

## **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant								
Date Claim Submitted: 17 DeC 07								
17-Digit Vehicle Identification Number (VIN): 1622 H 5 2 80 5 4								
Mileage at Time of Repair: 38,4/5 Date of Repair: 17 Jan 07								
Claimant Name (please print):								
Street Address or PO Box Number:								
City: mcHenry State: ms ZIP Code								
Daytime Telephone Number (include Area Code):								
Evening Telephone Number (include Area Code):								
Amount of Reimbursement Requested: \$								
The following documentation must accompany this claim form.								
Original or clear copy of all receipts, invoices, and/or repair orders that show:								
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment.</li> <li>(copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>								
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.  Claimant's Signature:								

Please mail this claim form and the required documents to:

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

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



Page 03 of 03

#### **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).



### 11011 AUTO MALL PARKWAY D'IBERVILLE, MISSISSIPPI 39540 (228) 392-1515

PAGE 1 OF 2

**CUSTOMER COPY** 



3517 BIENVILLE BLVD. OCEAN SPRINGS, MS 39564 (228) 872-1525







CUSTOMER NO.	30744	Э́У́ММУ GA	RNER	25326 TAG		17 17 07	"PNES133507
		LABOR RATE	LICENSE NO.	MILEAGE	38,415	<b>ВГ</b> Аск/	s16410A
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		F. T. E. NO.		P. O. NO.		'01%ቹ5/07	
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. [CONTINUED ON NEXT PAGE] 10:39am

### 11011 AUTO MALL PARKWAY D'IBERVILLE, MISSISSIPPI 39540 (228) 392-1515



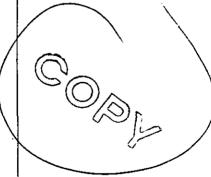
3517 BIENVILLE BLVD. OCEAN SPRINGS, MS 39564 (228) 872-1525







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•					RIGHTS.	



Thank You. We appreciate your business!

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PAGE 2 OF 2

**CUSTOMER COPY** 

[ END OF INVOICE ] 10:39am

### SALES DRAFT

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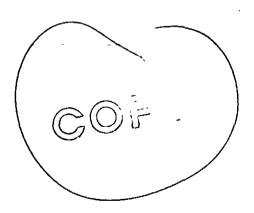
827160070880 01/17/2007 17:31:48

VS AUTH. TRANS. ID. 087017812388718 INVOICE 70024 He2 AUTH. CODE 006991

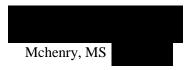
SALE TOTAL

\$1154.35

CUSTOMER COPY



### February 4, 2011



Service Request: 71-594281301

Customer Relationship Specialist: Doniel Prickett

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 instrument panel cluster that you had repaired. Although we regret that we are unable to reimburse you the full amount you requested, we will reimburse you for the amount that pertains to the special coverage. We have enclosed a check in the amount of \$504.50.

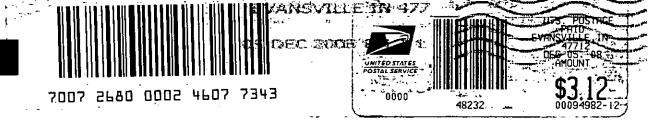
At Pontiac, our commitment to customer satisfaction is a top priority. We hope you understand our position. If you have future questions, feel free to contact our Pontiac Customer Assistance Center at 1-800-762-2737 Monday through Friday between 8:00 a.m. and 11:00 p.m., Eastern Time. Please refer to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

Sincerely,

Pontiac Customer Assistance Center

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

Evansville, IN



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



12-09-08F01:24 RCVD

CERTIFIED WAIL

\_D was told by the dealership where D Surchosed my can that I needed to bring it to them for repair so the Claim would be filed properly with my extended warranty The cap was sent to and repaired at a G.M. dealeyship.

# **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant								
Date Claim Submitted: November 23 2008								
17-Digit Vehicle Identification Number (VIN): 1612T62825F								
Mileage at Time of Repair: 37323 Date of Repair: 7/19/2007								
Claimant Name (please print):								
Street Address or PO Box Number:								
City: <u>Evansville</u> State: <u>TN</u> ZIP Code								
Daytime Telephone Number (include Area Code):								
Evening Telephone Number (include Area Code):								
Amount of Reimbursement Requested: \$ 200.								
The following documentation must accompany this claim form.								
Original or clear copy of all receipts, invoices, and/or repair orders that show:								
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment.</li> <li>(copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>								
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.								
Claimant's Signature:								

Please mail this claim form and the required documents to:

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

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

TELEPHONE: (812) 471-3673





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CONCERN 51 CUSTOMER STATES THAT THERE IS A CLUNKING HOISE MEN TURNING AND BACKING UP OPERATION IECH HOURS. AND CAUSE REPLACE RACK N PINION  51-1 4 MAREL ALIGNMENT, SET TO FACTORY SPECS PART NUMBER NOTE DESCRIPTION GTY SELL SUBLET LOANER I 60.00 6 FHC NPHISSS33580EAR ************************************	INVOICED:	07/18/2007 09	43:08 05 CHEVROLET	MAI TRIBIANY IS	u/n
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THANK YOU!

TELEPHONE: (812) 471-3673





7720 E DIVISION ST. EVANSVILLE, IN 47715

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THANK YOU!

# SALES DRAFT

TOWN AND COUNTRY LOND 7808 LLOYD EXPRESS WAY EVANSUILLE, IN 47716 TERMINAL 6854368

+ 0580302221246997 • 07/20/07 82:41PH • VS • REF NO. ZOIZBOIS 1002 • OUTL CODE 497125

SOLE TOTAL

\$200.00

I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREENENT CHERCHANT AGREEMENT TO CARDON MURITIES

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X\_ APR

TOP COPY-HERCHANT DOTTON COPY-CUSTOMER

Market and the Control of the Contro

Evansville, IN

Service Request: 71-686256456

Dear

Thank you for contacting us recently regarding the recall or special coverage notice you received for your 2005 Chevrolet Malibu MAXX. We apologize for any inconvenience you have experienced.

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

We have reviewed your request for reimbursement and regret that we are unable to reimburse you the amount you requested. The reason behind our decision is based on one of the following factors: 1) the part that was replaced for which you are seeking reimbursement is not the part covered by this recall or special coverage, 2) the documentation provided did not substantiate your request, or 3) your vehicle is not included in this recall or special coverage.

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

Sincerely,

Chevrolet Customer Assistance Center

### **Privileged and Confidential Information**

#### CASE ASSESSMENT

### INFORMATION Redacted PURSUANT TO THE FREEDOM OF

INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) By: Jason McFadden State: IN

Customer Name:		· · · · · · · · · · · · · · · · · · ·	BBB Case No.: PGM0932074		
Vehicle ID No.: 1G2ZH558164	In Service Date: 09/05/2005	Vehicle is: Used (Demo	o) BAC Code: 170159		
Year, Make & Model: 2006 Pontiac Mileage at Time of BBB Filing (5300		Vehicle Purchased Use odometer approx. 500			
Lien holder: GMAC Other:	na	Sale Type: Purchase $\square$ Lease $\square$ Other $\square$ : {Type}			
DVM Name: na		CAM Name: na			
Phone/Cell Number: na Svc Mgr Name: na		Phone Number: na			

#### **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 - NA

JASON MCFADDEN/BRC/CHATHAM/21861

IF TAC HAS NOT BEEN CONTACTED WHY NOT - NA

Car makes popping noise when steering.

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
9-18-07	243213	*	33,264	Cust Sts: Steering wheel thumps when turning all the way to the left. Dlr Sts: Found noise in steering gear nuts. Replaced gear.

### 

Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
9-28-07	368920	1	33,400	CustSts: Tires Excessive wear. DlrSts: Tires have excessive wear due to lack of rotations. Customer declined replacing tires.

### ☐ <u>Electrical</u>

<u>Date:</u>	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	Description of Complaint and Repair Performed:
9-18-07	243213	7	33,264	CustSts: Keyless Remote Entry Inoperative. DIrSts: Replaced transmitter. Customer bringing back to reprogram keyless entry.
7-26-07	387349	6	29,972	CustSts: Remote Entry. DlrSts: Transmitter, remote door lock, replaced.

☐ Engine	☐ Engine								
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:					
9-18-07	243213	*	33,264	CustSts: Low coolant light going on/off intermittently. DlrSts: Coolant tank low, pressure test cooling system, no leak found, replaced pressure cap.					
☐ <u>Windows-Noise</u>									
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:					
9-18-07	243213	*	33,264	CustSts: All windows make low moan when rolling down all the way. DIrSts: Lubed window run channels.					
☐ Radio									
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:					
2-16-07	381521	2	24,322	CustSts: Speaker Radio, front door, inoperative. DlrSts: Replaced speaker radio front door left.					
2-27-06	368995	1	6,176	CustSts: Radio Inoperative. DlrSts: Radio, removed and replaced.					
☐ <u>Lightir</u>	<u>ng</u>								
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:					
11-26-05	066913	4	3231	CustSts: Exterior lighting. DIrSts: Relay-Exterior lighting replaced					
Recall/Campaign (Not Related to Other Symptoms/Complaints)									
Date:	RO #:	<u>Days</u> <u>Out</u> :	Mileag e:	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

Has the customer filed any insurances claims on this Vehicle - N
If Yes obtain the following information below

Insurance Company - NA

Insurance Rep (First and Last Name) - NA

Phone # - NA

Claim Made? - NA Claim Status: - NA

Claim #

Did Insurance Company refer customer to GM? - NA

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 - NA

Other

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

Out: e:

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: Cust must be within 12 months or 12000 miles of the vehicle's original delivery, and had 3 repair attempts to be eligible under GMPS.

Lemon Law Repurchase/Replacement: Indiana LL requires 30 days out of service or 4 or more repair attempts (and the nonconformity continues to exist) within the warranty term, or one year after the vehicle's original delivery, whichever comes first.

GM Program Summary Repairs/Reimbursement for past repairs: Cust is not eligible for repairs as he is NOT within the new vehicle warranty.

#### THE STATE LEMON LAW READS:

Days out of service: {# of Days} Repairs {# of repair attempts}

Time period {# of months} / {# of miles}

Does Lemon Law state nonconformity must continue to exist? {Y or N}

If applicable, safety-related repairs {# of repair attempts} Safety-related time period {# of months} / {# of miles}

Number of repair attempts in the presumption period: {# of repair attempts}

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

Vehicle Meets Presumption of Lemon Law YES or NO

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

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

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 for Pontiac to repurchase my car and pay back money spent on repairs and money spent on the car. I want them to pay back all the money I have paid into the loan.

DVM sts: Not needed bc claim is ineligible.

SVM sts: Not needed bc claim is ineligible.

CRS Rationale: Claim is ineligible due to time of filing. "An action must be commenced within two years following the date that the consumer first reports the nonconformity to the manufacturer, its agent or authorized dealer." Cust's first report of nonconformity was 9/18/2007 – Steering Gear Replacement. Cust's veh has an in service date of 09/05/2005. Also, note that report of first conformity did not occur within the 18 month Term of Protection.

	in strengths of the customer's ca on steering component.	ase to wii	n repur	chase through Lemon Law							
What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law?											
1. Cust is ineligible	e due to time of filing vs original	in service	e date.								
2. Age and Mileage				_							
				_							
Decision reached by CRS: Arbitrate case: XXX Settle case:											
CRS FINAL OFFER:			DAT E:	CUST {Accepted / Declined}							
Goodwill: {Type}	Attorney Fees (if applicable): \${Amount}										
TEAM LEAD APPROV	TEAM LEAD APPROVING: {Name} Date: {Date}										

TO: JASON McFAdden

ISOLABELLA

From;

71-687238591



4057205448

### **CHEVROLET**

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 \* Fx: 317-776-5038

### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 = Fx: 317-329-4224



PNC5243213

DEUVERY MILES

RODUCTION DATE

MO: 33265

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FOUND INTERNAL FAULT IN STEERING ( REPLACED STEERING GEAR AND SET TO	EAR.								
REPLACED VIEW COND. AND SET TO									

#### TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

09/19/07

SELLÍNG DEALER NO.

09/18/07

G6/

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipmente by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on below vehicle to secure the amount of repairs thereto."

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability in Connection With The Sale of This Item/Items."

#### MISCELLANEOUS MATERIAL CHARGE

10% OF LABOR CHARGES TO A MAXIMUM OF \$15.00 IS CHARGES ON REPAIRS TO COVER COSTS OF SUPPLIED BOUGHT IN BULK USED IN REPAIRING YOUR VEHICLE AND COSTS TO DISPOSE OF HAZARDOUS WASTE.

# TERMS CASH OR CREDIT CARD ONLY

Any other arrangement must be approved by the General Manager. For any credit account: A FINANCE CHARGE OF 11/2% (minimum charge of \$.50) on the total unpaid balance of purchases and charges over 30 days will be added to the balance o the account. Annual percentage rate 18%.

## Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.

NVOICE NO.

DELIVERY MILES

PRODUCTION DATE

MO: 33265

PNCS243213



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Fx: 317-329-4224

AVON, IN    Comments	74434_	ADVISOR BLAKE		992600	3 NO. 4294
Total   Subject   Subjec	AVON TN		L'CENSE NO.	MILEAG	33,264
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#### TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

INVOICE DÂTE

G6/

R.O. DATE 09/18/07

09/19/07

SELLING DEALER NO.

"Thereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on below vehicle to secure the amount of repairs thereto."

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#### MISCELLANEOUS MATERIAL CHARGE

10% OF LABOR CHARGES TO A MAXIMUM OF \$15.00 IS CHARGES ON REPAIRS TO COVER COSTS OF SUPPLIED BOUGHT IN BULK USED IN REPAIRING YOUR VEHICLE AND COSTS TO DISPOSE OF HAZARDOUS WASTE.

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# Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.

PAGE 2 OF 2

CUSTOMER COPY

[ END OF INVOICE ] 04:14pm

CUSTOMERNIO

4057205448

INVOICE NO.

DEUVERY MILES

PRODUCTION DATE

MO: 34248

PNCS244617



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

### PONTIAC BUICK GMC

5336 Piks Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Fx: 317-329-4224

74434		ADVISOR		<u>-</u>	TAG NO.	INVOICE DĂTE
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PAGE 1 OF 2	CUSTOMER COPY	·			ľ	me personally
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### TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

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# Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.

4057205448

INVOICE NO. <u>PNCS24461</u>7

DELIVERY MILES

MO: 34248



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

### PONTIAC BUICK GMC

5336 Pike Plaza Roga Indianapolis, Indiana 46254 Ph: 317-299-5555 • Fx: 317-329-4224

74434	ADVISOR TO BLAKE		002600	TAG NO.	INVO(CE DATE
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## Thank You!

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PAGE 2 OF 2

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4057205448

INVOICE NO.

DELIVERY MILES

PRODUCTION DATE

REPRINT# 1 MO: 35993

PNCS246156



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiano 46254 Ph: 317-299-5555 • Fx: 317-329-4224

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PAGE 1 OF 2	CUSTOMER CORY		(CONTINUÉS O		6	ne personally

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STOCK NO.

DELIVERY MILES

PRODUCTION DATE

**REPRINT#** MO: -35993



### **CHEVROLET**

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Fx: 317-329-4224

CUSTOMER NO. <b>74434</b>	ANDREW MOOR	E 23	6 TAG NG 923	12/06/07
	LABOR RATE	LICENSE NO.	MILEAGE 35,993	G67
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# TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

"I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damago to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. l hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowedged on below vehicle to secure the amount of repairs thereto."

"The Factory Warranty Constitutes All Of The Warranties With Respect To The Sale Of This Item/Items. The Seller Hereby Expressly Disclaims All Warranties, Either Express Or implied, including Any implied Warrenty Of Merchantability Or Fitness For A Particular Purpose, And The Seilor Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability in Connection With The Sale of This Item/Items."

#### MISCELLANEOUS MATERIAL CHARGE

10% OF LABOR CHARGES TO A MAXIMUM OF \$15.00 IS CHARGES ON REPAIRS TO COVER COSTS OF SUPPLIED BOUGHT IN BULK USED IN REPAIRING YOUR VEHICLE AND COSTS TO DISPOSE OF HAZARDOUS WASTE.

#### TERMS CASH OR CREDIT CARD ONLY

Any other arrangement must be approved by the General Managor. For any credit account: A FINANCE CHARGE OF 11/6% (minimum charge of \$.50) on the total unpaid balance of purchases and charges over 30 days will be added to the balance o the account. Annual percentage rate 18%,

## Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.

PAGE 2 OF 2

CUSTOMER COPY

[ END OF INVOICE ] 04:14pm

NVOICE NO.

DELIVERY MILES

PRODUCTION DATE

MO: 36207

<u>PNC5246423</u>



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Fx: 317-329-4224

ZOSTOWINE NO.	74434			ADVISOR					TAG	NO
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#### TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

INVOICE DATE

G6/ DELIVERY DATE

R.O. DATE 12/13/07

<u>12/13/</u>07

ELUNG DEALER NO.

"I hereby authorize the repair work hereinafter, set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, thett, or any other cause beyond your control or for any delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on below vehicle to secure the amount of repairs thereto."

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## Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Fx: 317-329-4224

74434	ADVISOR .		IAG NO.	INVOICE DATE	INVOICENO.
74434	ANDREW MOORE			12/13/07	PNCS246423
	LASOR RATE	LICENSE NO. MI	LEAGE	I COLOS	STOCK NO.
			<u>36,206</u>		
	YEAR/MAKE/MODEL			DELIVERY DATE	DELIVERY MILES
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	VEHICLE LD. NO.			SELUNG DEALER NO.	PRODUCTION DATE
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				of repairs thereto."  "The Factory Warrant Warranties With Res	ty Constitutes A# Of The

from/Items. 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 This Item/Items,"

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PAGE 2 OF 2

CUSTOMER COPY

[ END OF INVOICE ] 04:15pm

NVOICENO. PNCS247034

DEUVERY MILES

MO: 37509



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 + Fx: 317-329-4224

COSTOMER NO. 7 4 4 3 4	ADVISOR		TAG NO.	INVOICE DATE
74434	ANDREW MOOF	<u>RE</u> 230		01/04/08
	LABOR RATE	TÜĞENSE NO.	MIEAGE	COLÓR
	YEAR/MAKS/MODEL		<u>37,508</u>	
	06/PONTIAC	/BLUE		DEUVERY DATE
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				01/03/08
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******** DUPLICATE	INVOICE	* <del>********</del>	*****	AND COSTS TO DISPO

#### TERMS: STRICTLY CASH JNLESS ARRANGEMENTS MADE

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# Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.

PAGE 1 OF 1

CUSTOMER COPY

[ END OF INVOICE ] 04:15pm

INVOICE NO PNCS248627

DELIVERY MILES PRODUCTION DATE

MO: 39882



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Fx: 317-329-4224

CUSTOMFR NO. 74434	ADVISOR	.,		<u>ё no.</u>	INVOICE DATE
74434	SEAN R DAN	IELS	870	8996	02/19/08
	LABOR RATE	LICENSE NO.	MILEA	3E	COLOR
	YEAR/MAKE/MODEL			<u>39,882</u>	G6/
AVON, IN	06/PONTIAC	/BLUE			DELIVERY DAIC
	VEHICLE I.D. NO.			,	SELLING DEALER NO.
	1 G 2 Z H	<u> 5 5 8 1 6</u>	5 4		
	7.1.E. NO.		P.O. NO.		R.O. DATE 02/19/08
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LIFETIME GUARANTEE. SEE YOUR SERVICE CONSULTA ALL REPAIRS MADE WITH GM PARTS ARE COVERED 12	MO./12.000 MILE	TOTAL IN	VUICE \$	0.00	OF \$15.00 IS CHAR
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#### NEOUS CHARGE

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#### IS CARD ONLY

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## Thank You!

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NYOICE NO. PNCS248769

DEUVERY MILES

PRODUCTION DATE

MO: 40094



#### CHEVROLET

2001 Stoney Creek Road Nobiesville, İndiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph; 317-299-5555 • Fx; 317-329-4224

1 //////	ADVISÕR	<b>5</b> 4				G NO.	INVOICE DATE
	SEAN R LASOR RATE	DANT	LLS UCENSEN	10.	870 [	<u>8938</u>	02/25/08
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	1 G 2	<u>z                                    </u>	5 8	164			
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#### MISCELLANEOUS MATERIAL CHARGE

10% OF LABOR CHARGES TO A MAXIMUM OF \$15,00 IS CHARGES ON REPAIRS TO COVER COSTS OF SUPPLIED BOUGHT IN BULK USED IN REPAIRING YOUR VEHICLE AND COSTS TO DISPOSE OF HAZARDOUS WASTE.

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## Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.

PAGE 1 OF 1

**CUSTOMER COPY** 

[ END OF INVOICE ] 04:15pm

NVOICENO. PNCS249819

DELIVERY MILES

PRODUČTION DATE

MO: 41019



#### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Fx: 317-329-4224

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# Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.

NYOÏCENO.

DELIVERY MILES

PRODUCTION DATE

MO: 45752

PNCS254332



### CHEVROLET

2001 Stoney Creek Road Noblesville, Indiana 16060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GME

5336 Pike Plaza Road Indianopolis, Indiana 46254 Ph; 317-299-5555 • Fx: 317-329-4224

74434	SEAN D.D	ANTELE	O TO	5 NO.	INVOICE DATE
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## Thank You!

We want you completely satisfied with our service... If you have any questions concerning this work, call me personally.

PAGE 1 OF 1.

CUSTOMER COPY

[ END OF INVOICE ] 04:15pm

RNG5257249

STOCK NO.

DELIVERY MILES

PRODUCTION DATE

<del>REPRINT# 1</del> -<del>MO: 49282</del>



#### CHEVROLET

4057205448

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianopolis, Indiana 46254 Ph; 317-299-5555 • Fx; 317-329-4224

	ANDREW MOORE	<del>236</del>	TAG № <b>244</b> -
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#### TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

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DEUMERY DATE

SELLING DEALER NO.

<del>11/10/08</del>

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DELIVERY MILES

PRODUCTION DATE

REPRINT# 1 MO: 49282

<u>PNCS</u>257249



#### CHEVROLET

4057205448

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### PONTIAC BUICK GMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Px: 317-329-4224

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### TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

INVOICE DATE

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R.O. DATE 11/10/08

11/10/08

SELLING DEALER NO.

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NVO(CE NO.

DELIVERY MILES

PRODUCTION DATE

MO: 51035

PNCS258482



#### **CHEVROLET**

2001 Stoney Creek Road Noblesville, Indiana 46060 Ph: 317-773-1090 • Fx: 317-776-5038

#### PONTIAC BUICK CIMC

5336 Pike Plaza Road Indianapolis, Indiana 46254 Ph: 317-299-5555 • Px: 317-329-4224

74434	ADVISOR		TAG NO.
	<u>SEAN R DA</u>		870 <b>1</b> 435
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### TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

NVOICE DATE

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12/18/08

SELLING DEALER NO.

12/17/08

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

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

#### VIA FAX ONLY

March 5, 2009

Robert Silverman, Esq. Kimmel & Silverman 30 E. Butler Pike Ambler, PA 19002

RE:

Service Request: 71-695081590 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61826F

Customer Relationship Specialist: Patricia Easley

Dear Mr. Silverman:

This is to advise that General Motors is in receipt of the above referenced case dated March 5, 2009. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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

Copy of owner's current title and/or registration

Other: Release of Lien

☐ Finance, Buyer's agreement ☐ Repair Orders

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

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

Sincerely,















General Motors Corporation cc: {Local Counsel on Lawsuits}















#### RELEASE OF LIEN INFORMATION

I	·
(Client's Name)	(Client's Social Security Number)
hereby authorize	
(Lien holder N	ame)
(Lien holder Address)	(Lien holder Phone Number)
,	ding my loan account #(Account Number)
with	·
(Lien holder Name)	
to General Motors Corporation, includi loan payoff amount, and per diem infor	ng but not limited to a complete payment history of my account, mation.
Date	
V	EHICLE INFORMATION
The current vehicle mileage is	Date mileage read:
Signature	Signature
LG0006 V08012008	















#### VIA FAX ONLY

March 5, 2009

Debbie Todd, Service Manager REEDMAN-TOLL AUTO WORLD PO BOX 3004 LANGHORNE, PA 19047-9104

RE:

Service Request: 71-695081590 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61826F

Customer Relationship Specialist: Patricia Easley

#### Dear Debbie Todd:

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

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

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact me at 1-866-790-5600, extension 11216. If at all possible, due to GM guidelines, please fax/send (via overnight mail) requested documents within 24 hours. Thank you for your assistance.

Sincerely,

**General Motors Corporation** 













#### VIA FAX ONLY

March 5, 2009

Leon Newman, Service Director NORTHEAST CHEVROLET 3301 GRANT AVE PHILADELPHIA, PA 19114-2629

RE:

Service Request: 71-695081590 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61826F

Customer Relationship Specialist: Patricia Easley

#### Dear Leon Newman:

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:

Service and body shop repair orders of all internal, customer pay, and warranty repair orders, (to include front and back as well as technician notes). Also, include any receipts for aftermarket or dealer add-ons.

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact me at 1-866-790-5600, extension 11216. If at all possible, due to GM guidelines, please fax/send (via overnight mail) requested documents within 24 hours. Thank you for your assistance.

Sincerely,

**General Motors Corporation** 















## Coversheet

#### Start Date:

SR #	71-695081590 3-5-09
CUSTOMER:	
VIN#:	1G1ZT61826F
YEAR/MAKE/MODEL:	2006 Chevrolet Malibu MAXX
STATE:	PA

FIRM NAME:	Kimmel & Silverman
ATTORNEY:	Robert Silverman
PH #: 215-540-8888	FAX #: 215-540-8817

Mary Richards for sales docs

DEALER:	BAC #206432
Reedman Toll, Langhorne	
SVC MGR: Debbie Todd(actng)	PH # 215-757-4961
Svc Docs Rec'd: 3-6-09	FAX # 215-757-7971
AVM: Denise Zobel	CELL # 610-349-5224
DATE AVM CALLED: 3-5-09	
SALES MGR:	PH #
Sale Docs Rec'd:	FAX #

2 <sup>nd</sup> DEALER: NorthEast Chevrolet	<b>BAC</b> # 113847
SVC MGR: David Stressman/Leon	PH # (215) 824-0800
Newman	
Svc Docs Rec'd: 3-5-09	FAX # 215-637-5933
AVM: Ivan Hardy	CELL # 610-858-2096
SALES MGR:	PH #
Sale Docs Rec'd:	FAX #

Previous SRs	1-429189364-Mobility claim, Scooter Lift
DVM to be involved	D NO
CA Questions	3-10-09

## Coversheet

Start Date:





We have reviewed the service history on this client's 2006 Chevrolet Malibu Based on this history, General Motors cannot make an offer.

This offer and any future offers of settlement for this matter are made on behalf of all defendants. This offer/terms and settlement is contingent upon receipt of a fully executed release to be prepared by General Motors Corporation wherein the defendant has ownership of the vehicle at the time the release is executed and a copy of current registration to establish proof of ownership. Unless otherwise noted, this offer will expire twenty one (21) calendar days following the date of original transmission.

Jennifer Wooding Legal Agent - BRC Legal Department Aditya Birla Minacs 1-(800) 866-790-5600 x 31401 | jennifer\_wooding@gmexpert.com Fax # 866-398-3253

#### VIA FAX ONLY

March 9, 2009

Mary Richards, Sales REEDMAN-TOLL AUTO WORLD 1700 EAST LINCOLN HWY LANGHORNE, PA 19047-3042

RE:

Service Request: 71-695081590 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61826F Customer Relationship Specialist: Patricia Easley

#### Dear Mary Richards:

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.

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact me at 1-866-790-5600, extension 11216. If at all possible, due to GM guidelines, please fax/send (via overnight mail) requested documents within 24 hours. Thank you for your assistance.

Sincerely,

**General Motors Corporation** 









nnnen mann





RCMPR010 VEHICLE DELIVERY/INCENTIVE HISTORY 05/12/07 15:59:58

PROCESSING SOURCE: CHEVROLET PAGE:

PA

VIN: 1G1ZT6182 6F SELLG SCE: 13 MDL YR: 06 ORD NO: JMCG1P

ODATE: 08/26/05 ORDER FAN: OTYPE: 070 DLVY SS/SITE CD: 13 15547 DDATE: 03/31/06 DLVY FAN: DTYPE: 010 SRVC TYPE: MILEAGE:

DLVY DOE: 03/31/06 ORDER BY:

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CANC DOE:
TRADE: DLVY TO:
TRD DOE:
SRVC IN: PHILADELPHIA
SRVC OUT: CANC SRVC IN:
BFSO ORD DT: BFSO CUST:
PRICE ASSUR DT: PRICE ASSUR RT: PHILADELPHIA

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POLICY PYMT CMNT: ACTV TYPE: 6

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MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: A

PAYEE NAME: FREDERICK GRACE

STREET: 3410 ASHVILLE ST

CITY: PHILADELPHIA ST/PROV: PA ZIP: 19136-3020

RCMPR010

VEHICLE DELIVERY/INCENTIVE HISTORY

15:59:58

05/12/07

PROCESSING SOURCE: CHEVROLET PAGE:

VIN: 1G1ZT6182 6F SELLG SCE: 13 MDL YR: 06 ORD NO: JMCG1P

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POLICY PYMT CMNT: ACTV TYPE: A

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DATA SCE: GMAC INC MEMO NO: 145379 AUTH PUR CD:

MISC DATE: 03/31/06 MISC: 0000093881MEA0

POLICY PYMT CMNT: ACTV TYPE: 6



#### denise.zobel@gm.com 03/05/2009 12:43 PM

To patricia\_easley@gmexpert.com

CC

bcc

Subject Re: 71-695081590-



VIN-1G1ZT61826F

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).

Denise

patricia\_easley@gmexpert.com

03/05/2009 11:37 AM

To denise.zobel@gm.com

cc

Subject 71-695081590-

VIN-1G1ZT61826F

DVM Denise Zobel:

Hi, my name is This email is to follow up on my voicemail regarding Service Request 71-695081590 for customer First and Last Name. The customer's vehicle is a 2006 Chevrolet Malibu Maxx. The customer has been working with DEALERSHIP NAME in CITY, STATE. 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,
Patricia Easley Legal Research Specialist P: 866-790-5600 x 11216 F: 866-508-1966 Patricia_Easley@gmexpert.com









EBIVIE ...

## MINIME:

## General Motors Business Resource

# FAX

To:

**Mary Richards** 

Company:

Fax:

2157028453

Phone:

From:

**Patricia Easley** 

Fax:

866-508-1966

Phone: E-mail:

866-790-5600 X11216

CC:

## NOTES:

Please fax all documents to: 1-866-508-1966

\*Per the sales docs we need all items in the sales jacket, but can work with the odometer statement, finance agreement, buyer's order and the application

pat easley/brc legal/atx/11216



General Systems Solutions On-Line Registration System Department of Transportation Applicant Summary Statement Pennsy] wania Transaction: New Title/New Reg Processor: REEDMAN TOLL AUTO WORLD/00859664 Purchase Date: Mar 31, 2006 Processed By: TERRY WHITE Process Date: Apr 10, 2006/ Prev Title No: None Temp Reg Date: Mar 31, 2006 ate of Origin: None Title Count: 0 VIN: 1G1ZT61826F Stock No: 179919/30882 Vehicle Type: PASSENGER Y3/Make: 2006/CHEV Condition PennDOT Fees [ ] Police GVWR: Unladen Weight: No of Axles: Sum of GAWR: Sales/Use Tax: Body SDN [ ] Taxi GCWR: [ ] O/S Tires Seat Cap: 1.196.30 Odom Reading: 7 Title Fee: Lien Fee: Fuel 22.50 Purchase Price: \$17,090.00 ACTUAL MILEAGE 5.00 Chassis Mftr: Owner Information: Body Make: Reg/Proc Fee: 36.00 Lessee Information: Insurance Information: Dup Reg Fee: 0.00 GEICO Transfer Fee: 0.00 [ ] Tenan in [ ] DDTF
Survivorship? [ ] Retired
[ ] Tenant in Increase Fee: 0.00 Replacement Fee: 0.00 Jun 30, 2006 PHILADELPHIA/PA/ Other Fee: 0.00 [ ] Daily Rental Mail Code: Trade In #1 Information: fotal: \$1,259.80 Lian Holder #1 Information: Fees & Sales Tax Information: VIN: None Tax exempt Reason: NONE/00 YR: PO BOX 8140 Tax Exempt No: Make: Condition: Taxable Sale Price: \$17,090.00 COCKEYSVILLE/MD [ ] Local Sales Tax Override? Allowance: 210% ( 1 ELT Rate: 0.07 Trade In #2:None Lien Holder #2 None Allowance: Trade In #3 Hone Lden Holder #3 None Allowance: Assigned Tag Type: PASSENCES
Assigned Tag No: Class: Assigned Exp Sticker No: 0287565 Class Sticker No: Assigned Exp Mo/Yr: Feb/2007 RRGCW Transferred Title No: Signature of Person from Whom Tag is Being Transferred Tag No: [] W/Renewal Relation To Applicant: W/Tag Replacement No of Dup Reg Cards: 0 [ ] W/Tag Exchange post for Optional Registration At A Weight Exceeding the GVWR (MV-1005) [ ] Req byond the angulacturer's Gross Vehicle Weight Rating (OVWR) may create unsafe conditions and also void the manufacturer's warranty if damage should it to propose that two. You should also consult your insurer concerning possible soverse effects to your insurence coverage with respect to such over! Cale be regis ared at the gross vehicle weight (RRGW or RRGGW) listed above under the provisions of Section 1916(b) of the Vehicle Code so amended by the Object that I have been warned by the Department of Transportation that loading my truck beyond the manufacturer's gross weight rating may demage !) The operation of a truck loade ing. Check with your debier or everloading. Check with your dealer or live request that the above described ve No. 8 (1980), approved 2-15-80, 1/we actics occupants, as well as other vehicles invaledge that It have been warned by the Department of Transportation that loading my truck beyond the manufactures their occupants and pedestrians; and I/we assume all risks connected with any such overloading of the truck. I/we acknowledge that I/we may lose my/ou i/we further acknowledge that I/we may be 1/we have examined and signed this form a operating packlings(s) or vehicle registration(s) for failure to maintain financial responsibility on the currently registered vehicle for the period subject to a line not exceeding \$5,000 and imprisonment of not more than two (2) years for any false statement that I/we may make on this form, and I/ it compilation; and, that, if an exemption from payment of sales tax is claimed, I am/we are authorized to claim this exemption. I/we further cert have application for certificate of title for the vehicle described above. statements herein are true and correct an Date Subscribed and Sworn to: Signature of Applicant or Authorized Signer: Signature of Notary Administering Cath; Signature of Co-Owner/Title of Authorized Signer: S VIN/GVWR Certification or Tracing is Required. [ ] E Place Signature of Person Verifying VIN/GVWR or the Tracing Here: A I hereby certify that I have verified the VIN/GVMR of L this vehicle and the VIN/GVWR listed above is correct SIGN: DIN: **Detach Hers** of O COMMONWEALTH OF PENNSYLVANIA REGISTRATION CARD EXPIRY: FEB 28. 2007 VALID: 04/10/06 PLATE TITLE: VIN: 1G1ZT61826F YR/MAKE; 2006 CHEV TYPE: SDN I heraby acknowledge this day that I have received notice of the provisions of Section 3708 of the Vehicle WID: 06100 3400 007 0-001 EMISSION INSPECTION REQUIRED/DIESEL EXEMPT COUNTY : PHILADELPHIA PHILADELPHIA PA

#### RETAIL INSTALMENT SALE CONTRACT. PLAN

GMAC FLEXIBLE FINANCE	. F
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			er Number	Contract Number	30883	
Buyer (and Co-Buy	er) – Name and	address (include county	and zip code)	Creditor (Seller name	and address)	
				REEDMAN-TOL	L AUTO NO	RLD
PHILADELPH	IA PA	CO: PHILADEL	PHIA	RT1 LANGHORNE F	A 10047	004
You, the Buyer (and County)	n-Blucer if and	more hand the contribute of a				
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	MALIBU F	IAXX	1G1ZT618	26F	business	
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Mar 10 2009 7:36F	PM F	REEDMAN TOLL AU	TO WORLD F	2157570166	p.4
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Co-Buyers and Other Owners - A co	hiver is a	bate 03/31/20	06Co-Buyer Signs 🗴		ate 03/31/2006
the vehicle but does not have to pay the	debt. The	other owner agrees to the sec	or paying the entire debi	t. An other owner is a person will icle given to us in this contract.	nose name is on the title to
Other owner signs here 🗶		Date	Addres		
Creditor Signs REEDMAN-TOLL	UTO WO	RL0 Date 03/31/20	OFBV A	Abili De	T.U.
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under the terms of Seller's agreement	(s) with as	signee.	T Tarparador (GIVA	W CHANCAG LIT	luvell Credit Corporation,
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Seller	Ву	Title	Seller	Ву	Title
Z109 FR-PA 3/2005 (For Use in the St Copyright 2004 General Motors Accept	te of Penr	sylvania) (1 of 4) Noti	ce: See Other Side		
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Mar 10 2009 7:36PM REEDMAN TOLL AUTO WORLD F 2157570166

1700 E. Lincoln Hwy., Langhorne, PA 19047 (215) 757-4961 www.readmantoll.com 10,112 PHILADEL PHIA PA VEHICLE INFORMATION A REPTO IPO GM CREDIT CARD DESCRIPTION OF TRADE IN 1 MARCH MADONESS MAKE MILEAGE GNAC 555 Businese Center Dr. Horsham, PA 19044 DESCRIPTION OF TRADE IN 2 Cash Price of Venic AMT. REC. ON DELIVERY 7090.00 Sales Tax DEL DATE 1196.30 36.00 HOLD CHECK 69 50 Amount is calculated in "Cash on Delivery" but fainds are not received until trashler's receipt to hold checkes processed. e MV Reg. Fee 10.00Bealer On Line M/ WARRANTY INFORMATION FACTORY WARRANTY - The manufacturer's warranty constitutes all of the warranties with respect cumentary Fee to the sale of this item/items. The seller hereby expressly disclaims all warranties, either ex-pressed or implied including any implied warranty of merchantability or ittness for a particular 55.00 essenger Fee purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability 14.00 in connection with the sale of this item/items. USED CAR WARRANTY . Used car is covered by a limited warranty detailed in a separate document. Notary Fee 6.00 You may obtain a full copy of any applicable warranty from us. ILDP PEE LO-DO IVATERE "AS IS THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAINING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS OR THAT MAY OCCUR IN THE VEHICLE. OTHER CHARGES PURCHASER' SIGNATURE USED CAR BUTERS GUIDE: THE INFURMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY Total Price CONTRARY PROVISIONS IN THE CONTRACT OF SALE 18463.95 GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS elki Pi INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA

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If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfelt as damages

CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

Unpaid Balance

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You may obtain a full copy of any applicable warrand from us.	manty detailed in a separate document.	Notary Fee	14.00
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2006 MALIBU MAXX LT

88U MEDIUM GRAY METALLIC /V6G GENERAL MOTORS CORPORATION
19C EBONY

ORDER NO. JMCG1P/TRE STOCK NO.

VIN 1G1 ZT61 82 6F

KEYS G0416 G0416 WFP-S QTR OPT-1 BANK: GMAC - 020 CHG-TO 15-547

SHIP WT: 3410 HP: 32.9 GMS: 19517.38 SUPPLR: 20392.29 MRM: 21650.00 MEMO 976.25

TOTAL MODEL & OPTIONS 21025.00 19448.13 ACT 231 19442.38
DESTINATION CHARGE 625.00 625.00 H/B 261 630.75
LAM DEALER CONTRIBUTION 210.25 ADV 261 210.25
LAM GROUP CONTRIBUTION 210.25 EXP 65A 210.25

TOTAL 21650.00 20493.63 PAY 310 20493.63

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 19547.50

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

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

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

REEDMAN-TOLL AUTO WORLD

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SR No.	1-429189364	Ref No.	Goodwill Mobility Reimbursement	BRC Type N/A
Account		Site	GW SubType	Bus. Unit CAC
Last Name		First Name	Approval Approved	Area GM Mobility
Daytime #		Evening #	UCC	Sub-Area Claim Form-Customer Reim
Address		City Philadelphia	Involved Dir Reedman-Toll, LP	Safety No
State	PA Postal Cd	Con. Acct.	Source White Mail	Updated 2/28/2007 02:52:01 PM
Serial #/VIN	1G1ZT61826F	Model Year 2006	Priority Medium License # CHEVRO	L <b>Owner</b> BEDELLBA
Make	Chevrolet	Warr. Start 03/31/2006	Status Closed	Opened 8/25/2006 02:42:54 PM
Model	Malibu MAXX	Mileage	Sub-Status Satisfied	Closed 9/12/2006 09:44:13 AM
Abstract	Mobility Claim-Scooter Lift			

Customer Description

#### **GMPP** Details

GMPP Term GMPP Wileage GMPP Retail Cost

#### Component Coverage

Component Coverage Expiration Date

#### Certificate Details

Certificate Number Amount Expiration Date

#### Pre-Authorization Basics

Service Dealer Code Programme BAC Code Div. Dealer Code Repair Order #

#### Activities

Created Created By Assigned To Activity Type A	ctivity SubType Status	Completed	Description
9/12/2006 09:44:13 AM MCGUIRJ1 BEDELLBA SR Closed - Satisfied	Done	9/12/2006 09:44:13 AM	Service Request has been Closed
Contact Last Name Contact First Name A	count	BAC Code	Satisfied.

Comments

#### **Privileged and Confidential Information**

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

By: Pat Easley State: PA

Customer Name: Service Request: 71-695081590 GM Legal File No.: N/A

Vehicle ID No.: 1G1ZT61826F In Service Date: 3/31/2006 Vehicle is: NEW BAC Code: 206432

Year, Make & Model: 2006 Chevrolet Malibu Maxx Lien holder: GMAC⊠ Other⊡: {Name}

Was TAC contacted for this vehicle NO

Vehicle is: NEW BAC Code: 206432
Vehicle Purchased Used on: N/A
DVM requests Purchase Price of
involvement?: no Vehicle: \$ 22,684.04

If TAC was NOT contacted, why? No need to as customer has been in for a concern not duplicated and pitted rotors which were repaired.

#### **VEHICLE REPAIR HISTORY**

#### <u>Brakes</u>

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10-2-07	826158	*	7,271	C/S vibration when braking. Happens at highway speed. /All 4 rotors pitted and have excessive thickness variations. Road test and inspect. – Machine all 4 rotors and road test. Necessary to replace front rotors due to being warped.

#### 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
1-4-08	840069	*	9,329	C/S that at idle, sound like a percolating coffee potNo problem found .
				All noises normal.

#### 

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
12-20-06	717050	1	3,066	C/S when parking in a tight spot power steering hard to steer-Customer concern not duplicated. <b>Normal condition. No problem found at this time.</b>
6-22-07	735340	1	6,221	C/S when at a stop or at a very slow speed, (ie. parking), the power steering does not work. Customer can hardly turn the steering wheel. The tires will not turn. OK when driving at higher speeds. /Scan power steering system. No codes. Road test. Make parking maneuversCannot duplicate. Working Normally.
1-20-09	786635	1	14,528	C/S check power steering. Inoperative when making parking maneuvers. /Scan PSCM. No codes. Road test. <b>Cannot duplicate concern</b> .
3/6/09				E9448 - REPOSITION I-SHAFT TO CORRECT NOISE – from GMVIS

#### 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
1-4-08	840069	1	9,329	C/S when first pulling away and coming to a stop, hears a rubbing sound in the rear <b>No problem</b>

#### 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10-3-07	826158	1	7,271	C/S power steering does not seem to be operating when driving at low speeds. /Check operation. All 4 tires 10 PSI low. –Adjust tire pressures and check. OK.  C/S torque steering takes wheel out of hands when lane changing at
				highway speedSee JOB #1.

#### **Accident/Insurance Information:**

Has the vehicle ever been involved in an accident?No

Did you confirm your answer with the dealer?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? N/A

Has the customer filed any insurances claims on this Vehicle? N/A

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

#### THE STATE LEMON LAW READS:

Days out of service: 30

Repairs 3

Time period: 12 months, 12,000 miles

Does Lemon Law state nonconformity must continue to exist? Yes

If applicable, safety-related repairs

Safety-related time period

Number of repair attempts in the presumption period: 2
Total days out of service during the presumption period: 1
Total days out of service during customer's ownership: 5

PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

PERTINENT VEHICLE	INFORMATION	PROVIDED B	Y DEALER	SERVICE MGR(	S)

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION
Concern: Previous SR found related to mobility scooter lift placed on vehicle Date & Offer/Result:
Concern: Date & Offer/Result:
Concern: Date & Offer/Result:
RECOMMENDATION
Denial
RATIONALE
1 actual repair rotors were replaced in 2007 The next several visits to the dealer yielded either operating as designed or no problem found Tire pressure adjusted
REASON FOR REMOVAL

DATE:

**CRS FINAL OFFER:** 

OFFER TO CUST: \$

**ATTORNEY FEES: \$** 

		OR INCLUSIVE OFFER: \$
PLAINTIFF'S FINAL DEMAND:	DATE:	AMOUNT TO CUST: \$
DEMAND.		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.

<sup>\*</sup> SES light is to be captured under affected component above.



To denise.zobel@gm.com

CC

bcc

Subject 71-695081590- VIN-1G1ZT61826F1

**DVM Denise Zobel:** 

Hi, my name is Pat Easley. This email is to follow up on my voicemail regarding Service Request 71-695081590 for customer First and Last Name. The customer's vehicle is a 2006 Chevrolet Malibu Maxx. The customer has been working with DEALERSHIP NAME in CITY, STATE. 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,

Patricia Easley Legal Research Specialist P: 866-790-5600 x 11216 F: 866-508-1966 Patricia\_Easley@gmexpert.com

P. 8

No. 6579

2009 2:29PM Mar. 5. (KIV) 786635 3301 GRANT AVENUE CUSTOMER #: WORKORDER PHILADELPHIA, PA 19114 (215) 824-0800 800-673-4712 PAGE 1 www.northeastauto.com PHILA\_\_\_PX SERVICE ADVISOR: 2308 STRESSMAN, D .30S: HOME: <u> 19669</u> 14528 <u>1G1ZT61826F1</u> CHEVROLET MALIBU OlJANO6 IS 01JAN06 DD 17:00 20JAN09 20JAN2009 08:45 DESCRIPTIONS/INSTRUC LINE OP CODE TYPE STATE INSPECTION CPC STATE A EST: TOTAL 20.00 EMISSION INSPECTION CPC В EST: TOTAL 50.00 CK. POWER STEERING INOP WHEN MAKING PARKING MANUVERS CPC С mitsubishi h-1 "g"" & 1 2" T 3T 3 2" 1 1 1 CHEVROLET **MOTORS** 

	EXCLUSION OF WARRANTIES
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	represe or implied, and discisims all warrantee, including warrantee of marchamabutey or fitness for a particular purpose, with regard to the parts and/or accessories purphased; and that is no
	for a particular purpose, with regard to the part and/or accessories between the purpose, with regard to the part and/or accessories of the particular purpose, and the particular purpose of the partic
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REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE GRAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

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M Barr

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#### Reedman-Toll Auto World U.S. Route 1 Langhorne, PA 19047 (215) 757-4961

JOHN J KUDZMAS 179919 7,271 MED GRY MET 602421 7 06/CHEVROLET/MALIBU MAXX/4DR 5DN PHILADELPHIA, PA 1 G 1 Z T 6 1 8 2 6 F 10/03/07 мо: 7274 [ EXT WARRANTY ] UNIVERSAL [ ETCH SERIAL# JOB# 1 CHARGES--JOB# 1 TOTALS----JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL 0.00 UMIZ MOUZOZE ANTONIO STEERING TAKES WHEEL OUT OF HANDS
WHEN LANE CHANGING AT HIGHWAY SPEED
SEE JOB #1 JOB# 2 TOTALS-----JOB# 2 JOURNAL PREFIX CVC5 JOB# 2 TOTAL LABOR

CUSTOMER STATES VIBRATION WHEN BRAKING

HAPPENS AT HIGHWAY SPEED

ALL 4 ROTORS PITTED AND HAVE EXCESSIVE THICKNESS VARIATIONS

ROAD TEST AND INSPECT. MACHINE ALL 4 ROTORS AND ROAD TEST.

NECESSARY TO REPLACE FRONT ROTORS DUE TO BEING WARPED WARRANTY 0.00 JOB# 3 TOTALS-----JOB# 3 JOURNAL PREFIX CYCS JOB# 3 TOTAL 0.00 PERFORM MULTI POINT INSPECTION REPORT
PERFORMED MULTI POINT INSPECTION
RECOMMEND TIRE ROTATION JOB# 4 CHARGES ----JOB# 4 JOURNAL PREFIX CVCS JOB# 4 TOTAL 0.00

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PAGE 1 OF 2

ACCOUNTING COPY

[CONTINUED ON NEXT PAGE] 11:54am

CVCS826158

Reedman-Toll Auto World U.S. Route 1 Langhorne, PA 19047 (215) 757-4961 VCS826158

179919	JOHN J KUDZI	MAS 3839	s358	10/03/07	CVCS826158
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PHILADELPHIA, PA	161276	3 1 8 2 6 F			
				10/03/07	
					Mo: 7274
ESTIMATE					
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX	)				
COMMENTS					
TOTALS					
**************************************		₩			
* NEXT RECOMMENDED SERVICE: * 10/01/2008 / 12074 MI 00CVZ004 PA S ************************************	TATE & EMISSIONS	<del>*************************************</del>			
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PAGE 2 OF 2

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[ END OF INVOICE ] 11:54em



215-757-4961

#### Reedman-Toll Auto World U.S. Route 1 Langhorne, PA 19047 (215) 757-4961

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## ATTACHMENT FORM — GM BRAKE SERVICE REPAIR ORDER DOCUMENTATION FOR REQUIRED MEASUREMENTS

PART MEASUREMENT/REPLACEMENT DOCUMENTATION
Dealer Code:
Deller Code:
Repair Order Number: 826158
Front Rotor - ORIGINAL/REFINISHED thickness measurements (required when front (abor operation is used):
Thickness Specification (Min. Thickness/Discern Stamped on Roto(S)
ORIGINAL measured thickness before refinish: Left Front (OLF) 1019 inch/mm     Right Front (ORF) 1001 Inch/mm
REFINISHED measured thickness after refinish: Left Front (RLF) 27.52 inch/mm
Rear Rotor - ORIGINAL/REFINISHED thickness measurements (required when year labor operation is used):
and the state of t
Thickness Specification (Min. Thickness Discard Statisfied on Rotor/SI):  ORIGINAL measured thickness before refinish: Left Rear (OLR)  Right Rear (ORR)  inch/mm
REFINISHED measured thickness after refinish: Left Rear (RLR) 105 Inch/mm
Rotor Replacement:
If rotors are replaced, you must indicate reason for replacement:  Cheap Mattal Wasted within 12 mile
while Trying To Burnish Pads
Pad Replacement:
If Pads are replaced, you must indicate reason for replacement:
<del></del>
LATERAL RUN OUT (LRO) DOCUMENTATION
Front Rotor (required when front rotor labor operation is used):
- LRO measurement after rotor refinish/replace: Left Front (LLF) <u>C), OO!</u> Inch Right Front (LRF) <u>O.OC!</u> inch
If above LRO greater than 0.050 mm (0.002 in), document correction plate part number used:  Left (Example: 801–03)
Rear Rotor (required when rear rotor labor operation is used):
Right Rear (LRR) inch
If above LRO greater then 0.050 mm (0.002 in), document correction plate part number used:  Left (Example: 801–03)

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Document ID# 1756294 2006 Chevrolet Malibu



# Disc Brake Component Specifications

	Specification	
	Metric	English
Application	60.0 mm	2.36 in
aliper Bore Diameter-Front	38.0 mm	1.50 in
aliper Bore Diameter-Rear		
ront Brakes J41/J67	276.0 mm	10.866 in
Rotor Diameter	22.8 mm	0.898 in
Rotor Discard Thickness*     Notes Discard Thickness*	0.05 mm	0.002 in
- Rotor Maximum Allowable Assembled Lateral Killout	1.50 mm	0.059 in
Marienum Allowable Scoring	23.0 mm.	0.906 in
Poter Minimum Allowable Thickness After Reimistr	0.025 mm	0.001 垃
Rotor Maximum Allowable Thickness Variation	26.0 mm	1.023 in
Rotor Thickness New		
ront Brakes JL9	296.0 mm	11.653 in
Rotor Diameter	22.8 mm	0.898 in
Third page*	0.05 mm	0.002 in
- Rotor Maximum Allowable Assembled Lateral Rulous	1.50 mm	0.059 in
Allowable Scoring	23.0 mm	0.906 in
Boter Minimum Allowable Thickness After Rennish	0.025 mm	0.001 in
Rotor Maximum Allowable Thickness Variation	26.0 mm	1.023 in
Rotor Thickness New	11	
Rear Brakes IL9/J67	270.0 mm	10.630 in
Rotor Diameter	11.8 mm	(6.465 j <del>∆</del>
Thickness*	0.05 mm	0.002 in
Rotor Maximum Allowable Assembled Lateral Runout	1.50 mm	0.059 in
Allowable Scoring	12.0 mm	(0.472 in)
Peter Minimum Allowable Thickness After Refitusin	0.025 mm	0.001 in
Rotor Maximum Allowable Thickness Variation	14.0 mm	0.551 in
Rotor Thickness New     All brake rotors have a discard dimension cast into them. Replace All brake rotors have a discard dimension cast into them. Replace any rotor that doesn't be replaced any rotor than the replaced any rotor than the replaced and replaced any rotor than the replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any rotor than the replaced and replaced any ro		on most meet this

\* All brake rotors have a discard dimension cast into them. Replace any rotor that does not meet the minimum thickness specification. After refinishing the rotor, replace any rotor that does not meet the minimum thickness are cification.

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Refer to Power Steering System Description and Operation in SI or the appropriate Service Manual for more information about this and other vehicle-specific information on electric power steering systems.

For customer inquiries regarding this characteristic, please refer to the Steering section under Driving Your Vehicle in the appropriate Owner Manual (reproduced below for reference).

#### Owner Manual Information

If you turn the steering wheel in either direction several times until it stops, or hold the steering wheel in the stopped position for an extended amount of time, you may notice a reduced amount of power steering assist. The normal amount of power steering assist should return shortly after a few normal steering movements.

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



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Document ID# 1879716 2006 Chevrolet Malibu





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Any werrenties on the parts and accessories adid hereby are made by the manufacturer. The undereigned purchaser understands and agrees that dealer makes no werranties of any kind, appress or implied, and disclaims all warranties, including warranties of merchantsolity or fitnate for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial cases atising out of such purchases. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not impact to any warranties that such parts and/or accessories are of marchantable quality or that they will enable any vehicle or any of its evalues to perform with reasonable safety, officiancy, or comfort.

#### **AUTHORIZATION FOR REPAIRS**

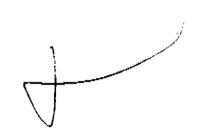
I hereby authorize the repair work herein set forth to be done slong with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, that or any other cause bayand your central or for any delegal assued by unavoilability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing end/or instantian. An oxurous magnituding the fair is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The describing here responsible for demages from freezing due to lock of annifreeza.

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X BERVICE WORKORDER Reedman-Toll Anto World
U.S. Route 1

Langhorne, PA 19047
(215) 757-4961



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PHILADELPHIA, PA

THOMAS WHITE 4368 T223 01/04/08 CVCS840069
9,329 MED GRY MET 602421
06/CHEVROLET/MALIBU MAXX/4DR SDN 7

01/04/08

мо: 9329

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PER RECOMENDED MILAGE INTERVAL
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THANK YOU FOR YOUR BUSINESS!!

PLEASE BE SURE JO TELL OUR CASHIER YOUR EMAIL ADDRESS BEFORE YOU LEAVE. THANKS

CUSTOMER SIGNATURE

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**Brand (1994)** 

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## Reedman-Toll Auto World U.S. Route 1 Langhorne, PA 19047 (215) 757-4961

OPERATION DESCRIPTION

PA STATE & EMISSIONS



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WORKORDER

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No. 6579 P. 6

## MORTHEAST AUTO OUTLET

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3301 GRANT AVENUE PHILADELPHIA, PA 19114 (215) 824-0800 800-873-4712 www.northeastauto.com

SERVICE ADVISOR: 2286 DAVIS, M

TO SERVICE ADVISOR: 2286 DAVIS, M 12578/ 1G1ZT61826F CHEVROLET MALIBU erodnoadel machemeken in eromisection in the policy of the property of the pro IS 01JAN06 CASH 17:00 01AUG08 Oljanos DD OPTIONS: 01AUG2008 09:18 LINE OP CODE TECH TYPE DESCRIPTIONS/INSTRUCTIONS LUBE OIL AND FILTER CPC LOF EST: TOTAL 34.95

CPC ROTATE В EST: TOTAL 24.95

ROTATE TIRES

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#### EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories said hereby are made by the manufacturer. The understigned purchaser understands and agreed that dealer makes no warranties of any kind, express or implied, and discissing all warranties, including warranties of merchantability or threase for a particular purpose, with regard to the parts and/or occessories purchased: and that in no event shell dealer be liable for incidental or enabequantied damages or commercial losses arising out of such purchases. The undersigned purchases further agreed that the warranties excluded by dealer, include, but after hot limited to any warranties that such page and/or accessories are of marchantable quality or that they will enable any variable or any of its systems to perform with reasonable safety, efficiency, or comfort.

#### **AUTHORIZATION FOR REPAIRS**

I heraby authorize the repair work herein set forth to be done stong with the necessory material and agree that you are not responsible for loss or damage to vehicle or stricted left in vehicle in case of firs, theft or any other cause beyond your control or for any delays couled by manylabellity of person of delays in parts shipments by the supplier or transported hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or discovered into purpose of testing and/or inspection. An express machanical lies is nectly adknowledged on above vehicle to secure the amount of rapells therate. The describing in not responsible for demages from freezing due to lack of antifreeds.

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SERVICE WORKORDER

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## NORTHEAST AUTO OUTLET

\*ACCOUNTING\*

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## Reedman-Toll Auto World U.S. Route 1 Langhorfie, PA 19047 (215) 757-4961

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REEDMANTOLL

215-757-4981 www.reedmontoll.com

## Recdman-1011 Auto World U.S. Route 1 Langhorne, PA 19047 (215) 757-4961

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# Pre-Delivery Inspection Procedure for Passenger Cars and Light Duty Trucks

Vehicle Identification Number	Deeler/BAC Code Stock # 6624/2	/ Repair Order # 7//0/5
For proper fluid levels, fluet usage, eou	ipment operation, specifications and proc wristwatches, Jewelry, cell phones, etc.,	edures, refer to the appropriate owner
	anagement's attention. Inspect, perform, ve	rify proper operation, assembly, fit and
Initial Preparation:	Unusual noises/vibrations	Seat beits: material, operation and
Adjust tires to pressures epecified on the Certification Tire Pressure Label. Record results.	Squeaks and rattles Transfer case or TAPshift function (if equipped)	Child Comfort Guide – elastic cord
AFFER: LE U RES LR 34 RR 3	Cruise/adaptive cruise (if equipped) OnStar for connectivity (if equipped)	Removable top/panel, convertible top Displays, gauges and lights (head,
Install loosely shipped parts, such as anterina, wheel covers, luggage rack, pairors and cargo note (torque as	Transmission shifter, clutch, notes, shift smoothness	driving/fog tall, parking, turning, reverse, running, brake, and hazard)
needed) Leave door edge protection and other	Engine performance: Hot start, fdle quality	Trunk safety release (if equipped)  Fit/function/retention of parts such as
shipping/storage materials on until customer delivery	☐ Check for MIL, SES, SVS, and warning lights	bumpers, molding, grille, emblems, doors, deck lid, hood, fuel door and locking cap, tallgate, tire carrier and
Acessories:    Nerify RPO and RPA options	Under Hood:  Check battery state of charge, Record	hatches (if equipped)
Install all accessories; check fit, finish and operation	voltage below. Charge battery if below 12.6 voits	Under Vehicle:  Underbody, drivetrain, suspension, skid plates, exhaust system, lines, linkages
Road Test: ODOMETER: Before 2 After 3	DATE // 24 /D INITIAL /	and hoses  Brake/fuel lines secured in citips
Before, during and after this test, check all standard equipment, options and accessories	Remote hood release, latch and hood safety latch	Check all fluid systems for leaks  Final Inspection & Preparation:
for proper operation, as applicable.	Hoses, lines, cables and wire attachments are free of kinks and clear	Perform just prior to delivery.  Interior: Remove protective coverings.
<u>During Road Tast:</u> Drive on a legal roadway with road conditions pentitting evaluation of	of any moving/hot parts  Hoses, pipes, fittings, seals, gaskets	Clean as required: seats, headliner, kick panels, carpets, console, instrument
the following:  E) Epgine Performance: Gold start,	And plugs for seepage  Fluid levels: Add as required	panel, moldings and hard trim Install floor mats (if equipped)
die quality  HVAC system controls, blower(s),	Bote/Chassis:  Doors, locks, keys and keyless	Thorough exterior wash and dry; check for water leaks
heater, A/C, front defroster and rear detogger	entry system Check ohlid safety door/window locks	<ul> <li>Exterior finish: Check paint finish for dents, dings, chips, scratches, or biomishes. Repair as necessary</li> </ul>
Addio, cassette and GD player (regular, steering wheel and rear controls)  Steering wheel – center position	are in normal (unlocked) position (if equipped) Neutral start safety switch (if equipped)	Erase all messages on voice recorder (If equipped)
Steering for leads, pulls, vibration at //dle, vibration while driving	Dower mirrors (if equipped)	☐ Reset fuel economy readings ☐ Set clock/calender to local time
Wilpers, delay and washers (front and rear)	Electronic compass/temperature for fynction. Set compass to correct zone	<ul> <li>Using a clean cloth, clean the wiper blades using GM Optikleen windehield</li> </ul>
Brakes for noise, pulls, vibration or shudder at both high and low speeds	(if equipped)  Seats: Check operation and that	washer solvent  Thoroughly clean all glass surfaces
☑ Unusual wind noise	removable seats are properly secured	11//
Certification: I contify that this Pre-Delivery In		H Wel 11-29-05
Technician (Print Name)	Service Mañager (Si	gnature) Date

9621 .oN

File With Repair Order

1/05

10288085

Mar. 6. 2009 4:44PM

No. 1599 P. 2

AR 6, 2009 CUSTOMER NAM TOTAL R/O'S	SUMMARY HIS	TOTAL	SERV.	DAYS	 7	<b></b> -		31ZT61826F HEVROLET
·N# RO.NO.	RO. DATE. 1 01/04/2008 10/03/2007	9329	ATTTTATTT	1368 1031 1031 1031	12345 123	WHH OHHOO	OPERATION CODE.  00CVZ005 00CVZ001 09CVZ 13CVZ03 00CVZ04 11CVZ 11CVZ 06CVZ12 00CVZ	DESCRIPTION  PA STATE/EXEMPT LUBE/OIL/FILTER SUSPENSION CONCE ENGINE NOISE 4 TIRE ROTATION  STEERING CONCER! STEERING/SUSPENSION MULTI POINT INS
3 711015	11/23/2005	3		3839 1544 1544 1544	1 2 3	I	75CVZMALIBŪ 75CVZŽ 75CVZZ7	NEW CAR PDI EXEMPT EMISSION PDI FLUID ADDS

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7

REEDMAN-TOLL AUTO WORLD 1700 BASTLINCOLN HIGHWAY LANGEORNE, PA 19047 Phone: (215) 757-4961

Fax: (215) 757-7971

From: Reed Man Toll Cheuy Date: 3609

Pages: (Including cover) 23 pages

CC

Pages: (Including cover) 23 pages

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Reproduction or unauthorized use may be punishable by law

Mar. 6. 2009 4:44PM

No. 1599\_\_\_P. 3

## Chevrolet Malibu

Date 11/23/05

StockNo

602421

Make

Chevrolet Malibu

S O No.

JMCG1P

Serial No.

1G1ZT61826F

Trim

**Ebony Custom Cloth** 

Paint

Medium Gray Metallic

Motor

ENG,3.5L 3500 V6 SFI

Key No. IGN

G0416

Trunk

Body No.

LT Maxx Sedan

Factory List

\$21,650.00

/ TCR DAMAGE

<del>, S / M / FN / TM2 / CD / A</del> / RR

C/RB/TE/WC/B/S/LP/MF

CD W CART

NAV. SYS. W CART

AIR GAGE

DVD W REMOTE

**HEADPHONE 2** 

1599

4:44PM

2009

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RECOMAN-TOLL AUTO WORLD ANGHORNE PA 19047-3004

# WE OWE

NAME CHEVROLET 2006 MAKE YEAR ADDRESS **4DR\_SDN** MODEL PHILADELPHIA **7P** STATE CITY 161ZT61826P VIN NO. PHONE DEL DATE 03/31/2006 SALESPERSON JAMES A BERTOLINO PART NAME OF ITEM QTY. NO ADDITIONAL ITEMS DUE

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 this above work can be performed.

THIS RECEIPT MUST BE PRESENTED FOR SERVICE

(FOR APPOINTMENT CALL SERVICE DEP

MOTHING ADDITIONAL PROMISED

CUSTOWNA

DATE APPHOVED

03/31/

Mar. 5. 2009 2:26PM

No. 6579 P. 1

# NORTHEAST AUTO OUTLET

3301 GRANT AVENUE

PHILADELPHIA, PA 19114 215-824-0800

TELECOPIER COVER LETTER
DATE 3_5
PLEASE DELIVER THE FOLLOWING PAGE(S) TO:
NAME Patricia Easley
FIRM GMBRC
FAX NUMBER 866 508 1964
SENT BY
TOTAL NUMBER OF PAGES
MESSAGE: RO HISTORY FOR

OUR FAX NUMBER: 215 - 824 - 2083

#### CONFIDENTIALITY

This message is intended only for the use of the individual or the entity to whom it is addressed and may contain information that is privileged, confidential, or exempt from disclosure under applicable federal or state law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, then you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this facelmille in error, please immediately notify us by fax or telephone at the numbers above. Thank You.



Cherry I March Cherry Cherry Ruginess Romanus Cherry 90: Bun 3017th Brands III 48272-5170

VIA FAX ONLY

March 5, 2009

Leon Newman, Service Director NORTHEAST CHEVROLET 3301 GRANT AVE PHILADELPHIA, PA 19114-2629

RE:

Service Request: 71-695081590 2006 Chevrolet Malibu MAXX Vehicle Identification Number: 1G1ZT61826F Customer Relationship Specialist: Patricia Easley

#### Dear Loon Newman:

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:

Service and body shop repair orders of all internal, customer pay, and warranty repair orders, (to
include front and back as well as technician notes). Also, include any receipts for aftermarket or
dealer add-ons.

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact me at 1-866-790-5600, extension 11216. If at all possible, due to GM guidelines, please fax/send (via overnight mail) requested documents within 24 hours. Thank you for your assistance.

Sincerely,

General Motors Corporation

















#### **Privileged and Confidential Information**

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

By: Pat Easley State: PA

Customer Name: Service Request: 71-695081590 GM Legal File No.: N/A

Vehicle ID No.: 1G1ZT61826F In Service Date: 3/31/2006 Vehicle is: NEW BAC Code: 206432

Vehicle Purchased Used on: N/A

Year, Make & Model: 2006 Chevrolet Malibu Maxx Lien holder: GMAC⊠ Other⊡: {Name}

GMAC ☑ Other ☐: {Name} DVM requests Purchase Price of involvement?: no Vehicle: \$ 22,684.04

Was TAC contacted for this vehicle NO

If TAC was NOT contacted, why? No need to as customer has been in for a concern not duplicated and pitted rotors.

## **VEHICLE REPAIR HISTORY**

## <u>Brakes</u>

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10-2-07	826158	*	7,271	C/S vibration when braking. Happens at highway speed. /All 4 rotors pitted and have excessive thickness variations. Road test and inspect. – Machine all 4 rotors and road test. Necessary to replace front rotors due to being warped.

## 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
1-4-08	840069	*	9,329	C/S that at idle, sound like a percolating coffee potNo problem found . All noises normal.

## 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
12-20-06	717050	1	3,066	C/S when parking in a tight spot power steering hard to steer-Customer concern not duplicated. <b>Normal condition. No problem found at this time.</b>
6-22-07	735340	1	6,221	C/S when at a stop or at a very slow speed, (ie. parking), the power steering does not work. Customer can hardly turn the steering wheel. The tires will not turn. OK when driving at higher speeds. /Scan power steering system. No codes. Road test. Make parking maneuversCannot duplicate. Working Normally.
1-20-09	786635	1	14,528	C/S check power steering. Inoperative when making parking maneuvers. /Scan PSCM. No codes. Road test. <b>Cannot duplicate concern</b> .



Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
1-4-08	840069	1	9,329	C/S when first pulling away and coming to a stop, hears a rubbing sound in the rear <b>No problem</b>

#### 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
10-3-07	826158	1	7,271	C/S power steering does not seem to be operating when driving at low speeds. /Check operation. All 4 tires 10 PSI low. –Adjust tire pressures and check. OK.  C/S torque steering takes wheel out of hands when lane changing at highway speedSee JOB #1.
				9 - 3 - 1 - 1 - 1 - 1 - 1

#### **Accident/Insurance Information:**

Has the vehicle ever been involved in an accident?No

Did you confirm your answer with the dealer?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? N/A

Has the customer filed any insurances claims on this Vehicle? N/A

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

#### THE STATE LEMON LAW READS:

Days out of service: 30

Repairs 3

Time period: 12 months, 12,000 miles

Does Lemon Law state nonconformity must continue to exist? Yes

If applicable, safety-related repairs

Safety-related time period

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 INFOR	RMATION PROVIDED BY [	DEALER SERVICE MGR(S)						
PERTINENT FACTS FROM P	REVIOUS SRs WHICH RE	LATE 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: \$

Date:

TEAM MANAGER APPROVING:

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.			

<sup>\*</sup> SES light is to be captured under affected component above.

ROBERT M SILVERMAN\*\*
CRAIG THOR KIMMEL\*-

\* Member, PA Bar \* Member, NJ Bar \* Member, DE Bar \* Member, NY Bar ^ Member, MA Bar \* Member, MB Bar \* Member, OH Bar \$ Member, MI Bar

"Member, NH Bar

<sup>±</sup>Member, CT Bar



JACQUELINE C. HERRIITI\*

ROBERT A. RAPKIN\*

MELISSA K. FIALA\*

IRAP SMADES'

ANGELA K. TROCOLI\*\*

FRED DAVIS\*\*

AMY L. BENNECOFF\*\*

CHRISTINA GILL ROSEMAN\*\*

RICHARDA A. SCHOLER\*

KATE G. SHUMAKER\*\*

#### 1-800-LEMON LAW

www.lemonlaw.com

CORPORATE HEADQUARTERS 30 E. Butler Pike Ambler, PA 19002 P (215) 540-8888 F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

March 4, 2009

VIA EMAIL ONLY gmerinfo@gmexpert.com

General Motors Corporation - PA (all) 30007 Van Dyke Avenue Warren, MI 48090-9065

Re: v. General Motors Corporation

Vehicle: 2006 Chevrolet Malibu-Maxx

Date of Purchase: 03/31/2006

Place of Purchase: Reedman Toll, Langhorne

VIN: 1G1ZT61826F

Dear Sir/Madam:

Please be advised that this office represents the above individual against General Motors Corporation pursuant to the Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

## DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Robert M. Silverman

RMS\TL

cc: Frederick Grace

North American Operations General Motors Corporation Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-2530 CHECK NO. DATE **AMOUNT \*\*\*\*\*\*\*\*\*\***6,500.00 05/07/09 XXXXXXXXXXX6,500 DOLLARS \*\*\*\*OO CENTS North American Operations General Motors Corporation Disbursement Account CHICAGO SIGNATURE The Chase Manhattan Bank, N.A. Syracuse, New York AUDIT North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530 DETACH BEFORE DEPOSITING CHECK VENDOR DUNS NO. CHECK NO. BB 000000011 PAYMENT DATE VENDOR NAME 05/07/09 REGISTER NO DESCRIPTION INVOICE DATE DOC. REFERENCE NUMBER % DISC. INVOICE AMOUNT DISC. AMOUNT NET AMOUNT 05/06/09 VM 1-BXXJ3Z 71-701759847.1-BXXJ3Z 00.0000 6,500.00 6,500.00 .00 1G2ZG558964

ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782

6,500.00

**M3** 

.00 6,500.0

May 5, 2009

Connie Postelli, Esq. Law Offices of Connie J Postelli 19952 Torrence Ave Lynwood, IL 60411

RE: v. General Motors Corporation

Service Request: 71-701759847

2006 Pontiac G6

Vehicle Identification Number: 1G2ZG558964

Customer Relationship Specialist: Shera Vasquez

Dear Ms. Postelli:

Enclosed please find a check in the amount of \$6,500.00 made payable to to settle the above-referenced case.

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

Sincerely,

General Motors Corporation

LG0062 V07092007



### james.cocking@GM.COM 02/12/2009 10:29 PM

To cynthia\_reyes@gmexpert.com

CC

bcc

Subject Re: DVM notification - Please reply SR#71-701759847 -



Option D please: 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).

#### Jim Cocking

North Central Region

District Service Manager

PH: (312)343-4231 cell

To learn more about GM's great lineup of cars and trucks, go to <u>www.GM.com</u>. Did you know all 2009 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.

cynthia\_reyes@gmexpert.com

02/12/2009 01:48 PM

To james.cocking@gm.com

CC

Subject DVM notification - Please reply SR#71-701759847 -

\_\_\_\_

DVM Region 50 James Cocking:

Hi, my name is Cynthia Reyes. This email is to follow up on my voicemail regarding Service Request 71-701759847 for customer to the customer's vehicle is a 2006, Pontiac G6 with 24,344 miles. Vin# 1G2ZG558964. The customer has been working with Roger's Auto Group in Chicago, IL. 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,

Cynthia Reyes cynthia\_reyes@gmexpert.com 866-790-5600 ext. 1115 Andrea Medlock Paralegal Krohn & Moss, Ltd Consumer Law Center Phone: 312-578-9428 x 223

Fax: 866-289-0898

Krohn & Moss, Ltd.

Arizone, Californie, Floride, Illinois, Indiane, Minnesote, Missouri, Neveda, Ohio, Weshington DC, Wisconsin
Main Office

120 West Madison, 10<sup>th</sup> Floor

Chicago, Illinois 60602

www.krohnandmoss.com

Writer's Direct Number (312) 578-9428 Ext. 216 Writer's Direct Facsimile (866) 309-9458 Writer's Direct E-Mail emoss@consumerlawcenten.com

Writer licensed to practice only in: Illinois Wisconsin

February 13, 2009

VIA FACSIMILE: 866-363-8695 with confirmation received

General Motors Corporation Attn: BRC Legal/Cynthia Reyes P.O. Box 33170 Detroit, MI 48232

RE: v. General Motors Corporation

Dear Ms Reyes:

Pursuant to your request dated February 12, 2009, please find attached our client's documentation.

If you have any questions or comments, please contact me immediately. Thank you in advance for your cooperation.

Gregory H. Moss Attorney at Law

GM/am

FAX NO. :

FROM:

Feb. 04 2009 05:51PM P1

Rogers Auto Group 95172 308379 HTUNDAL COMMO COMM \*INVOICE\* E 80016 . - 019-E25-4300 Telephone: (312) 225-4300 Fax: (312) 567-9498 Internet Address: www.rogersautogroup.net Chicago License No. 000243 CHICAGO, IL PAGE 1 HOME: BUS SERVICE ADVISOR: EXT PARKS 1 MILEAGE IN/ OUT COLOR MAKE/MODEL TAG 06 PONTIAC G6 DEL DATE VAR. RATE PAYMENT CASH R.O. OPENED OPTIONS: STK:P8071A ENG:3.5 Liter SFI TRN:MX0 06:54 04FEB09 09:04 22JAN09 LINE OPCODE TECH TYPE HOURS LIST CUSTOMER STATES THE STEERING WILL BE VERY TIGHT AND DIFFICULT TO TURN WITH WARNING DISPLAYING ACROSS RADIO. IT WILL FREE UP TO MOVE NOT TO OFTEN AT ALL IT IS MORE DIFFICULT THEN EASY / / 1199 RECALIBRATED SYSTEM AND MODULES WITH TEST DRIVES (N/C) 2 TMISC SUBL ENTERPRISE 56043 SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH#2 AT 24,344 AND WITH TECH#33 AND CAR WAS AND CA WITH TECH#33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL TEST DRIVEN TWICE WITH NO CONCERNS DUPLICATED AFTERWARDS B GM QUICK LUBE PLUS-28 POINT SAFETY CHECK SAME SAME 3K GM QUICK LUBE PLUS-28 POINT SAFETY CHECK 12.85 12.85 CR6 2 5.00 5.00 5.00 1 25010792 FILTER. CHEVEOLDI62 1 SOLVENT WASHER F FILLING 1.62 1.62 1..69 1.69 8.45 5 OIL ENGINE 0.35 0.35 0.35 1 LUBE GREASE \*\*\*\*\*\*\*\*\* C COURTESY VISUAL SERVICE INSPECTION CAUSE: RENTAL 27903 3 DAYS RENTAL 2 W FC: 99 PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: MJ DECENTIA: This business is required to be licensed pursuant to IL. revised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the atterney General. DL # 89 CONTROL DESCRIPTION TOTALS We guarantee our LASOR AMOUNT service work for 12 PARTS AMOUNT "ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS." months or 12,000 GAS, OIL, LUBE miles, whichever SUBLET AMOUNT comes first. If our EPA CHARGES repair or replacement falls in TOTAL CHARGES normal service, we LESS INSURANCE will fix it from of SALES TAX charge. Parts and PLEASE PAY THIS AMOUNT Labor. Customer's Signature:

03/03/09 01:07PM PST 8662890898 -> 8663638695

Pg 4/9

FROM: FAX NO. : Feb. 04 2009 05:51PM P2 Rogers Auto Group 95172 308379 (250) \*INVOICE\* # 50618 - 31E-226-4300 Telephone: (312) 225-4300 - Fax: (312) 567-9498 Internet Address: www.rogersautogroup.net Chicago License No 000243 CHICAGO, IL PAGE 2 HOME: BUS SERVICE ADVISOR: 28 DWAYNE EXT PARKS 16 CELL: MAKE/MODEL TAG YEAR 24623/25678 PAYMENT NV. C 06 PONTIAC G6 PROD DATE WARH EXP. VARCRATE DEL DATE 04FEB09 06MAR06 OPTIONS: R.O. OPENED STK: P8071A ENG: 3.5 Liter SFI 09:04 22JAN09 06:54 04FEB09 LIST LATOT LINE OPCODE TECH TYPE HOURS OUR SERVICE STAFF WANTS YOU "COMPLETELY SATISFIED", IF WE FAIL TO DO SO PLEASE CONTACT US IMMEDIATELY SO THAT WE MAY CORRECT YOUR CONCERN. AGAIN THANK YOU March Company FOR YOUR VALUED BUSINESS GENTINE CHEVROLUT

This business is required to be licensed pursuant to it. revised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the atterney General. DL #89

"ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OF IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS."

Customer's Signature:
After a contract and the second and

We guarantes our service work for 12: months or 12,000 miles, whichever comes first. If our repair or replacement falls in normal service, we will fix it free of charge. Parts and

Labor.

	and the second s
DESCRIPTION	TOTAL5
LABOR AMOUNT	12.85
PARTS AMOUNT	15.42
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
EPA CHARGES	0.00
TOTAL CHARGES	28,27
LESS INSURANCE	0.00
SALES TAX	1.58
PLEASE PAY THIS AMOUNT	29.85

FAX NO. :

FROM:

Р3

Feb. 04 2009 05:52PM

95172 308379 ROGERS AUTO GROUP \*ACCOUNTING\* 2720 S. MICHIGAN AVE. . CHICAGO, ILLINOIS 80616 Telephone: (312) 225-4300 · Fax: (312) 567-9498 CHICAGO. Internet Address: www.rogersautogroup.net PAGE 1 HOME: BUS : Chicago License No. 000243 SERVICE ADVISOR: LICENSE EXT PARKS 161 MILEAGE IN/CUT MAKEIMODILL VIN TAG DEL DATE PRODUDATE WARE EXP 24623 PAYMENT HE RESIDENT INV. DATE MARO6 IS R.O. OPENED 120. 00 OPTIONS: CASH 04FEB09 STK:P8071A ENG:3.5\_Liter\_SFI 09:04 22JAN09 06:54 04FEB09 LINE OPCODE TECH TYPE A/HRS S/HRS COST BALE A CUSTOMER STATES THE STEERING WILL BE VERY TIGHT AND DIFFICULT TO COMP NET . TOTAL. WITH WARNING DISPLAYING ACROSS RADIO. IT WILL FREE UP TO MOVE TURN NOT TO OFTEN AT ALL IT IS MORE DIFFICULT THEN EASY / / 1199 RECALIBRATED SYSTEM AND MODULES WITH TEST DRIVES 2IMISC 0.00 0.00 O SUBL ENTERPRISE 56043 0.00 0.00 48600 48600 VERSION 1 (EMP# 28,04FEB09 06:52): RECALIBRATED AND RELEARNED 486.00 486.00 SYSTEM DUE TO STEERING NOT RESPONDING TO SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH#2 AT 24,344 AND BEFORE THAT THE CUSTOMER HAD SAME CONCERNS 9/4/08 AT 22,942 RO#298231 WITH TECH#33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL VERSION 2 (EMP# 28,04FEB09 06:54); RECALIBRATED AND RELEARNED SYSTEM DUE TO STEERING NOT RESPONDING TO SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH#2 AT 24,344 AND BEFORE THAT THE CUSTOMER HAD SAME CONCERNS 9/4/08 AT 22,942 RO#298231 WITH TECH#33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL TEST DRIVEN TWICE WITH NO CONCERNS DUPLICATED AFTERWARDS B GM QUICK LUBE PLUS-28 POINT SAFETY CHECK 3K GM QUICK LUBE PLUS-28 POINT SAFETY CHECK CR6 0.40 0.40 1210 1285 1 25010792 FILTER 12.85 12.85 386 500 0 1 SOLVENT WASHER 5.00 5.00 5.00 162 162 5 OIL ENGINE 0 1.62 1.62 845 1.62 845 0 1 LUBE GREASE 1.69 1.69 8 45 C COURTESY VISUAL SERVICE INSPECTION 25 35 Ó 0.35 0.35 0.35 CAUSE: RENTAL Z7903 3 DAYS RENTAL 152 2 W 0.00 0.00 0 0 FC: 99 PART#: COUNT: 0 0.00 0.00 CLAIM TYPE: AUTH CODE: ΜJ This business is required to be licensed pursuant to IL revised statute, chapter 95 1/2 , sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attorney General. DL #89 DESCRIPTION TOTALS We guarantee our. LABOR AMOUNT "ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER IROGERS AUTO GROUP) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS." service work for 12 PARTS AMOUNT months or 12,000 GAE, OIL, LUBE miles, whichever comes first. If our SUBLET AMOUNT repair or EPA CHARGES replacement fails in TOTAL CHARGES normal service, we LESS INSURANCE will fix it free of SALES TAX charge. Parts and Customer's Signatu Labor. PLEASE PAY THIS AMOUNT 11/2-11

Feb.

FAX NO.

ROGERS AUTO GROUP 2720 S. MICHIGAN AVE CHICAGO , IL 60616 312-587-4300

COPY 02/04/2009 11:00:09 Debited:

Transaction #

1.2

Acc: Entry:

Swiped

Invoice # Debited:

308379 29.85

Reference No.:

02161161

Auth Code: Response: APPROVAL R#005

923330

Resp. Code:

AAR1

Acont Type:

CHECKING

CUSTOMER COPY

THANK YOU HAVE A NICE DAY!

FROM

913127451963

01/30/2009 16:48

PAGE 05/06 Rogers Auto Group 306271 95172 \*INVOICE\* Telephone: (312) 225-4300 · Fax: (312) 567-9498 Internet Address: www.rogersautogroup net Chicago License No. 000243 PAGE 1 CHICAGO. BUS: HOME: SERVICE ADVISOR: 75 CINDI TAG MAKE/MODEL COLOR YEAR 24344/24344 | ' PAYMENT PROMISED 12.00 PD:NOVE 6005 PROD DATE WARR EXP. DEL DATE CASH :00. STK: P8071A ENG: 3.5 Liter SFI TRN: MXO OPTIONS: READY RO. OPENED 113:19 26DEC08 12:27 22DEC08 TOTAL NET LIST LINE OPCODE TECH TYPE HOURS A POWER STEERING LIGHT COMES ON AND ENG DIES RESTARTS BACK UP CAUSE: SHORTED EB434 POWER STEERING ASSIST MOTOR REPLACEMENT (N/C)W (Ñ/C) 1 25805894 MOTOR F©: 6G PART#: 25805894 COUNT: 1 Andrews and the same of the sa CLAIM TYPE: AUTH CODE: OJ. B\*\* RENTAL CAUSE: RENTAL Z7904 RENTAL NEEDS, ZONE AUTH (N/C)W FC: 99 PART#: CHEVROLET JENUINE CLAIM TYPE: AUTH CODE: SUBL ENTERPRESE PO#55480 W OUR SERVICE STAFF WANTS YOU COMPLETELY IF WE FAIL TO DO SO PLEASE CONTACT US IMMEDIATELY SO THAT CORRECT YOUR CONCERN. AGAIN THE AGAIN THANK YOU FOR YOUR VALUED BUSINESS \*\*\*\*\*\*\*\*\*\*\*\*\* TOTALS DESCRIPTION This business is required to be licensed pursuant to IL. revised statute, chapter LABOR AMOUNT 0.00 95 1/2 , sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attorney General. DL # 89 We guarantee our service work for 12 PARTS AMOUNT 0.00 months or 12,000 "ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY EXPRESS OR IMPLIED, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS." GAS, OIL, LUBE 0.00 mlies, whichever SUBLET AMOUNT 0.00 comes first. If our 0.00 EPA CHARGES repair or replacement falls in TOTAL CHARGES 0.00 normal service, we LESS INSURANCE 0.00 will fix it free of SALES TAX 0.00charge. Parts and PLEASE PAY THIS AMOUNT Labor. 0.00 Customer's Signature:

8662890898

03/03/09 01:07PM PST

#### ODOMETER DISCLOSURE STATEMENT

FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN A FINE OR IMPRISONMENT.

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CHICAGO, IL 60616	- <b>-</b>	(STATE)	(ZIP CODE)
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PAGE 02/02

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Seller			(Business Aridres		CHICHGO	(City)	(State) (-
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PREPAYMENT: THE B	uyer may Prepay	IN FULL OR	IN PART THE	UNPAID BAL	ANCE OF THE	CONTRACT AT ANY TIME	WITHOUT PENALTY
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Andrea Medlock Paralegal Krohn & Moss, Ltd Consumer Law Center Phone: 312-578-9428 x 223

Fax: 866-289-0898

Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)

Main Office

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

Writer's Direct Number (312) 578-9428 Ext. 217 Writer's Direct Facsimile (866) 289-0898 Writer's Direct E-Mail scohen@consumerlawcenter.com

Writer licensed to practice only in: Illinois Indiana

March 3, 2009

VIA FACSIMILE: 866-363-8695 with confirmation received

General Motors Corporation Attn: BRC Legal/Cynthia Reyes P.O. Box 33170 Detroit, MI 48232

RE:

v. General Motors Corporation

Dear Ms. Reyes:

Pursuant to your request dated February 12, 2009, please find attached our client's documentation.

If you have any questions or comments, please contact me immediately. Thank you in advance for your cooperation.

Sincerely,

Scott M. Cohen Attorney at Law

SC/am

16307718297

Line 1

0B:57:02 p m 02-26-2009

2 /2

Fax Server

12/3/2008 3:07:38 PM PAGE 3/003 Fax Server

#### **VEHICLE INFORMATION**

The current vehicle mileage is 25000 Date mileage read: 3-35-0.9



LG0005 V08012008

175 日



i Site.



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### Lynn Johnson/Austin/GM1 03/13/2009 04:00 PM

Mr. Moss: I have assumed this file from Edna Rodrigiez as it has not become a lawsuit. Are you still handling personally? I see Edna sent an offer of \$4,000 inclusive yesterday. I am attaching a copy. Have you discussed with the client? Please advise.

Lynn Johnson 200 Otto doo Legal Agent/Business Resource Center Aditya Birla Minacs

Phone: 866-790-5600 ext. 11156

Fax: 866-554-4015

Email: lynn\_johnson@gmexpert.com

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail or by calling 800-231-1841 so that our address record can be corrected. Thank you.

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



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#### VIA FAX ONLY

March 16, 2009

Cassie Yates, Esq. Krolm & Moss, Ltd. 120 W Madison St Fl 10 Chicago, IL 60602

RE:

Service Request: 71-701759847

2006 **P**ontiac **G**6.

Vehicle Identification Number: 1G2ZG558964

Customer Relationship Specialist: Lynn Johnson

Dear Ms. Yates:

We have received your counteroffer via email dated March 13, 2009. In an attempt to settle this matter, General Motors is making an offer of \$4,600.00 while this matter is still in the Early Resolution program.

We ask that you discuss General Motors Corporation's offer with your client at your earliest opportunity. This offer will remain available for ten (10) calendar days from the date of this letter. If your client agrees with the terms of this offer, please have the offer letter executed where indicated and faxed to the number on the fax cover sheet.

Sincerely,

General Motors Corporation Business Resource Center 1-800-231-1841

cc: FILE LC0100 V07092007	Current Vehicle Mileage
Client's Signature	Client's Signature
 Date	 Date

















#### VIA FAX ONLY

March 12, 2009

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

RE:

Service Request: 71-701759847

2006 Pontiac G6

Vehicle Identification Number: 1G2ZG558964

Customer Relationship Specialist: Edna Rodriguez

Dear Mr. Moss:

We regret that your client(s) is dissatisfied with her 2006 Pontiac G6 and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$4,000.00.

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

Your client(s) would retain the vehicle.

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















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

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

Sincerely,	
General Motors Corporation	
cc: FILE	
LG0044 V01032008	
Attach.	
Odometer	
Client's Signature	Client's Signature
Date	Date





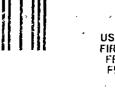












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General Motors Corporation PO Box 33170
Detroit MI 48232-5170

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Krohn & Moss, Ltd.

Arisona, California, Florida, Illinais, Indiana, Minnosota, Missouri, Novada, Ohio, Washington DC, Wisconsin
Main Office

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

Writer's Direct Number (312) 578-9428 Ext. 216 Writer's Direct Facsimile (866) 309-9458 Writer's Direct E-Mail gmoss@consumorlawcenter.com

Writer licensed to practice only in:
Illinois
Wisconsin

February 6, 2009

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

RE:

v. General Motors Corporation

Vehicle:

2006 Pontiac G6

· VIN:

1G2ZG558964

Our File No.:

I0900292L

Dear Sir or Madam:

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

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

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

There is a defect present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. The defect includes, but is not limited to:

- 1. Defective power steering as evidenced by illumination of the power steering light and steering hard and difficult to turn and engine dying out; and
- 2. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defect listed above constitutes a substantial impairment of the use, value and/or safety of the vehicle. Because of this defect, my client has justifiably lost confidence in the vehicle. As one court has stated:

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

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

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

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

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

Therefore, you are hereby notified in writing of your breach of warranty and of my client's intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

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

To avoid any litigation, my client merely requests the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

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

Gregory H. Moss Attorney at Law

GM/dh

cc:



**Service of Process Transmittal** 03/10/2009

CT Log Number 514554586

TO: Connie Postelli

Law Office of Connie J. Postelli 19952 Torrence Avenue

Lynnwood, IL 60411

Process Served in Illinois RE:

FOR: General Motors Corporation (Domestic State: DE)

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

TITLE OF ACTIONS Pltf. vs. General Motors Corporation, Dft.

DOCUMENT(S) SERVED: Summons (2 sets), Complaint, Affidavit, Exhibit(s)

COURT/AGENCY: Cook County Circuit Court - Municipal Department - First District, IL

Case # 20091116338

Product Liability Litigation - Manufacturing Defect - 2006 Pontiac G6 - VIN # 1G2ZG558964 Inoperable power steering and engine NATURE OF ACTION:

ON WHOM PROCESS WAS SERVED: C T Corporation System, Chicago, IL

DATE AND HOUR OF SERVICE: By Process Server on 03/10/2009 at 09:30

APPEARANCE OR ANSWER DUE 03/24/09 at or before 9:30 a.m.

ATTORNEY(5) / SENDER(5): Krohn & Moss Ltd

120 West Madison 10th Floor Chicago, IL 60602 312-578-9428

SOP Papers with Transmittal, via Fed Ex 2 Day , 790163828639 Image SOP Fax Transmittal, Rosemarie Williams 313-665-7572 **ACTION ITEMS:** 

CC Recipient(s)

Rosemarie Williams, via Regular Mail

SIGNED: C T Corporation System Jill Duffy-Baricovich PER: ADDRESS:

208 South LaSalle Street

Suite 814

Chicago, IL 60604 312-345-4336 TELEPHONE

Page 1 of 1 / DT

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

Address:

Atty No.:

City: Telephone:

# IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT, FIRST DISTRICT

	· · · · · · · · · · · · · · · · · · ·			
Plaintiff,	) )	No. Return Date:	2009111633 CALENDAR/F TIME 09:30	ROOM 1:06
VS,		PLEASE SER		warrants warrants
GENERAL MOTORS CO	RPORATION ) )	General Motors c/o CT Corpora 208 S. LaSalle S Chicago, IL 606	tion System St., Suite 814	
Defendant.	)			
	<u>ŞUMMO</u>	<u>DNS</u>		
± 3 – 2 u	written appearance by yourd J. Daley Center, Chic 2009. Answer to the complaint i	cago, Illinois 60602 in Room 602 as rec AULT MAV RE T.	2, at or before 9:30 A quired by Par. 3(c) in	.M. on
To the officer: This summons must be returned by service and fees, if any, immediately cannot be made, this summons shall the day of appearance. THERE WILL BE A FEE: TO FILE YOUR APPEARANCE SINCE CLAIM IS UNDER \$15, THE FEE WILL BE \$168.00.	be returned so endorsed. The	in 3 days before the da is summons may not b	Te	
	Clerk of the	ircuit Court		
	Date of service (To be inserted by a	officer on copy left with	, 2009 h Defendant or other pers	:0 <b>0</b> )
Name: Krohn	& Moss, Ltd.			

120 West Madison Street, 10th Floor

Chicago, Illinois 60602

(312) 578-9428

33599

#### IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT, FIRST DISTRICT

•	)		·	
	j j	No.	200911163	
Plaintiff,	)	Return Date:	CALENDAR/ TIME 09:3	
vs.	) }	PLEASE SER	<u>ve</u> Breach of	
GENERAL MOTORS CORPORA	TION )	General Motors c/o CT Corpora		
	)	208 S. LaSalle S		
	)	Chicago, IL 606	504	
Defendant.	)			
	SUMM	<u>ONS</u>		
To the Defendant:	•			
YOU ARE SUMMONED an	d required:			• •
1. To file your written a				
fee in Room 602 of the Richard J. Da , 2009.	dey Center, Chi	cago, Illinois 6060	2, at or before 9:30 .	A.ML on
2. To file your answer to	o the complaint	in Room 602 as re	quired by Par. 3(c)	in the
Notice to Defendant below.				
IF YOU FAIL TO DO SO, A JUDGE	MENT BY DEF	AIILT MAY BE T	AKEN AGAINST Y	<b>O</b> U
FOR THE RELIEF ASKED IN THE				
ATTACHED.				
To the officer:		•		
This summons must be returned by the office service and fees, if any, immediately after ser				
cannot be made, this summons shall be return				
the day of appearance. THERE WILL BE A FEE:				
TO FILE YOUR APPEARANCE,				
SINCE CLAIM IS UNDER \$15,000.00, THE FEE WILL BE \$168.00.	Witness	والإردان ال	112 0 3 2009	
·		- MARIE SIND		
•	Clerk of 🛍	Circuit Court		
	Date of servi	P.O.	, 2009	
			ith Defendant or other p	erson)
	<b>.</b>			v A
Name: Krohn & Mo	ss, Ltd.	•		

Attorney For:

Address:

120 West Madison Street, 10th Floor

City:

Chicago, Illinois 60602

Telephone:

(312) 578-9428

Atty No.:

33599

### IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT, FIRST DISTRICT

Plaintiff,	)	general de la companya del companya del companya de la companya de
vs.	) ) No. )	2009 <b>1</b> 11633\$ Calendar/Robb 1:02
GENERAL MOTORS CORPORATION,	)	TIME 09:30 Bra <b>ach</b> of Marranty
Defendant.	)	ŕ

#### **COMPLAINT**

NOW COMES the Plaintiff, by and through her attorneys, KROHN & MOSS, LTD., and for her complaint against Defendant, GENERAL MOTORS

CORPORATION, alleges and affirmatively states as follows:

#### **PARTIES**

- 1. Plaintiff, "("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Illinois.
- 2. Defendant, GENERAL MOTORS CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Cook, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including ROGERS AUTO GROUP., ("Seller"). Manufacturer does business in all counties of the State of Illinois including Cook County, and maintains offices in the County of Cook, State of Illinois.

#### BACKGROUND

- 3. On or about June 16, 2008, Plaintiff purchased from Seller a 2006 Pontiac G6 ("G6"), manufactured by Manufacturer, Vehicle Identification No. 1G2ZG558964 for valuable consideration (Plaintiff is attempting to locate her purchase contract and will produce same when found. Notwithstanding, Defendant is in possession of same).
- 4. On information and belief, the purchase price of the G6, excluding registration charges, document fees and sales tax, collateral charges, such as bank and finance charges, totaled approximately \$16,365.00.
- 5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the G6 was not fit for its ordinary purpose of providing trouble free and reliable transportation.
- 6. In consideration for the purchase of the G6, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty six thousand (36,000) mile coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet (See copy of warranty booklet, attached hereto as Exhibit "A").
- 7. On or about June 16, 2008, Plaintiff took possession of the G6 and shortly thereafter experienced the defect listed below that substantially impairs the use, value and/or safety of the G6.
- 8. The defect described below violates Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.
- Plaintiff delivered the G6 to Manufacturer, through its authorized dealership network on numerous occasions.

Mar. 12. 2009 12:05PM

- 10. Plaintiff avers that the G6 has been subject to repair on at least three (3) occasions for the same defect, and that the defect remains uncorrected.
- 11. Plaintiff brought the G6 to Seller and/or an authorized service dealer of Manufacturer for the following defect:
  - a. Defective power steering as evidenced by illumination of the power steering light and steering hard and difficult to turn and engine dying out; and
  - b. Any additional complaints made by our client, whether or not they are contained in the repair records of the Defendant's authorized dealer.
- Plaintiff provided Manufacturer, through its authorized dealership network,
   sufficient opportunities to repair the G6.
- 13. After a reasonable number of attempts and/or reasonable amount of time to cure the defect in Plaintiff's G6, Manufacturer was unable and/or failed to repair the defect as provided in Manufacturer's warranty thus causing Defendant's limited remedy to repair the G6 to fail of its essential purpose.
- 14. Plaintiff justifiably lost confidence in the G6's safety and reliability, and said defect has substantially impaired the value of the G6 to Plaintiff.
- 15. Said defect could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the G6.
  - 16. As a result of the defect, Plaintiff provided written notice to Defendant.
- 17. The G6 remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defect that substantially impairs its use, value and/or safety.
- 18. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable G6.

# COUNT I BREACH OF WRITTEN WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- 19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this complaint.
- 20. Plaintiff is a purchaser of a consumer product who received the G6 during the duration of a written warranty period applicable to the G6 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.
- 21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.
- 22. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.
- 23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the G6 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
- 24. Plaintiff's purchase of the G6 was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the G6 to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the G6 in the event that the G6 failed to meet the specifications set forth in Manufacturer's warranty.
- 25. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the G6 to Plaintiff.
- 26. Said purchase of Plaintiff's G6 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

- 27. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.
- 28. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.
- 29. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

# COUNT II BREACH OF IMPLIED WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- 30. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this complaint.
- 31. The G6 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to the intended consumer, Plaintiff herein.

- 32. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.
- 33. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.
- 34. Pursuant to 15 U.S.C. §2308, Plaintiff's G6 was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the G6 was intended.
- 35. The G6 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the G6 contained in the contracts and labels.
- 36. The above described defect in the G6 renders the G6 unmerchantable, and thereby not fit for the ordinary purpose for which the G6 was intended and as represented by Manufacturer.
- 37. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the G6.
- 38. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and

c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,
MALEA WHITE

By:

Attorney for Plaintiff

KROHN & MOSS, LTD. Attorneys for Plaintiff 120 West Madison Street, 10<sup>th</sup> Floor Chicago, Illinois 60602 (312) 578-9428 I.D. No. 33599

## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT, FIRST DISTRICT

Plaintiff,	)
vs.	) No.
GENERAL MOTORS CORPORATION,	) }
Defendant.	)

#### SUPREME COURT RULE 222 AFFIDAVIT

NOW COMES the Plaintiff, by and through her attorneys, KROHN &

MOSS, LTD., and pursuant to Supreme Court Rule 222 states as follows:

Plaintiff's attorney, first being duly sworn on oath, deposes and states as follows:

- 1. That I am one of the attorneys representing the Plaintiff with regard to the above-captioned matter.
- 2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.
- 3. The Plaintiff in the case seeks money damages less than \$50,000.00.
- 4. Upon information and belief, I value the claim of Plaintiff to be less than \$50,000.00.
- 5. Further Affiant sayeth not.

Attorney for Plaintiff

Mar. 12. 2009 12:05PM LAW OFFICE OF CONNIE POSTELLI

No. 6114 P. 12/52

EXHIBIT A

owner assistance inform	et contains important information about the vehicle's warranty coverage. It also explains ation and GM's participation in an Alternative Dispute Resolution Program.
Keep this booklet with vo	r vehicle and make it available to a Pontiac dealer if warranty work is needed. It vehicle if you sell it so future owners will have the information.
Owner's Name:	
Street Address:	
City & State:	
Vehicle Identification Nur	ber (VIN):
Date Vehicle First Delive	ed or Put In Use:
Odometer Reading on Da	te Vehicle First Delivered or Put In Use:



Have you purchased the Genuine GM Protection Plan? The GM Protection Plan may be purchased within specific time/mileage limitations. See the information request form in the back of this booklet. Remember, if the service contract you are considering for purchase does not have the GM Protection Plan emblem shown above on it, then it is not the Genuine GM Protection Plan from GM.

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Part No. 06PONTWAR A First Printing

# 2006 Pontiac Warranty and Owner Assistance Information

Emission Control Systems Warranty15	Owner Assistance	21
What Is Covered15	Customer Satisfaction Procedure	
How to Determine the Applicable Emission	State Warranty Enforcement Laws	
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# 2006 Pontiac Warranty and Owner Assistance Information

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### An Important Message to Pontiac Owners...

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#### Pontiac's Commitment to You

We are committed to assuring your satisfaction with your new Pontiac.

Your Pontiac dealer also wants you to be completely satisfied and invites you to return for all your service needs, both during and after the warranty period.

#### **Owner Assistance**

Your Pontiac dealer is best equipped to provide all of your service needs. Should you ever encounter a problem that is not resolved during or after the limited warranty period, talk to a member of dealer management. Under certain circumstances, GM and/or GM dealers may provide assistance after the limited warranty period has expired when the problem results from a defect in material or workmanship. These instances will be reviewed on a case-by-case basis. If your problem has not been resolved to your satisfaction, follow the "Customer Satisfaction Procedure" as outlined under *Owner Assistance on page 27*.

We thank you for choosing a Pontiac.

# GM Participation in an Alternative Dispute Resolution Program

See the "Customer Satisfaction Procedure" under Owner Assistance on page 27 for information on the voluntary, non-binding Alternative Dispute Resolution Program in which GM participates.

# Warranty Service — United States and Canada

Your selling dealership has made a large investment to ensure that they have the proper tools, training, and parts inventory to make any necessary warranty repairs should they be required during the warranty period. We ask that you return to your selling dealer for warranty repairs. In the event of an emergency repair, you may take your vehicle to any authorized GM dealer for warranty repairs. However, certain warranty repairs require special tools or training that only a dealer selling your brand may have. Therefore, not all dealers are able to perform every repair. If a particular dealership cannot assist you, then contact the Customer Assistance Center. If you have changed your residence, visit any Pontiac dealer in the United States or Canada for warranty service.

### Warranty Coverage at a Glance

The warranty coverages are summarized below.

#### **New Vehicle Limited Warranty**

#### **Bumper-to-Bumper (Includes Tires)**

 Coverage is for the first 3 years or 36,000 miles, whichever comes first.

#### **Sheet Metal**

- Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.
- Rust-through coverage is for the first 6 years or 100,000 miles, whichever comes first.

# 6.6L DURAMAX® Diesel Engine (If Equipped)

Coverage is for the first 3 years or 36,000 miles, whichever comes first. It then has a \$100.00 deductible charge after the 3 years or 36,000 miles up to 5 years or 100,000 miles, whichever comes first.

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#### **Emission Control System Warranty**

For light duty trucks, see "How to Determine the Applicable Emissions Control System Warranty" under *Emission Control Systems Warranty on page 15* for more information.

#### **Federal**

- Gasoline Engines
  - Defects and performance for cars and light duty truck emission control systems are covered for the first 2 years or 24,000 miles, whichever comes first. From the first 2 years or 24,000 miles to 3 years or 36,000 miles defects in material or workmanship continue to be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage explained previously.
  - Catalytic converters and powertrain control modules are covered for the first 8 years or 80,000 miles, whichever comes first.
  - Defects and performance for heavy duty truck emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.
- 6.6L DURAMAX® Diesel Engines are covered for the first 5 years or 50,000 miles, whichever comes first.

#### California

- Gasoline Engines
  - Defects and performance for cars, light duty, and medium duty truck emission control systems are covered for the first 3 years or 50,000 miles, whichever comes first.
  - Specified components for cars or light duty trucks equipped with light duty or medium duty truck emission control systems are covered for the first 7 years or 70,000 miles, whichever comes first.
  - Defects and performance for heavy duty truck emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.
- 6.6L DURAMAX® Diesel Engines are covered for the first 5 years, 100,000 miles, or 3,000 hours of operation, whichever comes first.

#### **Noise Emissions**

 Coverage is for applicable vehicles weighing over 10,000 lbs based on the Gross Vehicle Weight Rating (GVWR) only, for the entire life of the vehicle.

### General Motors Corporation New Vehicle Limited Warranty

GM will provide for repairs to the vehicle during the warranty period in accordance with the following terms, conditions, and limitations.

#### What Is Covered

#### **Warranty Applies**

This warranty is for GM vehicles registered in the United States and normally operated in the United States or Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

#### **Repairs Covered**

The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.

#### No Charge

Warranty repairs, including towing, parts, and labor, will be made at no charge.

#### **Obtaining Repairs**

To obtain warranty repairs, take the vehicle to a Pontiac dealer facility within the warranty period and request the needed repairs. A reasonable time must be allowed for the dealer to perform necessary repairs.

#### **Warranty Period**

The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

#### **Bumper-to-Bumper Coverage**

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What Is Covered" and those items listed under "What Is Not Covered" later in this section.

#### Tire Coverage

The tires supplied with your vehicle are covered against defects in material or workmanship under the Bumper-to-Bumper coverage. Any tire replaced will continue to be warranted for the remaining portion of the Bumper-to-Bumper coverage period.

Following expiration of the Bumper-to-Bumper coverage, tires may continue to be covered under the tire manufacturer's warranty. Review the tire manufacturer's warranty booklet or consult the tire manufacturer distributor for specific details.

#### **Accessory Coverages**

All GM accessories sold by GM and parts that are permanently installed on a GM vehicle prior to delivery will be covered under the provisions of the New Vehicle Limited Warranty. In the event GM accessories are installed after vehicle delivery, or are replaced under the new vehicle warranty, they will be covered, parts and labor, for the balance of the vehicle warranty, but in no event less than 12 months/12,000 miles. This coverage is only effective for GM accessories permanently installed by a GM dealer or an associated GM-approved Accessory Distributor/Installer (ADI).

GM accessories sold over-the-counter, or those not requiring installation, will continue to receive the standard GM Dealer Parts Warranty of 12 months from the date of purchase, parts only.

GM Licensed Accessories are covered under the accessory-specific manufacturer's warranty and are not warranted by GM or its dealers.

Notice: This warranty excludes:

Any communications device that becomes unusable or unable to function as intended due to unavailability of compatible wireless service from the wireless communication carrier that provides service for the OnStar® system.

#### Sheet Metal Coverage

Sheet metal panels are covered against corrosion and rust-through as follows:

**Corrosion:** Body sheet metal panels are covered against rust for 3 years or 36,000 miles, whichever comes first.

Rust-Through: Any body sheet metal panel that rusts through, an actual hole in the sheet metal, is covered for up to 6 years or 100,000 miles, whichever comes first. *Important:* Cosmetic or surface corrosion, resulting from stone chips or scratches in the paint, for example, is not included in sheet metal coverage.

#### **Towing**

Towing is covered to the nearest Pontiac dealer if your vehicle cannot be driven because of a warranted defect.

### 6.6L DURAMAX® Diesel Engine Coverage

For trucks equipped with a 6.6L DURAMAX® Diesel Engine, the diesel engine, except those items listed under "What Is Not Covered" later in this section, is covered for 5 years or 100,000 miles, whichever comes first. A \$100.00 deductible per repair visit may apply after the vehicle has been in use for 3 years or 36,000 miles, whichever comes first. For additional information, refer to *Things You Should Know About the New Vehicle Limited Warranty on page* 9. Also refer to the appropriate emission control system warranty for possible additional coverages.

#### What is Not Covered

#### Tire Damage or Wear

Normal tire wear or wear-out is not covered. Road hazard damage such as punctures, cuts, snags, and breaks resulting from pothole impact, curb impact, or from other objects is not covered. Also, damage from improper inflation, spinning, as when stuck in mud or snow, tire chains, racing, improper mounting or dismounting, misuse, negligence, alteration, vandalism, or misapplication is not covered.

#### Damage Due to Bedliners

Owners of trucks with a bedliner, whether after-market or factory installed, should expect that with normal operation the bedliner will move. This movement may cause finish damage and/or squeaks and rattles. Therefore, any damage caused by the bedliner is not covered under the terms of the warranty.

## Damage Due to Accident, Misuse, or Alteration

Damage caused as the result of any of the following is not covered.

- Collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle
- Misuse of the vehicle such as driving over curbs, overloading, racing, or other competition. Proper vehicle use is discussed in the owner manual.
- Alteration or modification to the vehicle including the body, chassis, or components after final assembly by GM.
- Coverages do not apply if the odometer has been disconnected, its reading has been altered, or mileage cannot be determined.

*Important:* This warranty is void on vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

#### Damage or Corrosion Due to Environment, Chemical Treatments, or Aftermarket Products

Damage caused by airborne fallout, chemicals, tree sap, stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals, or sealants subsequent to manufacture, etc., is not covered. See "Chemical Paint Spotting" under *Things You Should Know About the New Vehicle Limited Warranty on page 9* for more details.

# Damage Due to Insufficient or Improper Maintenance

Damage caused by failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain fluids, fuel, lubricants, or refrigerants recommended in the owner manual is not covered.

#### Maintenance

All vehicles require periodic maintenance.

Maintenance services, such as those detailed in the owner manual are at the owner's expense. Vehicle lubrication, cleaning, or polishing are not covered.

Failure of or damage to components requiring replacement or repair due to vehicle use, wear, exposure, or lack of maintenance is not covered.

#### Items such as:

- Filters
- Brake Pads/Linings
- Clutch Linings
- Keyless Entry Batteries \*
- Audio System Cleaning
- Coolants and Fluids
- Wiper Inserts
- Limited Slip Rear Axle Service
- Tire Rotation
- Wheel Alignment/Balance \*\*

are covered only when replacement or repair is the result of a defect in material or workmanship.

- .\* Consumable battery covered up to 12 months only.
- \*\* Maintenance items after 7,500 miles.

#### Extra Expenses

Economic loss or extra expense is not covered. Examples include:

- Loss of vehicle use
- Inconvenience
- Storage
- Payment for loss of time or pay
- Vehicle rental expense
- Lodging, meals, or other travel costs
- State or local taxes required on warranty repairs

Other Terms: This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

GM does not authorize any person to create for it any other obligation or liability in connection with these vehicles. Any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of this written warranty. Performance of repairs and needed adjustments is the exclusive remedy under this written warranty or any implied warranty. GM shall not be liable for incidental or consequential damages, such as, but not limited to, lost wages or vehicle rental expenses, resulting from breach of this written warranty or any implied warranty.\*

\* Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

### Things You Should Know About the New Vehicle Limited Warranty

# Warranty Repairs — Component Exchanges

In the interest of customer satisfaction, GM may offer exchange service on some vehicle components. This service is intended to reduce the amount of time your vehicle is not available for use due to repairs. Components used in exchange are service replacement parts which may be new, remanufactured, reconditioned, or repaired, depending on the component involved.

All exchange components used meet GM standards and are warranted the same as new components: Examples of the types of components that might be serviced in this fashion include: engine and transmission assemblies, instrument cluster assemblies, radios, compact disc players, tape players, batteries, and powertrain control modules.

### Warranty Repairs — Recycled Material

Environmental Protection Agency (EPA) guidelines and GM support the capture, purification, and reuse of automotive air conditioning refrigerant gases and engine coolant. As a result, any repairs GM may make to your vehicle may involve the installation of purified reclaimed refrigerant and coolant.

#### Tire Service

Any authorized Pontiac or tire dealer for your brand of tires can assist you with tire service. If, after contacting one of these dealers, you need further assistance or you have questions, contact Pontiac Customer Assistance Center. The toll-free telephone numbers are listed under Owner Assistance on page 27.

# 6.6L DURAMAX® Diesel Engine Components

For trucks equipped with 6.6L DURAMAX® Diesel Engine, the complete engine assembly, including turbocharger components, is covered for defects in material or workmanship for 3 years or 36,000 miles, whichever comes first. No deductible applies during this coverage period. The engine parts listed next continue to be covered, subject to a \$100.00 deductible, for 5 years or 100,000 miles, whichever comes first.

- Cylinder block and heads and all internal parts, intake and exhaust manifolds, timing gears, timing gear chain or belt and cover, flywheel, harmonic balancer, valve covers, oil pan, oil pump, water pump, fuel pump, engine mounts, seals, and gaskets.
- Diesel Fuel Metering System: injection pump, nozzles, high pressure lines, and high pressure sealing devices.

- Glow Plug Control System: control/glow plug assembly, glow plugs, cold advance relay, and ECM.
- Fuel injection control module, integral oil cooler, transmission adapter plate, left and right common fuel rails, fuel filter assembly, fuel temperature sensor, and function block.

Important: Some of these components may also be covered by the Emission Warranty with no deductible. See the "Emission Warranty Parts List" under Emission Control Systems Warranty on page 15 for details.

#### After-Manufacture "Rustproofing"

Your vehicle was designed and built to resist corrosion. Application of additional rust-inhibiting materials is neither necessary nor required under the Sheet Metal Coverage. GM makes no recommendations concerning the usefulness or value of such products.

Application of after-manufacture rustproofing products may create an environment which reduces the corrosion resistance built into your vehicle. Repairs to correct damage caused by such applications are not covered under your New Vehicle Limited Warranty.

### Paint, Trim, and Appearance Items

Defects in paint, trim, upholstery, or other appearance items are normally corrected during new vehicle preparation. If you find any paint or appearance concerns, advise your dealer as soon as possible. Your owner manual has instructions regarding the care of these items.

#### Vehicle Operation and Care

Considering the investment you have made in your Pontiac, we know you will want to operate and maintain it properly. We urge you to follow the maintenance instructions in your owner manual.

If you have questions on how to keep your vehicle in good working condition, see your Pontiac dealer, the place many customers choose to have their maintenance work done. You can rely on your Pontiac dealer to use the proper parts and repair practices.

# Maintenance and Warranty Service Records

Retain receipts covering performance of regular maintenance. Receipts can be very important if a question arises as to whether a malfunction is caused by lack of maintenance or a defect in material or workmanship.

A "Maintenance Record" is provided in the maintenance schedule section of the owner manual for recording services performed.

The servicing dealer can provide a copy of any warranty repairs for your records.

#### Chemical Paint Spotting

Some weather and atmospheric conditions can create a chemical fallout. Airborne pollutants can fall upon and adhere to painted surfaces on your vehicle. This damage can take two forms: blotchy, ring-shaped discolorations, and/or small irregular dark spots etched into the paint surface.

Although no defect in the factory applied paint causes this. Pontiac will repair, at no charge to the owner, the painted surfaces of new vehicles damaged by this fallout condition within 12 months or 12,000 miles of purchase, whichever comes first.

#### Warranty Coverage — Extensions

**Time Extensions:** The New Vehicle Limited Warranty will be extended one day for each day beyond the first 24 hour period in which your vehicle is at an authorized dealer facility for warranty service. You may be asked to show the repair orders to verify the period of time the warranty is to be extended. Your extension rights may vary depending on state law.

Mileage Extensions: Prior to delivery, some mileage is put on your vehicle during testing at the assembly plant, during shipping, and while at the dealer facility. The dealer records this mileage on the first page of this warranty booklet at delivery. For eligible vehicles, this mileage will be added to the mileage limits of the warranty ensuring that you receive full benefit of the coverage. Mileage extension eligibility:

- Applies only to new vehicles held exclusively in new vehicle inventory.
- Does not apply to used vehicles, GM owned vehicles, dealer owned used vehicles, or dealer demonstrator vehicles.
- Does not apply to vehicles with more than 1,000 miles on the odometer even though the vehicle may not have been registered for ficense plates.

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### Touring Owner Service — Foreign Countries

If you are touring in a foreign country and repairs are needed, take your vehicle to a GM dealer facility, preferably one which sells and services Pontiac vehicles. Once you return to the United States you should provide your dealer with a statement of circumstances, the original repair order, proof of ownership, and any paid receipt indicating the work performed and parts replaced for reimbursement consideration.

**Important:** Repairs made necessary by the use of improper or dirty fuels and lubricants are not covered under warranty. See your owner manual for additional information on fuel requirements when operating in foreign countries.

#### Warranty Service — Foreign Countries

This warranty applies to GM vehicles registered in the United States and normally operated in the United States or Canada. If you have permanently relocated and established household residency in another country, GM may authorize the performance of repairs under the warranty authorized for vehicles generally sold by GM in that country. Contact an authorized GM dealer in your country for assistance.

**Important:** GM warranty coverages may be void on GM vehicles that have been imported/exported for resale.

#### **Original Equipment Alterations**

This warranty does not cover any damage or failure resulting from modification or alteration to the vehicle's original equipment as manufactured or assembled by GM. Examples of the types of alterations that would not be covered include installation or use of any non-GM parts, accessories, and materials, or the cutting, welding, or disconnecting of the vehicle's original equipment parts and components.

### Recreation Vehicle and Special Body or Equipment Alterations

Installation or alterations to the original equipment vehicle, or chassis, as manufactured and assembled by GM, are not covered by this warranty. The special body company, assembler, or equipment installer is solely responsible for warranties on the body or equipment and any alterations to any of the parts, components, systems, or assemblies installed by GM. Examples include, but are not limited to, special body installations, such as recreational vehicles, the installation of any non-GM part, cutting, welding, or the disconnecting of original equipment vehicle or chassis parts and components, extension of wheelbase, suspension and driveline modifications, and axle additions.

#### **Pre-Delivery Service**

Defects in the mechanical, electrical, sheet metal, paint, trim, and other components of your vehicle may occur at the factory or while it is being transported to the dealer facility. Normally, any defects occurring during assembly are identified and corrected at the factory during the inspection process. In addition, dealers inspect each vehicle before delivery. They repair any uncorrected factory defects and any transit damage detected before the vehicle is delivered to you.

Any defects still present at the time the vehicle is delivered to you are covered by the warranty. If you find any defects, advise your dealer without delay. For further details concerning any repairs which the dealer may have made prior to you taking delivery of your vehicle, ask your dealer.

#### **Production Changes**

GM and GM dealers reserve the right to make changes in vehicles built and/or sold by them at any time without incurring any obligation to make the same or similar changes on vehicles previously built and/or sold by them.

#### Noise Emissions Warranty for Light Duty Trucks Over 10,000 LBS GVWR Only

GM warrants to the first person who purchases the vehicle for purposes other than resale and to each subsequent purchaser of this vehicle, as manufactured by GM, that this vehicle was designed, built, and equipped to conform at the time it left GM's control with all applicable United States EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built, and equipped by GM, and is not limited to any particular part, component, or system of the vehicle manufactured by GM. Defects in design, assembly, or in any part, component, or vehicle system as manufactured by GM, which, at the time it left GM's control, caused noise emissions to exceed Federal Standards, are covered by this warranty for the life of the vehicle.

#### **Emission Control Systems Warranty**

The emission warranty on your vehicle is issued in accordance with the U.S. Federal Clean Air Act. Defects in material or workmanship in GM emission parts may also be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage. There may be additional coverage on GM diesel engine vehicles. In any case, the warranty with the broadest coverage applies.

#### What Is Covered

The parts covered under the emission warranty are listed under the "Emission Warranty Parts List" later in this section.

#### How to Determine the Applicable Emission Control System Warranty (Light Duty Trucks Only)

State and Federal agencies may require different emission control system warranty for light duty trucks depending on:

- Whether the truck is certified with a light duty or heavy duty emission control system.
- Whether the truck is certified for California emissions in addition to Federal emissions.

To determine emissions eligibility: locate the emission control label in the engine compartment on the air cleaner assembly or on the engine. The language on the bottom left side of the label will describe if equipped with a light, medium, or heavy duty emission control system.

All light duty trucks are eligible for Federal Emissions Control System Warranty Coverage. If the emissions control label contains language stating the vehicle is certified to California emission standards, the vehicle is also eligible for California Emissions Control System Warranty Coverage.

### Federal Emission Control System Warranty

#### **Federal Warranty Coverage**

- Car or Light Duty Truck equipped with Car and Light Duty Gasoline Engines
  - 2 years or 24,000 miles and 8 years or 80,000 miles for the catalytic converter or vehicle, powertrain, control module, whichever comes first.
- Light Duty Truck equipped with Heavy Duty Gasoline Engine
  - 5 years or 50,000 miles, whichever comes first.
- Light Duty Truck equipped with Heavy Duty Diesel Engine
  - 5 years or 50,000 miles, whichever comes first.

#### **Federal Emission Defect Warranty**

GM warrants to the owner the following:

- The vehicle was designed, equipped, and built so as to conform at the time of sale with the applicable regulations of the Federal Environmental Protection Agency (EPA).
- The vehicle is free from defects in material and workmanship which cause the vehicle to fail to conform with those regulations during the emission warranty period.

Emission related defects in the genuine GM parts listed under the Emission Warranty Parts List, including related diagnostic costs, parts, and labor are covered by this warranty.

#### **Federal Emission Performance Warranty**

Some states and/or local jurisdictions have established periodic vehicle Inspection and Maintenance (I/M) programs to encourage proper maintenance of your vehicle. If an EPA-approved I/M program is enforced in your area, you may also be eligible for Emission Performance Warranty coverage when all of the following three conditions are met:

- The vehicle has been maintained and operated in accordance with the instructions for proper maintenance and use set forth in the owner manual supplied with your vehicle.
- The vehicle fails an EPA-approved I/M test during the emission warranty period.
- The failure results, or will result, in the owner of the vehicle having to bear a penalty or other sanctions, including the denial of the right to use the vehicle, under local, state, or federal law.

GM warrants that your dealer will replace, repair, or adjust to GM specifications, at no charge to you, any of the parts listed under the "Emission Warranty Parts List" later in this section which may be necessary to conform to the applicable emission standards. Non-GM parts labeled "Certified to EPA Standards" are covered by the Federal Emission Performance Warranty.

### California Emission Control System Warranty

This section outlines the emission warranty that GM provides for your vehicle in accordance with the California Air Resources Board. Defects in material or workmanship in GM emission parts may also be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage. There may be additional coverage on GM diesel engine vehicles. In any case, the warranty with the broadest coverage applies.

This warranty applies if your vehicle meets both of the following requirements:

- Your vehicle is registered in California or other states adopting California emission and warranty regulations\*.
- Your vehicle is certified for sale in California as indicated on the vehicle's emission control information label.
- \* Important: Massachusetts, Maine, and Vermont have California Emissions Warranty coverage. (New York adopted California emission standards, but not the California emissions warranty. The Federal Emissions Control warranty applies to all vehicles in New York.)

#### Your Rights and Obligations (For Vehicles Subject to California Exhaust Emission Standards)

The Emission Control System Warranty on your vehicle is issued in accordance with the California Air Resources Board and GM. In California, new motor vehicles must be designed, equipped, and built to meet the states' stringent anti-smog standards. GM must warrant your vehicle's emission control system for the periods of time and mileage listed provided there has been no abuse, neglect, or improper maintenance of your vehicle. Your vehicle's emission control system may include parts such as the fuel injection system, ignition system, catalytic converter, and engine computer. Also included are hoses, belts, connectors, and other emission related assemblies.

Where a warrantable condition exists, GM will repair your vehicle at no cost to you including diagnosis, parts, and labor.

#### California Emission Defect and Emission Performance Warranty Coverage

For cars and trucks with light duty or medium duty emissions:

- For 3 years or 50,000 miles, whichever comes first:
  - If your vehicle fails a smog check inspection, GM will make all necessary repairs and adjustments to ensure that your vehicle passes the inspection. This is your Emission Control System Performance Warranty.
  - If any emission related part on your vehicle is defective, GM will repair or replace it. This is your Short-term Emission Defects Warranty.
- For 7 years or 70,000 miles, whichever comes first:
  - If an emission related part listed in this booklet specially noted with coverage for 7 years or 70,000 miles is defective, GM will repair or replace it. This is your Long-term Emission Control System Defects Warranty.

- For 8 years or 80,000 miles, whichever comes first:
  - If the catalytic converter or vehicle (powertrain) control module is found to be defective, GM will repair or replace it under the Federal Emission Control System Warranty.
- For heavy duty gasoline engine vehicles, the emission warranty period is 5 years or 50,000 miles, whichever comes first.
- For heavy duty diesel engine vehicles, the emission warranty period is 5 years, 100,000 miles, or, 3,000 hours of operation, whichever comes first.

Any authorized Pontiac dealer will, as necessary under these warranties, replace, repair, or adjust to GM specifications any genuine GM parts that affect emissions.

The applicable warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator or company vehicle prior to sale at retail, on the date the vehicle is placed in such service.

#### Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the scheduled maintenance listed in your owner manual. GM recommends that you retain all maintenance receipts for your vehicle, but GM cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a GM dealer selling your vehicle line as soon as a problem exists. The warranted repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that GM may deny warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper or insufficient maintenance, or modifications not approved by GM.

If you have any questions regarding your rights and responsibilities under these warranties, you should contact the Customer Assistance Center at 1-800-762-2737 or, in California, write to:

State of California Air Resources Board Mobile Source Operations Division P.O. Box 8001 El Monte, CA 91731-2990

#### **Emission Warranty Parts List**

The emission parts listed here are covered under the Emission Control System Warranty. The terms are explained previously in this section under the "Federal Emission Control System Warranty" and the "California Emission Control System Warranty".

Important: Certain parts may be covered beyond these warranties if shown with asterisk(s) as follows:

- (\*) 7 years/70,000 miles or Super Low Emission Vehicle (SULEV) with emissions RPO code (NU3) 8 years/100,000 miles whichever comes first, California Emission Control System Warranty coverage.
- (\*\*) 8 years/80,000 miles, whichever comes first, Federal Emission Control System Warranty coverage. (Also applies to California certified light duty and medium duty vehicles.)

The Emission Control Systems Warranty obligations do not apply to conditions resulting from tampering, abuse, neglect, or improper maintenance; or any other item listed under "What Is Not Covered" under General Motors Corporation New Vehicle Limited Warranty on page 4. The "Other Terms" presented under General Motors Corporation New Vehicle Limited Warranty on page 4 also apply to the emission related warranties.

#### **Powertrain Control System**

ABS Module \*\* (CTS manual transmission, CTS-V manual transmission, G6 manual transaxle, Corvette, XLR, GTO, LS2 TrailBlazer, LS2 Envoy, LU3 and L18 Suburban, Avalanche, Savana, Express and Escalade EXT, Yukon, Denali, Tahoe, Hummer H2 and Hybrid vehicles only)

Coolant Level Sensor

Data Link Connector

Electronic Throttle Control (ETC) Motor

Engine Control Module (ECM) \*\*

Engine Coolant Temp. Sensor

Fast Idle Solenoid

Flexible Fuel Sensor \*

Intake Air Temperature Sensor

Malfunction Indicator Lamp

Manifold Absolute Pressure Sensor

Mass Air Flow Sensor

Oil Pressure Sensor (DOD only)

Oxygen Sensors

Powertrain Control Module (PCM) \*\*

Programmable Read Only Memory (PROM)

Throttle Position Sensor

Throttle Position Switch

Vehicle Control Module (VCM) \*\*

Vehicle Speed Sensor

Transmission Controls and Torque Management

Manual Transmission Clutch Switch

Park/Neutral Switch

**Torque Converter Clutch Solenoids** 

Torque Converter Clutch Switch

Transmission Control Module \*\*

Transmission Fluid Temperature Sensor

Transmission Gear Selection Switch (Diesel),

Transmission Internal Mode Switch

Transmission Pressure Switches

Transmission Shift Solenoids A & B

**Transmission Speed Sensors** 

**Fuel Management System** 

Common Rail Assembly (6.6L DURAMAX® Diesel) \*

Diesel Fuel Injection Pump \*

Diesel Fuel Injection Pump Timing Adjust

Diesel Fuel Injector Control Module – EDU (6.6L DURAMAX® Diesel) \*

Diesel Fuel Temperature Sensor

Direct Fuel Injector Assembly (6.6L DURAMAX® Diesel) \*

Function Block (6.6L DURAMAX® Diesel)

Fuel Injector

Fuel Pressure Regulator

Fuel Rail Assembly \*

Fuel Rail Pressure Sensor (6.6L DURAMAX® Diesel)

Air Management System

Air Cleaner

Air Cleaner Diaphragm Motor

Air Cleaner Resonator

Air Cleaner Temp. Compensator Valve

Air Intake Ducts

Charge Air Control Actuator

Charge Air Control Solenoid Valve

Charge Air Control Valve

Charge Air Cooler (6.6L DURAMAX® Diesel) \*

Charge Air Cooler Fan

Idle Air Control Valve

Idle Speed Control Motor

Intake Manifold \*

Intake Manifold Tuning Valve

Intake Manifold Tuning Valve Relay

Intake Manifold Gasket (Terraza, Uplander, ..... Montana SV6, RELAY and DURAMAX® Diesel)

Supercharger Assembly \*

Throttle Body \* (Replacement Only)

Throttle Body Heater

Throttle Closing Dashpot

Turbocharger Assembly \*

Turbocharger Boost Sensor (6.6L DURAMAX® Diesel)

Turbocharger Oil Separator

Turbocharger Thermo Purge Switch

Vacuum Pump (6.6L DURAMAX® Diesel)

#### **Ignition System**

Camshaft Position Sensor(s)

Crankshaft Position Sensor(s)

Distributor \*

Distributor Cap

Distributor Pick Up Coil

Distributor Rotor

Glow Plug(s) (Diesel)

Glow Plug Controller (Diesel)

Glow Plug Relay (Diesel)

Ignition Coil(s)

Ignition Control Module

Ignition Timing Adjustment

Knock Sensor

Spark Plug Wires

Spark Plugs

#### **Catalytic Converter System**

Catalytic Converter(s) and Muffler if attached as assembly \*\*

Exhaust Manifold (7/70 Only Cadillac 4.6L, Grand Prix Right Side, Terraza, Uplander, Montana SV6, RELAY, Right Side, and C/K Truck <14,000 GVWR 8.1L\*)

Exhaust Manifold with Catalytic Converter attached as assembly \*\*

**Exhaust Manifold Gasket** 

Exhaust Pipes and/or Mufflers (when located between catalytic converters and exhaust manifold)

#### Positive Crankcase Ventilation System

Oil Filler Cap

**PCV Filter** 

PCV Oil Separator

**PCV Valve** 

#### **Exhaust Gas Recirculation System**

EGR Feed and Delivery Pipes or Cast-in Passages

EGR Valve

EGR Valve Cooler (6.6L DURAMAX® Diesel)

EGR Vacuum Pump Assembly (6:6L DURAMAX® Diesel)

#### Secondary Air Injection System

Air Pump

Check Valves

### **Evaporative Emission Control System** (Gasoline Engines)

Canister

Canister Purge Solenoid Valve

Canister Vent Solenoid

Fuel Feed and Return Pipes and Hoses

Fuel Filler Cap

Fuel Level Sensor

Fuel Limiter Vent Valve \*

Fuel Tank Filler Pipe (with restrictor)

Fuel Tank(s) \*

Fuel Tank Vacuum or Pressure Sensor

#### Hybrid

Auxiliary Transmission Pump, Relay, and Circuit

Battery Pack Current Sensor and Circuit

Battery Pack 12V Modules (3)

Brake Pedal Switch (PCM ZAB Switch)

Energy Storage Control Module \*\*

GMLAN (CAN) Communications Circuit

Hood Ajar Switch and Circuit

Hybrid Control Module \*\*

SGCM Coolant Circuit (fan and fan relay and pump)

Starter Generator Control Module \*\*

Wheel Speed Sensor and Circuits (left and right front)

### Miscellaneous Items Used with Above Components are Covered

**Belts** 

**Boots** 

Clamps

Connectors

**Ducts** 

**Fittings** 

Gaskets

Grommets

Hoses

Housings

Mounting Hardware

Pipes

**Pulleys** 

Sealing Devices

**Springs** 

**Tubes** 

Wiring

Parts specified in your maintenance schedule that require scheduled replacement are covered up to their first replacement interval or the applicable emission warranty coverage period, whichever comes first. If failure of one of these parts results in failure of another part, both will be covered under the Emission Control System Warranty.

For detailed information concerning specific parts covered by these emission control systems warranties, ask your dealer.

#### **Replacement Parts**

The emission control systems of your vehicle were designed, built, and tested using genuine GM parts\* and the vehicle is certified as being in conformity with applicable federal and California emission requirements. Accordingly, it is recommended that any replacement parts used for maintenance or for the repair of emission control systems be new, genuine GM parts.

The warranty obligations are not dependent upon the use of any particular brand of replacement parts. The owner may elect to use non-genuine GM parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems.

If other than new, genuine GM parts are used for maintenance replacements or for the repair of parts affecting emission control, the owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to genuine GM parts in performance and durability.

\* "Genuine GM parts," when used in connection with GM vehicles means parts manufactured by or for GM, designed for use on GM vehicles, and distributed by any division or subsidiary of GM.

#### Maintenance and Repairs

Maintenance and repairs can be performed by any qualified service outlet; however, warranty repairs must be performed by any authorized dealer except in an emergency situation when a warranted part or a warranty station is not reasonably available to the vehicle owner.

In an emergency, where an authorized dealer is not reasonably available, repairs may be performed at any available service establishment or by the owner, using any replacement part. Pontiac will consider reimbursement for the expense incurred, including diagnosis, not to exceed the manufacturer's suggested retail price for all warranted parts replaced and labor

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charges based on Pontiac's recommended time allowance for the warranty repair and the geographically appropriate labor rate. A part not being available within 10 days or a repair not being completed within 30 days constitutes an emergency. Retain receipts and failed parts in order to receive compensation for warranty repairs reimbursable due to an emergency.

If, in an emergency situation, it is necessary to have repairs performed by other than a Pontiac dealer and you believe the repairs are covered by emission warranties, take the replaced parts and your receipt to a Pontiac dealer for reimbursement consideration. This applies to both the Federal Emission Defect Warranty and Federal Emission Performance Warranty.

Receipts and records covering the performance of regular maintenance or emergency repairs should be retained in the event questions arise concerning maintenance. These receipts and records should be transferred to each subsequent owner. GM will not deny warranty coverage solely on the absence of maintenance records. However, GM may deny a warranty claim if a failure to perform scheduled maintenance resulted in the failure of a warranty part.

#### Claims Procedure

As with the other warranties covered in this booklet, take your vehicle to any authorized Pontiac dealer facility to obtain service under the emission warranty. This should be done as soon as possible after failing an EPA-approved I/M test or a California smog check test, or at any time you suspect a defect in a part.

Those repairs qualifying under the warranty will be performed by any Pontiac dealer at no charge. Repairs which do not qualify will be charged to you. You will be notified as to whether or not the repair qualifies under the warranty within a reasonable time, not to exceed 30 days after receipt of the vehicle by the dealer, or within the time period required by local or state law.

The only exceptions would be if you request or agree to an extension, or if a delay results from events beyond the control of your dealer or GM. If you are not so notified, GM will provide any required repairs at no charge.

In the event a warranty matter is not handled to your satisfaction, refer to the "Customer Satisfaction Procedure" under Owner Assistance on page 27.

For further information or to report violations of the Emission Control System Warranty, you may contact the EPA at:

Manager, Certification and Compliance Division (6405J) Warranty Claims Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460

For a vehicle subject to the California Exhaust Emission Standards, you may contact the:

State of California Air Resources Board Mobile Source Operations Division P.O. Box 8001 El Monte, CA 97131-2990

#### **Owner Assistance**

#### **Customer Satisfaction Procedure**

Your satisfaction and goodwill are important to your dealer and to Pontiac. Normally, any concerns with the sales transaction or the operation of your vehicle will be resolved by your dealer's sales or service departments. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If your concern has not been resolved to your satisfaction, the following steps should be taken:

STEP ONE: Discuss your concern with a member of dealer management. Normally, concerns can be quickly resolved at that level. If the matter has already been reviewed with the sales, service for parts manager, contact the owner of the dealer facility or the general manager.

STEP TWO: If after contacting a member of dealer management, it appears your concern cannot be resolved by the dealer without further help contact the Pontiac Customer Assistance Center by calling 1-800-762-2737. In Canada, contact GM of Canada Central Office in Oshawa by calling 1-800-263-3777: English, or 1-800-263-7854: French.

We encourage you to call the toll-free number in order to give your inquiry prompt attention. Have the following information available to give the Customer Assistance Representative:

- The Vehicle Identification Number (VIN). This is available from the vehicle registration, title, or the plate above the left top of the instrument panel and visible through the windshield.
- The dealer name and location
- The vehicle's delivery date and present mileage

When contacting Pontiac, remember that your concern will likely be resolved at a dealer's facility. That is why we suggest you follow Step One first if you have a concern.

STEP THREE: Both GM and your GM dealer are committed to making sure you are completely satisfied with your new vehicle. However, if you continue to remain unsatisfied after following the procedure outlined in Steps One and Two, you should file with the BBB Auto Line Program to enforce any additional rights you may have.

The BBB Autoline Program is an out of court program administered by the Council of Better Business Bureaus to settle automotive disputes regarding vehicle repairs or the interpretation of the New Vehicle Limited Warranty. Although you may be required to resort to this informal dispute resolution program prior to filing a court action, use of the program is free of charge and your case will generally be heard within 40 days. If you do not agree with the decision given in your case, you may reject it and proceed with any other venue for relief available to you.

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्रेट (ज्यो जिल्लाक You may contact the BBB Auto Line Program using the toll-free telephone number or write them at the following address:

BBB Auto Line Program Council of Better Business Bureaus, Inc. 4200 Wilson Boulevard Suite 800 Arlington, VA 22203-1804

www.lemonlaw.bbb.org

Telephone: 1-800-955-5100

This program is available in all 50 states and the District of Columbia. Eligibility is limited by vehicle age, mileage, and other factors. GM reserves the right to change eligibility limitations and/or to discontinue its participation in this program.

#### State Warranty Enforcement Laws

Laws in many states permit owners to obtain a replacement vehicle or a refund of the purchase price under certain circumstances. The provisions of these laws vary from state to state. To the extent allowed by state law, GM requires that you first provide us with written notification of any service difficulty you have experienced so that we have an opportunity make any needed repairs before you are eligible for the remedies provided by these laws. Your written notification should be sent to the Pontiac Customer Assistance Center.

### **Assistance For Text Telephone (TTY) Users**

To assist customers who are deaf or hard of hearing and who use Text Telephones (TTYs), Pontiac has TTY equipment available at its Customer Assistance Center and Roadside Assistance Center.

The TTY for the Pontiac Customer Assistance Center is:

1-800-833-7668 in the United States

1-800-263-3830 in Canada

The TTY for the Pontiac Roadside Assistance Center is:

1-888-889-2438 in the United States

#### Pontiac Roadside Assistance

Pontiac is proud to offer the response, security, and convenience of Pontiac's 24-hour Roadside Assistance Program. Refer to your owner manual for details, or consult your dealer. The Pontiac Roadside Assistance Center can be reached by calling 1-800-ROADSIDE (762-3743). This program is not available in Puerto Rico or the U.S Virgin Islands.

#### **Pontiac Courtesy Transportation**

During the Bumper-to-Bumper Warranty coverage period, interim transportation may be available under the Pontiac Courtesy Transportation Program. Consult your dealer for details.

#### Warranty Information for California Only

California Civil Code Section 1793.2(d) requires that, if GM or its representatives are unable to repair a new motor vehicle to conform to the vehicle's applicable express warranties after a reasonable number of attempts, GM shall either replace the new motor vehicle or reimburse the buyer the amount paid or payable by the buyer. California Civil Code Section 1793.22(b) creates a presumption that GM has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:

- The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven AND the nonconformity has been subject to repair two or more times by GM or its agents AND the buyer or lessee has directly notified GM of the need for the repair of the nonconformity.
- The same nonconformity has been subject to repair four or more times by GM or its agents AND the buyer has notified GM of the need for the repair of the nonconformity.
- The vehicle is out of service by reason of repair nonconformities by GM or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

NOTICE TO GENERAL MOTORS AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:

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

Fax Number: 1-866-962-2868

When you make an inquiry, you will need to give the year, model, and mileage of your vehicle and your VIN.

### Special Policy Adjustment Programs Beyond the Warranty Period

Pontiac is proud of the protection afforded by its warranty coverages. In order to achieve maximum customer satisfaction, there may be times when Pontiac will establish a special policy adjustment program to pay all or part of the cost of certain repairs not covered by the warranty or to reimburse certain repair expenses you may have incurred. Check with your Pontiac dealer or call the Pontiac Customer Assistance Center to determine whether any special policy adjustment program is applicable to your vehicle.

When you make an inquiry, you will need to give the year, model, and mileage of your vehicle and your VIN.

#### **Customer Assistance Offices**

Pontiac encourages customers to call the toll-free telephone number for assistance. However, if you wish to write or e-mail Pontiac, refer to the address below.

#### **United States**

Pontiac-GMC Customer Assistance/Center P.O. Box 33172 Detroit, MI 48232-5172

www.Pontiac.com 1-800-762-2737 1-800-833-7668 (For Text Telephone devices (TTYs))

#### Roadside Assistance:

1-800-ROADSIDE (762-3743). Fax Number: 1-866-962-2868

#### From Puerto Rico:

1-800-496-9992 (English) 1-800-496-9993 (Spanish) Fax Number: 313-381-0022

U.S. Virgin Islands: 1-800-496-9994

Fax Number: 313-381-0022

#### Canada

Customer Communication Centre, 163-005 General Motors of Canada Limited 1908 Colonel Sam Drive Oshawa, Ontario L1H 8P7

1-800-263-3777 (English) 1-800-263-7854 (French) 1-800-263-3830 (For Text Telephone devices (TTYs)) Roadside Assistance: 1-800-268-6800

#### Mexico, Central America, and Caribbean Islands/Countries (Except Puerto Rico and U.S. Virgin Islands)

General Motors de Mexico, S. de R.L. de C.V. **Customer Assistance Center** Paseo de la Reforma # 2740 Col. Lomas de Bezares C.P., 11910 Mexico, D.F.

01-800-508-0000

Long Distance: 011-52-53 29 0 800

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# Don't Wait Until Your New Vehicle Limited Warranty – and Your Opportunity to Purchase the GM Protection Plan – Expire.

Learn how to protect yourself, with the GM Protection Plan, against costly repairs after your new vehicle limited warranty expires. A monthly payment plan makes it convenient and affordable. Just call or mail this request and you'll find out how you can get the security of knowing you're covered if something breaks down.



Name:	nyself from costly repair bills mited warranty expires.	
Address:		
City:	State:	Zip:
Daytime Phone: ( )		
Vehicle Information Vehicle Identification Number (17)	Digits)	
Make/Model:	Year:	
	Mileage:	

Mail to: GM Protection Plan

P.O. Box 02968

Detroit, MI 48202

Or call 1-800-981-4677 toll-free for details today.



Service of Process Transmittal 03/10/2009

CT Log Number 514554586

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TO:

Connie Postelli

Law Office of Connie J. Postelli

19952 Torrence Avenue Lynnwood, IL 60411

RE:

Process Served in Illinois

FOR:

General Motors Corporation (Domestic State: DE)

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

TITLE OF ACTION:

Pltf. vs. General Motors Corporation, Dft.

DOCUMENT(S) SERVED:

Summons (2 sets), Complaint, Affidavit, Exhibit(s)

COURT/AGENCY:

Cook County Circuit Court - Municipal Department - First District, IL Case # 20091116338

NATURE OF ACTION:

Product Liability Litigation - Manufacturing Defect - 2006 Pontiac G6 - VIN # 1G2ZG558964 - Inoperable power steering and engine

Inoperable power steering and engine

ON WHOM PROCESS WAS SERVED:

C T Corporation System, Chicago, IL

DATE AND HOUR OF SERVICE:

By Process Server on 03/10/2009 at 09:30

APPEARANCE OR ANSWER DUE:

03/24/09 at or before 9:30 a.m.

ATTORNEY(S) / SENDER(S):

Krohn & Moss Ltd 120 West Madison 10th Floor Chicago, IL 60602 312-578-9428

**ACTION ITEMS:** 

SOP Papers with Transmittal, via Fed Ex 2 Day , 790163828639 Image SOP

Fax Transmittal, Rosemarie Williams 313-665-7572

CC Recipient(s)

Rosemarie Williams, via Regular Mail

SIGNED: PER: ADDRESS: C T Corporation System Jill Duffy-Baricovich 208 South LaSalle Street

Suite 814 Chicago, IL 60604 312-345-4336

TELEPHONE:

Page 1 of 1 / DT

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

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VS.	)	PLEASE SEF General Motor		
GENERAL MOTORS COF	RPORATION )	c/o CT Corpor	<u>-</u>	
	)	208 S. LaSalle	=	
D-644	)	Chicago, IL 60	0604	
Defendant.	,			*
	SUMM	<u>ions</u>		
To the Defendant:				
YOU ARE SUMMO				·
fee in Room 602 of the Richa	rd J. Daley Center, Ci		ttorney and pay the req 02, at or before 9:30 A.	
* 3-24 ,	2009.	-	. •	
2. To file your a Notice to Defendant below.	nswer to the complain	t in Room 602 as r	required by Par. 3(c) in	the
IF YOU FAIL TO DO SO, A	JUDGMENT BY DE	FAULT MAY BE	TAKEN AGAINST YO	<b>)</b> U
FOR THE RELIEF ASKED	IN THE COMPLAIN	T, A COPY OF W	HICH IS HERETO	
ATTACHED.				
To the officer: This summons must be returned by	the officer or other person	to whom it was given	for service. With Endorseme	nt of
service and fees, if any, immediately cannot be made, this summons shall	y after service, and not less :	than 3 days before the	day for appearance. If serv	rice
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THERE WILL BE A FEE: TO FILE YOUR APPEARANC	TE.		Pnno -	
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	(To be inserted	by officer on copy left	with Defendant or other per	90n)
Name: Krohi	n & Moss, Ltd.			
Attorney For: Plaint	•			the second
	Vest Madison Street,	10th Floor		
<del>-</del>	go, Illinois 60602			
Telephone: (312): Atty No.: 33599	578-9428			

	·	) ) No.	20091116338
Plaintiff,	·	) Return Date	: CALENDAR/RODH 1106 TIME 09:30
vs.		) PLEASE S General Mo	ERVE Freach of Warrenty otors Corporation
GENERAL MOTO	ORS CORPORATION	) c/o CT Corp	poration System Ille St., Suite 814
Defendant.		) Chicago, IL	60604
		SUMMONS	
1. To f fee in Room 602 of  * 2-9-3  2. To f Notice to Defendant  IF YOU FAIL TO I FOR THE RELIEF ATTACHED.  To the officer: This summons must be a service and fees, if any, if	the Richard J. Daley Ce	ance by yourself or you nter, Chicago, Illinois (complaint in Room 602 and BY DEFAULT MAY I PLAINT, A COPY OF the person to whom it was given to less than 3 days before adorsed. This summons may	ven for service, with Endorsement of the day for appearance. If service y not be served later than 3 days before
			left with Defendant or other person)
Name: Attorney For:	Krohn & Moss, Ltd Plaintiff	i.	
Address:	120 West Madison	Street, 10th Floor	

Chicago, Illinois 60602

(312) 578-9428

33599

City:

Telephone:

Atty No .:

Plaintiff,	)	ja Parinte
vs.	) ) No.	20091116338
GENERAL MOTORS CORPORATION,	)	CALENDAR/RODA 11108 Time opeso
Defendant.	)	Breach of Warranty

#### **COMPLAINT**

NOW COMES the Plaintiff, by and through her attorneys, KROHN & MOSS, LTD., and for her complaint against Defendant, GENERAL MOTORS

CORPORATION, alleges and affirmatively states as follows:

#### <u>PARTIES</u>

- 1. Plaintiff, "("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Illinois.
- 2. Defendant, GENERAL MOTORS CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Cook, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including ROGERS AUTO GROUP., ("Seller"). Manufacturer does business in all counties of the State of Illinois including Cook County, and maintains offices in the County of Cook, State of Illinois.

#### **BACKGROUND**

- 3. On or about June 16, 2008, Plaintiff purchased from Seller a 2006 Pontiac G6 ("G6"), manufactured by Manufacturer, Vehicle Identification No. 1G2ZG558964 for valuable consideration (Plaintiff is attempting to locate her purchase contract and will produce same when found. Notwithstanding, Defendant is in possession of same).
- 4. On information and belief, the purchase price of the G6, excluding registration charges, document fees and sales tax, collateral charges, such as bank and finance charges, totaled approximately \$16,365.00.
- 5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the G6 was not fit for its ordinary purpose of providing trouble free and reliable transportation.
- 6. In consideration for the purchase of the G6, Manufacturer issued and supplied to Plaintiff its written warranty which included three (3) year or thirty six thousand (36,000) mile coverage, as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet (See copy of warranty booklet, attached hereto as Exhibit "A").
- 7. On or about June 16, 2008, Plaintiff took possession of the G6 and shortly thereafter experienced the defect listed below that substantially impairs the use, value and/or safety of the G6.
- 8. The defect described below violates Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.
- Plaintiff delivered the G6 to Manufacturer, through its authorized dealership network on numerous occasions.

- 10. Plaintiff avers that the G6 has been subject to repair on at least three (3) occasions for the same defect, and that the defect remains uncorrected.
- 11. Plaintiff brought the G6 to Seller and/or an authorized service dealer of Manufacturer for the following defect:
  - a. Defective power steering as evidenced by illumination of the power steering light and steering hard and difficult to turn and engine dying out; and
  - b. Any additional complaints made by our client, whether or not they are contained in the repair records of the Defendant's authorized dealer.
- 12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the G6.
- 13. After a reasonable number of attempts and/or reasonable amount of time to cure the defect in Plaintiff's G6, Manufacturer was unable and/or failed to repair the defect as provided in Manufacturer's warranty thus causing Defendant's limited remedy to repair the G6 to fail of its essential purpose.
- 14. Plaintiff justifiably lost confidence in the G6's safety and reliability, and said defect has substantially impaired the value of the G6 to Plaintiff.
- 15. Said defect could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the G6.
  - 16. As a result of the defect, Plaintiff provided written notice to Defendant.
- 17. The G6 remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defect that substantially impairs its use, value and/or safety.
- 18. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable G6.

# COUNT I BREACH OF WRITTEN WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- 19. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this complaint.
- 20. Plaintiff is a purchaser of a consumer product who received the G6 during the duration of a written warranty period applicable to the G6 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.
- 21. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.
- 22. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.
- 23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the G6 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
- 24. Plaintiff's purchase of the G6 was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the G6 to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the G6 in the event that the G6 failed to meet the specifications set forth in Manufacturer's warranty.
- 25. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the G6 to Plaintiff.
- 26. Said purchase of Plaintiff's G6 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

- 27. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.
- 28. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.
- 29. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

# COUNT II BREACH OF IMPLIED WARRANTY PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- 30. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this complaint.
- 31. The G6 purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to the intended consumer, Plaintiff herein.

- 32. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiff.
- 33. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.
- 34. Pursuant to 15 U.S.C. §2308, Plaintiff's G6 was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the G6 was intended.
- 35. The G6 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the G6 contained in the contracts and labels.
- 36. The above described defect in the G6 renders the G6 unmerchantable, and thereby not fit for the ordinary purpose for which the G6 was intended and as represented by Manufacturer.
- 37. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the G6.
- 38. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. The diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and

c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted, MALEA WHITE

D...

Attorney for Plaintiff

KROHN & MOSS, LTD. Attorneys for Plaintiff 120 West Madison Street, 10<sup>th</sup> Floor Chicago, Illinois 60602 (312) 578-9428 I.D. No. 33599

	)
Plaintiff,	). )
vs.	) ) No.
GENERAL MOTORS CORPORATION,	)
Defendant.	)

#### SUPREME COURT RULE 222 AFFIDAVIT

NOW COMES the Plaintiff, by and through her attorneys, KROHN & MOSS, LTD., and pursuant to Supreme Court Rule 222 states as follows:

Plaintiff's attorney, first being duly sworn on oath, deposes and states as follows:

- 1. That I am one of the attorneys representing the Plaintiff with regard to the above-captioned matter.
- I have personal knowledge regarding the facts and circumstances of the abovecaptioned matter.
- The Plaintiff in the case seeks money damages less than \$50,000.00.
- 4. Upon information and belief, I value the claim of Plaintiff to be less than \$50,000.00.
- Further Affiant sayeth not.

Attorney for Plaintiff

EXHIBIT A

IMPORTANT: This I owner assistance in	pooklet contains important information about the vehicle's warranty coverage. It also explains formation and GM's participation in an Alternative Dispute Resolution Program.			
Keep this booklet with your vehicle and make it available to a Pontiac dealer if warranty work is needed. Be sure to keep it with your vehicle if you sell it so future owners will have the information.				
Owner's Name:				
Street Address:				
City & State:				
Vehicle Identification	Number (VIN):			
Date Vehicle First Delivered or Put In Use:				
Odometer Reading (	on Date Vehicle First Delivered or Put In Use:			



Have you purchased the Genuine GM Protection Plan? The GM Protection Plan may be purchased within specific time/mileage limitations. See the information request form in the back of this booklet. Remember, if the service contract you are considering for purchase does not have the GM Protection Plan emblem shown above on it, then it is not the Genuine GM Protection Plan from GM.

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Part No. 06PONTWAR A First Printing

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LAW OFFICE OF CONNIE POSTELLI

# An Important Message to Pontiac Owners...

# Pontiac's Commitment to You

We are committed to assuring your satisfaction with your new Pontiac.

Your Pontiac dealer also wants you to be completely satisfied and invites you to return for all your service needs, both during and after the warranty period.

### **Owner Assistance**

Your Pontiac dealer is best equipped to provide all of your service needs. Should you ever encounter a problem that is not resolved during or after the limited warranty period, talk to a member of dealer management. Under certain circumstances, GM and/or GM dealers may provide assistance after the limited warranty period has expired when the problem results from a defect in material or workmanship. These instances will be reviewed on a case-by-case basis. If your problem has not been resolved to your satisfaction, follow the "Customer Satisfaction Procedure" as outlined under Owner Assistance on page 27.

We thank you for choosing a Pontiac.

# GM Participation in an Alternative Dispute Resolution Program

See the "Customer Satisfaction Procedure" under Owner Assistance on page 27 for information on the voluntary, non-binding Alternative Dispute Resolution Program in which GM participates.

# Warranty Service — United States and Canada

Your selling dealership has made a large investment to ensure that they have the proper tools, training, and parts inventory to make any necessary warranty repairs should they be required during the warranty period. We ask that you return to your selling dealer for warranty repairs. In the event of an emergency repair, you may take your vehicle to any authorized GM dealer for warranty repairs. However, certain warranty repairs require special tools or training that only a dealer selling your brand may have. Therefore, not all dealers are able to perform every repair. If a particular dealership cannot assist you, then contact the Customer Assistance Center. If you have changed your residence, visit any Pontiac dealer in the United States or Canada for warranty service.

# Warranty Coverage at a Glance

The warranty coverages are summarized below.

# **New Vehicle Limited Warranty**

# **Bumper-to-Bumper (Includes Tires)**

 Coverage is for the first 3 years or 36,000 miles, whichever comes first.

#### **Sheet Metal**

- Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.
- Rust-through coverage is for the first 6 years or 100,000 miles, whichever comes first.

# 6.6L DURAMAX® Diesel Engine (If Equipped)

Coverage is for the first 3 years or 36,000 miles, whichever comes first. It then has a \$100.00 deductible charge after the 3 years or 36,000 miles up to 5 years or 100,000 miles, whichever comes first.

# **Emission Control System Warranty**

For light duty trucks, see "How to Determine the Applicable Emissions Control System Warranty" under *Emission Control Systems Warranty on page 15* for more information.

#### **Federal**

- Gasoline Engines
  - Defects and performance for cars and light duty truck emission control systems are covered for the first 2 years or 24,000 miles, whichever comes first. From the first 2 years or 24,000 miles to 3 years or 36,000 miles defects in material or workmanship continue to be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage explained previously.
  - Catalytic converters and powertrain control modules are covered for the first 8 years or 80,000 miles, whichever comes first.
  - Defects and performance for heavy duty truck emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.
- 6.6L DURAMAX® Diesel Engines are covered for the first 5 years or 50,000 miles, whichever comes first.

#### California

- Gasoline Engines
  - Defects and performance for cars, light duty, and medium duty truck emission control systems are covered for the first 3 years or 50,000 miles, whichever comes first.
  - Specified components for cars or light duty trucks equipped with light duty or medium duty truck emission control systems are covered for the first 7 years or 70,000 miles, whichever comes first.
  - Defects and performance for heavy duty truck emission control systems are covered for the first 5 years or 50,000 miles, whichever comes first.
- 6.6L DURAMAX® Diesel Engines are covered for the first 5 years, 100,000 miles, or 3,000 hours of operation, whichever comes first.

#### **Noise Emissions**

 Coverage is for applicable vehicles weighing over 10,000 lbs based on the Gross Vehicle Weight Rating (GVWR) only, for the entire life of the vehicle.

# General Motors Corporation New Vehicle Limited Warranty

GM will provide for repairs to the vehicle during the warranty period in accordance with the following terms, conditions, and limitations.

### What Is Covered

## **Warranty Applies**

This warranty is for GM vehicles registered in the United States and normally operated in the United States or Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

## **Repairs Covered**

The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.

## No Charge

Warranty repairs, including towing, parts, and labor, will be made at no charge.

## **Obtaining Repairs**

To obtain warranty repairs, take the vehicle to a Pontiac dealer facility within the warranty period and request the needed repairs. A reasonable time must be allowed for the dealer to perform necessary repairs.

## **Warranty Period**

The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

# **Bumper-to-Bumper Coverage**

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What Is Covered" and those items listed under "What Is Not Covered" later in this section.

### Tire Coverage

The tires supplied with your vehicle are covered against defects in material or workmanship under the Bumper-to-Bumper coverage. Any tire replaced will continue to be warranted for the remaining portion of the Bumper-to-Bumper coverage period.

Following expiration of the Bumper-to-Bumper coverage, tires may continue to be covered under the tire manufacturer's warranty. Review the tire manufacturer's warranty booklet or consult the tire manufacturer distributor for specific details.

## **Accessory Coverages**

All GM accessories sold by GM and parts that are permanently installed on a GM vehicle prior to delivery will be covered under the provisions of the New Vehicle Limited Warranty. In the event GM accessories are installed after vehicle delivery, or are replaced under the new vehicle warranty, they will be covered, parts and labor, for the balance of the vehicle warranty, but in no event less than 12 months/12,000 miles. This coverage is only effective for GM accessories permanently installed by a GM dealer or an associated GM-approved Accessory Distributor/Installer (ADI).

GM accessories sold over-the-counter, or those not requiring installation, will continue to receive the standard GM Dealer Parts Warranty of 12 months from the date of purchase, parts only.

GM Licensed Accessories are covered under the accessory-specific manufacturer's warranty and are not warranted by GM or its dealers.

### Notice: This warranty excludes:

Any communications device that becomes unusable or unable to function as intended due to unavailability of compatible wireless service from the wireless communication carrier that provides service for the OnStar® system.

### **Sheet Metal Coverage**

Sheet metal panels are covered against corrosion and rust-through as follows:

**Corrosion**: Body sheet metal panels are covered against rust for 3 years or 36,000 miles, whichever comes first.

**Rust-Through:** Any body sheet metal panel that rusts through, an actual hole in the sheet metal, is covered for up to 6 years or 100,000 miles, whichever comes first.

**Important:** Cosmetic or surface corrosion, resulting from stone chips or scratches in the paint, for example, is not included in sheet metal coverage.

## **Towing**

Towing is covered to the nearest Pontiac dealer if your vehicle cannot be driven because of a warranted defect.

# 6.6L DURAMAX® Diesel Engine Coverage

For trucks equipped with a 6.6L DURAMAX® Diesel Engine, the diesel engine, except those items listed under "What Is Not Covered" later in this section, is covered for 5 years or 100,000 miles, whichever comes first. A \$100.00 deductible per repair visit may apply after the vehicle has been in use for 3 years or 36,000 miles, whichever comes first. For additional information, refer to Things You Should Know About the New Vehicle Limited Warranty on page 9. Also refer to the appropriate emission control system warranty for possible additional coverages.

# What Is Not Covered

# Tire Damage or Wear

Normal tire wear or wear-out is not covered. Road hazard damage such as punctures, cuts, snags, and breaks resulting from pothole impact, curb impact, or from other objects is not covered. Also, damage from improper inflation, spinning, as when stuck in mud or snow, tire chains, racing, improper mounting or dismounting, misuse, negligence, alteration, vandalism, or misapplication is not covered.

### Damage Due to Bedliners

Owners of trucks with a bedliner, whether after-market or factory installed, should expect that with normal operation the bedliner will move. This movement may cause finish damage and/or squeaks and rattles. Therefore, any damage caused by the bedliner is not covered under the terms of the warranty.

# Damage Due to Accident, Misuse, or Alteration

Damage caused as the result of any of the following is not covered.

- Collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle
- Misuse of the vehicle such as driving over curbs, overloading, racing, or other competition. Proper vehicle use is discussed in the owner manual.
- Alteration or modification to the vehicle including the body, chassis, or components after final assembly by GM.
- Coverages do not apply if the odometer has been disconnected, its reading has been altered, or mileage cannot be determined.

*Important:* This warranty is void on vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

### Damage or Corrosion Due to Environment, Chemical Treatments, or Aftermarket Products

Damage caused by airborne fallout, chemicals, tree sap, stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals, or seafants subsequent to manufacture, etc., is not covered. See "Chemical Paint Spotting" under *Things You Should Know About the New Vehicle Limited Warranty on page 9* for more details.

# Damage Due to Insufficient or Improper Maintenance

Damage caused by failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain fluids, fuel, lubricants, or refrigerants recommended in the owner manual is not covered.

#### **Maintenance**

All vehicles require periodic maintenance.

Maintenance services, such as those detailed in the owner manual are at the owner's expense. Vehicle tubrication, cleaning, or polishing are not covered.

Failure of or damage to components requiring replacement or repair due to vehicle use, wear, exposure, or lack of maintenance is not covered.

#### Items such as:

- Filters
- Brake Pads/Linings
- Clutch Linings
- Keyless Entry Batteries \*
- Audio System Cleaning
- Coolants and Fluids
- Wiper Inserts
- Limited Slip Rear Axle Service
- Tire Rotation
- Wheel Alignment/Balance \*\*

are covered only when replacement or repair is the result of a defect in material or workmanship.

- \* Consumable battery covered up to 12 months only.
- \*\* Maintenance items after 7.500 miles.

### Extra Expenses

Economic loss or extra expense is not covered. Examples include:

- · Loss of vehicle use
- Inconvenience
- Storage
- Payment for loss of time or pay
- Vehicle rental expense
- Lodging, meals, or other travel costs
- State or local taxes required on warranty repairs

Other Terms: This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

GM does not authorize any person to create for it any other obligation or liability in connection with these vehicles. Any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of this written warranty. Performance of repairs and needed adjustments is the exclusive remedy under this written warranty or any implied warranty. GM shall not be liable for incidental or consequential damages, such as, but not limited to, lost wages or vehicle rental expenses, resulting from breach of this written warranty or any implied warranty.\*

\* Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

# Things You Should Know About the New Vehicle Limited Warranty

# Warranty Repairs — Component Exchanges

In the interest of customer satisfaction, GM may offer exchange service on some vehicle components. This service is intended to reduce the amount of time your vehicle is not available for use due to repairs. Components used in exchange are service replacement parts which may be new, remanufactured, reconditioned, or repaired, depending on the component involved.

All exchange components used meet GM standards and are warranted the same as new components. Examples of the types of components that might be serviced in this fashion include: engine and transmission assemblies, instrument cluster assemblies, radios, compact disc players, tape players, batteries, and powertrain control modules.

# Warranty Repairs — Recycled Material

Environmental Protection Agency (EPA) guidelines and GM support the capture, purification, and reuse of automotive air conditioning refrigerant gases and engine coolant. As a result, any repairs GM may make to your vehicle may involve the installation of purified reclaimed refrigerant and coolant.

#### Tire Service

Any authorized Pontiac or tire dealer for your brand of tires can assist you with tire service. If, after contacting one of these dealers, you need further assistance or you have questions, contact Pontiac Customer Assistance Center. The toll-free telephone numbers are listed under *Owner Assistance on page 27*.

# 6.6L DURAMAX® Diesel Engine Components

For trucks equipped with 6.6L DURAMAX® Diesel Engine, the complete engine assembly, including turbocharger components, is covered for defects in material or workmanship for 3 years or 36,000 miles, whichever comes first. No deductible applies during this coverage period. The engine parts listed next continue to be covered, subject to a \$100.00 deductible, for 5 years or 100,000 miles, whichever comes first.

- Cylinder block and heads and all internal parts, intake and exhaust manifolds, timing gears, timing gear chain or belt and cover, flywheel, harmonic balancer, valve covers, oil pan, oil pump, water pump, fuel pump, engine mounts, seals, and gaskets.
- Diesel Fuel Metering System: injection pump, nozzles, high pressure lines, and high pressure sealing devices.

- Glow Plug Control System: control/glow plug assembly, glow plugs, cold advance relay, and ECM.
- Fuel injection control module, integral oil cooler, transmission adapter plate, left and right common fuel rails, fuel filter assembly, fuel temperature sensor, and function block.

Important: Some of these components may also be covered by the Emission Warranty with no deductible. See the "Emission Warranty Parts List" under Emission Control Systems Warranty on page 15 for details.

# After-Manufacture "Rustproofing"

Your vehicle was designed and built to resist corrosion. Application of additional rust-inhibiting materials is neither necessary nor required under the Sheet Metal Coverage. GM makes no recommendations concerning the usefulness or value of such products.

Application of after-manufacture rustproofing products may create an environment which reduces the corrosion resistance built into your vehicle. Repairs to correct damage caused by such applications are not covered under your New Vehicle Limited Warranty.

# Paint, Trim, and Appearance Items

Defects in paint, trim, upholstery, or other appearance items are normally corrected during new vehicle preparation. If you find any paint or appearance concerns, advise your dealer as soon as possible. Your owner manual has instructions regarding the care of these items.

# Vehicle Operation and Care

Considering the investment you have made in your Pontiac, we know you will want to operate and maintain it properly. We urge you to follow the maintenance instructions in your owner manual.

If you have questions on how to keep your vehicle in good working condition, see your Pontiac dealer, the place many customers choose to have their maintenance work done. You can rely on your Pontiac dealer to use the proper parts and repair practices.

# Maintenance and Warranty Service Records

Retain receipts covering performance of regular maintenance. Receipts can be very important if a question arises as to whether a malfunction is caused by lack of maintenance or a defect in material or workmanship.

A "Maintenance Record" is provided in the maintenance schedule section of the owner manual for recording services performed.

The servicing dealer can provide a copy of any warranty repairs for your records.

# **Chemical Paint Spotting**

Some weather and atmospheric conditions can create a chemical fallout. Airborne pollutants can fall upon and adhere to painted surfaces on your vehicle. This damage can take two forms: blotchy, ring-shaped discolorations, and/or small irregular dark spots etched into the paint surface.

Although no defect in the factory applied paint causes this, Pontiac will repair, at no charge to the owner, the painted surfaces of new vehicles damaged by this fallout condition within 12 months or 12,000 miles of purchase, whichever comes first.

# Warranty Coverage — Extensions

**Time Extensions:** The New Vehicle Limited Warranty will be extended one day for each day beyond the first 24 hour period in which your vehicle is at an authorized dealer facility for warranty service. You may be asked to show the repair orders to verify the period of time the warranty is to be extended. Your extension rights may vary depending on state law.

Mileage Extensions: Prior to delivery, some mileage is put on your vehicle during testing at the assembly, plant, during shipping, and while at the dealer facility. The dealer records this mileage on the first page of this warranty booklet at delivery. For eligible vehicles, this mileage will be added to the mileage limits of the warranty ensuring that you receive full benefit of the coverage. Mileage extension eligibility:

- Applies only to new vehicles held exclusively in new vehicle inventory.
- Does not apply to used vehicles, GM owned vehicles, dealer owned used vehicles, or dealer demonstrator vehicles.
- Does not apply to vehicles with more than 1,000 miles on the odometer even though the vehicle may not have been registered for license plates.

# Touring Owner Service — Foreign Countries

If you are touring in a foreign country and repairs are needed, take your vehicle to a GM dealer facility, preferably one which sells and services Pontiac vehicles. Once you return to the United States you should provide your dealer with a statement of circumstances, the original repair order, proof of ownership, and any paid receipt indicating the work performed and parts replaced for reimbursement consideration.

*Important:* Repairs made necessary by the use of improper or dirty fuels and lubricants are not covered under warranty. See your owner manual for additional information on fuel requirements when operating in foreign countries.

# Warranty Service — Foreign Countries

This warranty applies to GM vehicles registered in the United States and normally operated in the United States or Canada. If you have permanently relocated and established household residency in another country, GM may authorize the performance of repairs under the warranty authorized for vehicles generally sold by GM in that country. Contact an authorized GM dealer in your country for assistance.

**Important:** GM warranty coverages may be void on GM vehicles that have been imported/exported for resale.

## **Original Equipment Alterations**

This warranty does not cover any damage or failure resulting from modification or alteration to the vehicle's original equipment as manufactured or assembled by GM. Examples of the types of alterations that would not be covered include installation or use of any non-GM parts, accessories, and materials, or the cutting, welding, or disconnecting of the vehicle's original equipment parts and components.

# Recreation Vehicle and Special Body or Equipment Alterations

Installation or alterations to the original equipment vehicle, or chassis, as manufactured and assembled by GM, are not covered by this warranty. The special body company, assembler, or equipment installer is solely responsible for warranties on the body or equipment and any alterations to any of the parts, components, systems, or assemblies installed by GM. Examples include, but are not limited to, special body installations, such as recreational vehicles, the installation of any non-GM part, cutting, welding, or the disconnecting of original equipment vehicle or chassis parts and components, extension of wheelbase, suspension and driveline modifications, and axle additions.

## **Pre-Delivery Service**

Defects in the mechanical, electrical, sheet metal, paint, trim, and other components of your vehicle may occur at the factory or while it is being transported to the dealer facility. Normally, any defects occurring during assembly are identified and corrected at the factory during the inspection process. In addition, dealers inspect each vehicle before delivery. They repair any uncorrected factory defects and any transit damage detected before the vehicle is delivered to you.

Any defects still present at the time the vehicle is delivered to you are covered by the warranty. If you find any defects, advise your dealer without delay. For further details concerning any repairs which the dealer may have made prior to you taking delivery of your vehicle, ask your dealer.

## **Production Changes**

GM and GM dealers reserve the right to make changes in vehicles built and/or sold by them at any time without incurring any obligation to make the same or similar changes on vehicles previously built and/or sold by them.

# Noise Emissions Warranty for Light Duty Trucks Over 10,000 LBS GVWR Only

GM warrants to the first person who purchases the vehicle for purposes other than resale and to each subsequent purchaser of this vehicle, as manufactured by GM, that this vehicle was designed, built, and equipped to conform at the time it left GM's control with all applicable United States EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built, and equipped by GM, and is not limited to any particular part, component, or system of the vehicle manufactured by GM. Defects in design, assembly, or in any part, component, or vehicle system as manufactured by GM, which, at the time it left GM's control, caused noise emissions to exceed Federal Standards, are covered by this warranty for the life of the vehicle.

# **Emission Control Systems Warranty**

The emission warranty on your vehicle is issued in accordance with the U.S. Federal Clean Air Act. Defects in material or workmanship in GM emission parts may also be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage. There may be additional coverage on GM diesel engine vehicles. In any case, the warranty with the broadest coverage applies.

## What Is Covered

The parts covered under the emission warranty are listed under the "Emission Warranty Parts List" later in this section.

# How to Determine the Applicable Emission Control System Warranty (Light Duty Trucks Only)

State and Federal agencies may require different emission control system warranty for light duty trucks depending on:

- Whether the truck is certified with a light duty or heavy duty emission control system.
- Whether the truck is certified for California emissions in addition to Federal emissions.

To determine emissions eligibility: locate the emission control label in the engine compartment on the air cleaner assembly or on the engine. The language on the bottom left side of the label will describe if equipped with a light, medium, or heavy duty emission control system.

All light duty trucks are eligible for Federal Emissions Control System Warranty Coverage. If the emissions control label contains language stating the vehicle is certified to California emission standards, the vehicle is also eligible for California Emissions Control System Warranty Coverage. SSN 200100 5/5/2009 8:58 AM PAGE 1/008 Fax Server



To: shera

Company:

Fax: 18662661792

Phone:

From: Lora D. Hauswirth

Fax: 248-267-4317 Phone: 313-665-1436

### **NOTES:**

White - Settlement Check Request Approved



5/5/2009 8:58 AM PAGE

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The attached check request is approved.

#### Lora

--- Forwarded by Lora D. Hauswirth/US/GM/GMC on 05/05/2009 08:25 AM ----

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LAW OFFICES OF Connie J. Postelli

> 19952 Torrence Avenue Lynwood, Illinois 60411

May 5, 2009

May. 4. 2009 5:47PM

VIA FACSIMILE (248) 267-4317

Lora Hauswirth, Case Manager

GENERAL MOTORS CORPORATION

Global Headquarters at the Renaissance Center

300 Renaissance Center, 24th Floor

Mail Code: 482-C24-C66 Detroit, Michigan 48265-3000

Re:

v. General Motors Corporation

Circuit Court of Cook County, First District, Municipal Division

Case No.

: 09 M1 116338

Vehicle

: 2006 Pontiac G6

VIN

: 1G2ZG558964

GM Legal File No.

: 668219

Our File Number

: 7092-90015

#### NOTICE OF CASH SETTLEMENT / CHECK REQUEST

#### Dear Lora:

Please be advised that the above-referenced matter has settled for a total of \$6,500.00, including attorneys' fees and costs. The customer's concern with the subject vehicle is M30 – Steering – Power Steering Pump/Brackets - Inoperative. At your earliest convenience, please forward General Motors Corporation's settlement draft as follows:

1. A check in the amount of \$6,500.00 payable to completed IRS form W-9 is attached as required for proper tax reporting.

Plaintiff:
Chicago, IL

Mileage: 26,534

Plaintiff's Attorney:

Gregory H. Moss, Esq. Krohn & Moss, Ltd. 120 W. Madison, 10<sup>th</sup> Floor Chicago, IL 60602 {312} 578-9428 telephone

{866} 289-0898 facsimile

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May. 4. 2009 5:47PM LAW OFFICE OF CONNIE POSTELLI

No. 6420 P. 2

Lora D. Hauswirth May 5, 2009 Page 2

Enclosed please find the signed Release Of Claim and the appropriate W9 form. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Rebecca J. Letourneaux

Encls.

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Fax Server

No. 6420 P. 3

Line 1 . JOHN FELL GOOLOGYOGO -/ OS16307718297

May. 4. 2009 5:47PM LAW OFFICE OF CONNIE POSTELLI

01:38:24 p m. 05-01-2009

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#### RELEASE OF CLAIM

ase shall be considered an admission of liability or wrong doing by General ors to any of the claims or causes of actions alleged in or to be reinferred from sations set forth in the matter indicated above.  In addition, I, Section 11 shall not at any time hereafter commence,
agree that neither General Motors payment of the consideration recited above nor the negotiations preliminary to the execution of this Release shall be considered an admission of liability or wrong doing by General Motors to any of the claims or causes of actions alleged in or to be reinferred from allegations set forth in the matter indicated above.
In addition, I, see shall not at any time hereafter commence, maintain or prosecute, or cause, encourage or advise be commenced, maintained or prosecuted any action, suit, proceeding or claim based in whole or in part upon or arising out of or in any way connected with any of the matters released herein;
The mileage was $26534$ on $5-1-09$ , the date of the signing of his release.
The undergioned has carefully read and understands this release and signs it to meet up

and understands this release and signs it to resolve the claim described above.

DATE SIGNED: 5-1-09 City, State, Zip Code Sworn to and subscribed before me this day of 7000, 2009 Couls— County

My Commission Expires: 4/8/11

Componer's Signature;

308379

# Rogers Auto Group

\*INVOICE\*

Telephone: (312) 225-4300 Fax: (312) 567-9498
Internet Address: www.rogersautogroup.net

CHICAGO, IL Chicago License No. 000243 PAGE 1 HOME: SERVICE ADVISOR: 28 DWAYNE EXT PARKS 16 UGENSE MILEAGE WY OUT YEAR MAKE/MODEL TAG LU 06 PONTIAC G6 1<u>G2ZG5589</u>64 O6MARO6 IS 7:00 22DEC08 120.00 CASH04 FEB0 9 OPTIONS: STK: P8071A ENG: 3.5 Liter SFI TRN: MXO 09:04 22JAN09 06:54 04FEB09 LINE OPCODE TECH TYPE HOURS LIST A CUSTOMER STATES THE STEERING WILL BE VERY TIGHT AND DIFFICULT TO NET LATOT WITH WARNING DISPLAYING ACROSS RADIO. IT WILL FREE UP TO MOVE NOT TO OFTEN AT ALL IT IS MORE DIFFICULT THEN EASY / / 1199 RECALIBRATED SYSTEM AND MODULES WITH TEST Teringering DRI VES: 2018 12018 | 551.01**3**5 ,21MISC SUBL ENTERPLISE 56043 (N/C) (力/強) RECALIBRATED AND RELEARNED SYSTEM DUE TO STEERING NOT RESPONDING TO SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH#2 AT 24,344 AND BEFORE THAT THE CUSTOMER HAD SAME CONCERNS 9/4/08 AT 22,942 RC#298231 WITH TECH#33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL TEST DRIVEN TWICE WITH NO CONCERNS DUPLICATED AFTERWARDS \*\*\*\*\* B GM QUICK LUBE PLUS-28 POINT SAFETY CONSER WILLIAM 3K GM QUICK LUBE PLUS-28 POINT ZAFETY CHECK CR6 12.85 12.85 1 25010792 FILTER.... 5.00 5.00 I SOLVENT WASHER TO BE THE LITTLE TO THEVECTIES 1.62 1.62 5 OLL ENGINE 1.69 1.69 8.45 1 LUBE GREASE 0.35 \*\*\*\*\*\*\*\*\*\*\* 0.35 C COURTESY WESTELL SERVICE INSPECTION CAUSE: RENTEL Z7903 BOXYS RENTAL FC: 99 PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: M.T This business is required to be licensed pursuant to IL revised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attention General. DL # 89 DESCRIPTION TOTALS We guarantee our LABOR AMOUNT service work for 12 "ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY PARTS . AMOUNT "ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY EXPRESS. OR IMPLIED, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS." months or 12,000 GAS, OIL LUBE miles, whichever SUBJET AMOUNT comes first. If our repair or BPA CHARGES replacement falls in TOTAL CHARGES normal service, we LESS INSURANCE will fix it free of charge, Parts and SALES TAX

Labor.

PLEASE PAY THIS AMOUNT

308379

# Rogers Auto Group

\*INVOICE\*

Telephone: (312) 225-4300 Fax: (312) 567-9498

CHICAGO, IL HOME: BUS:	Thternet Address; www.rogersautogroup.ne PAGE 2 Chicago License No. 000243	ct
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This business is required to be licensed pursuant to IL revised statute, chapter 95 1/Z, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attorney General. DL # 89

"ANY WARRANTIES ON THE PRODUCTS SOLD HERBY ARE THOSE MADE BY THE MANUPACTURER. THE SELLER (ROGERS AUTO GROUP) HERBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS."

Customer's Signature:

We guarantee our service work for 12. months or 17,000 miles, whelvever comes first. If our герей" от replacement fails in normal service, we will fix it free of charge. Forts and

DESCRIPTION LABOR AMOUNT 1<u>2.85</u> PARTS AMOUNT GAS, OIL, LUBB 0.00 SUBLET AMOUNT 0.00 EPA CHARGES 0.00 TOTAL CHARGES <u> 28. 27</u> LESS INSURANCE 0.00 SALES TAX PLEASE PAY 29,85

Customer's Signature:

306271

# Rogers Auto Group

\*INVOICE\*

Telephone: (312) 225-4300 · Fax: (312) 567-9498

<u>0.00</u>

0.00

0.00

Internet Address: www.rogersautogroup.net CHICAGO, IL Chicago Licenso No. 000243 PAGE 1 HOME: SERVICE ADVISOR: COLOR XEAR: MAKE/MODEL TAG :: PONTIAC G6 DEL DATE PROD. DATE WARR EXP. AR. RATE: 06 MAR06 <u> 17:00 22DEC08</u> CASHRO OPENED 26 DEC08 OPTIONS: STK: P8071A ENG: 3.5 Liter SFI TRN: MXO 1<u>2:27</u> 22DEC08 13:19 26DEC08 LINE OPCODE TECH TYPE HOURS LIST A POWER STEERING LIGHT COMES ON AND ENG DIES-RESTARTS BACK UP NET TOTAL CAUSE: SHORTED E8434 POWER STEERING ASSIST MOTOR REPLACEMENT W MOTOR F4RT#: 2580,5894 N/C) COUNT: 1 CLAIM TYPE: AUTH CODE: OJ B\*\* RENTAL CAUSE: RENTAL Z7904 RENTAL NEEDS ZONE AUTH ( N/C) FC: 99 PART#: COUNT: 0 CLAIM TYPE: The River of the same TAKE BY OF COMPLETE AUTH CODE: SUBL ENTERENT PORS 5480 OUR SERVICE STAFF WANTS YOU COMPLETELY SATISFIED" IF WE FAIL TO DO SO PLEASE CONTACT US IMMEDIATELY SO THAT WE MAY CORRECT YOUR CONCERN. ACATA THANK YOU FOR YOUR VALUED BUSINESS \*\*\*\*\*\*\*\*\*\* This business is required to be licensed pursuant to IL revised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attention General. DL # 89 DESCRIPTION: TOTALS: We guarantee our LABOR AMOUNT 0.00 service work for 12 "ANY WARRANTIES ON THE PRODUCTS SOLD HERBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER (ROGERS AUTO GROUP) HERBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR PITNESS POR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME POR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS." PARTS AMOUNT months or 12,000 0.00 GAS, OIL LUBE miles, whichever 0.00 comes first If our SUBLET AMOUNT <u>0.00</u> repair or BPA CHARGES <u>0.00</u> replacement fails in TOTAL CHARGES normal service, we 0.00 LESS INSURANCE will fix it free of

SALES TAX

PLEASE PAY THIS AMOUNT

charge. Parts and

Labor.

298231

## Rogers Auto Group

\*INVOICE\*

POINTEAN PRINCES WHICH MY MADA STRUCTURE TOWNS NOT THE STRUCTURE TO SERVE AND ASSESSMENT OF THE SERVE

Telephone: (312) 225-4300 Fax: (312) 567-9498 Internet Address: www.rogersautogroup.net Chicago License No. 000243

CHICAGO. PAGE 1 HOME: BUS: SERVICE ADVISOR: 85 JAMES COLOR MAKE/MODEL MILEAGE INVOUT 06 PONTIAC G6 22924/22942 PAYMENT NV DATE DEL DATE PROMISED VAR RATE O6MARO6 IS RO OPENED <u>17:00 03SEP08</u> CASHOPTIONS: STK: P8071A ENG: 3.5 Liter SFI TRN: MXO <u>09:38 035EP08</u> <u> 12:39 04</u>SEP08 LINE OPCODE TECH TYPE HOURS LIST NET JATOT L A CUST STATES: AT TIMES STEERING BINDS WHEN DRIVING & TURNING. CAUSE: TEST DROVE VEHICLE, FOND CONDITION NORMAL. CALLED TECHNICAL SUPPORT. 1199 MISC 3 3 ALMI, S. Questos osabilitadisessa assum. CUSTOMER ADVESED CONDITION NORMAL. B RENTAL RENTAL ONE DAY RENTAL PER CUSTOMER SATISFACTION. 1 ISP ( N/C) SUBL ENTERPRISE INV# 510795 - ONE DAY - P/O# 510795 IRTESY VISUAL SERVICE INSPECTION C COURTESY VISUAL SERVICE INSPECTION (N/C)\* OUR SERVICE STAFF WANTS YOU "COMPLETELY IT WE FOUND TO SO PLEASE CONTACT US IMMEDIATELY SO THAT WE MAY CORRECT YOUR CONCERN. AGAIN THANK YOU FOR YOUR VALUED BUSINESS.

This business is required to be thomsed pursuant to IL rovised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attorney General. DL # 89

'ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SALE PRODUCTS.'

WITH THE SALE OF SAID PRODUCTS.'

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement falls in normal service, we will fix it free of charge. Parts and Jahor.

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LABOR AMOUNT	0.00
PARTS AMOUNT	
GAS, OIL LUBE	0.00
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LESS INSURANCE	0.00
SALES TAX	9.00
PLEASE PAY THIS AMOUNT	0.00

296990

# Rogers Auto Group

\*INVOICE\*\*

Telephone: (312) 225-4300 Fax (312) 567-9498
Internet Address: www.rogersautogroup.net
Chicago License No. 000243

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This business is required to be licensed pursuant to IL revised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attention DL#89

'ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUPACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR PITNESS AND NEITHER ASSUMES NOR ALITHORIZES ANY OTHER PERSON TO ASSUME POR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

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	SALES TAX	<u>0-20</u> -
	PLEASE PAY THIS AMOUNT	1.53

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## Rogers Auto Group

\*INVOICE\*

Internet Address: www.rogersautogroup.net Chicago License No. 000243

CHICAGO, IL HOME:	PAGE 1	Chicago Licens	w.rogersautogroup.net B No. 000243
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This business is required to be licensed pursuant to IL revised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attention General. DL # 89

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Gustemer's Signature:

We guarantee our service work for 12 months or 12,000 miles whichever comes first. If our repair or replacement fails in normal service, we will fix it free of charge, Parts and Labor.

DESCRIPTION	en en en en en en en en en en en en en e
LAROR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL LUBE	0.00
SUBLET AMOUNT	0.00
BFA CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	<u> </u>
PLEASE PAY THIS AMOUNT	

## Rogers Auto Group

\*INVOICE\*

Internet Address: www.rogersautogroup.net Chicago License No. 000243

PAGE 1

HOME: BUS: SERVICE ADVISOR: SCHER MIEAGE INZ OUT JOHN LICENSE COLOR MAREAMODEL VIN TAG 06 PONTIAC G6 ZG558964 PROMISER VAR BATE 06 MARO6 IS 17:00 07 MAY08 OPTIONS: ST <u> 119,00</u> CASH 12MAY08 STK: P8071A ENG: 3.5 Liter SFI TRN: MXO 11:34 07MAY08 <u> 110:01 12MAY08</u> LINE OPCODE TECH TYPE HOURS A 6,000 MILE MAINTENANCE NET TOTAL 6K 6,000 MILE MAINTENANCE on notice that the second seco 13 IUC 1 25864605 PAD KIT TEMBERSON POSSESSION 25010792 FILTER OF LASSINGE NO. N/CLUBE GREASE W/CY SOLVENT WASHER 1199 REPLACE FRONT & REAR BRAKE PADS - RESURFACE FRONT & REAR ROTORS 13 IUC (N/C) SUBL 1 IUC ( N/C) SUR SERVICE STAFF WANTS YOU "COMPLETELY SATUSFIED" IF WE FAIL TO DO SO PLEASE CONTACT US IMMEDIATELY SO THAT WE MAY THE THE CORRECT FOUR CONCERN. H AGAIN THANK YOU FOR YOUR VALUED BUSINESS.

This business is required to be licensed pursuant to IL revised statute, chapter 95 1/2, sec. 5.301, any complaints as to the quality of service obtained here may be brought to the attention of the attentory General. DL # 89

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Customer's Signature;	·

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LABOR AMOUNT	0-00
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SUBLET AMOUNT	0.00
EPA CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0,00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0 00

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# Rogers Auto Group

\*INVOICE\*

THE PARTY OF THE P

Telephone: (312) 225-4300 · Fate (312) 567-9498

Internet Address: www.rogersautogroup.net CHICAGO IL Chicago License No. 000243 PAGE 1 HOME SERVICE ADVISOR: PONTI AC WARR EXP AR RATE MAROS IS ROOFENED 06MAR06 CASH <u>06 MARO 6</u> STK: P6151D ENG: 3.5 Liter SFI TRN: MXO 1<u>4:32 06MAR06</u> 15:42 06MAR06 LINE OPCODE TECH TYPE HOURS LIST A FLOOR MATS PER WE OWE ATTACHED NET LATOT POO THE PART (S) TO REPAIR YOUR VEHICLE HAVE BEEN ORDERED, YOU WILL BE NOTIFIED BY PHONE OR MAIL WHEN THEY ARRIVE 1 INC 15235133 MAT B CUSTOMER WILL RETURN ANOTHER DAY FOR DETAIL - NOT PERFORMING TODAY DETAIL CUSTOMER WILL RETURN - DETAIL NOT PERFORMED TODAY 1 CR6  $O_{n+1}, O_{n}Q_{n}$ OUR SERVICE STAFF WANTS YOU "COMPLETELY IF WE FAIL TO DO SO PLEASE CONTACT TERMEDIATELY SO THAT WE MAY CORRECT YOUR CONCERN. AGAIN THANK YOU FOR YOUR VALUED BUSINESS. THE REPORT OF THE PARTY. CHEVROXET



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'ANY WARRAN'ITES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUPACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

Gustomor's Significance

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service, we will fix it free of charge. Parts and Labor,

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	DESCRIPTION	TOTALS
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1	PARTS AMOUNT	0.00
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[	TOTAL CHARGES	0.00
[	LESS INSURANCE	0.00
Į	SALES TAX	<u> </u>
	PLEASE PAY THIS AMOUNT	



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

#### VIA FAX ONLY

February 12, 2009

Frank Dekruiff Roger's Auto Group 2720 Michigan Ave. Chicago, IL. 60616-2819

RE:

Service Request: 71-701759847

2006 Pontiac G6

Vehicle Identification Number: 1G2ZG558964

Legal Research Specialist: Cynthia Reyes

Dear Mr. Dekruiff:

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, the Actual Cash Value statement of any trade and application of title.
- 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 1-866-363-8695. 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 our Business Resource Center at 1-866-790-5600 Ext. 11153 Monday through Friday between 9:00 a.m. and 5:45 p.m., Eastern Time.

Sincerely,

**General Motors Corporation** 















> SHIP WT: 3337 HP: 32.9 GMS: 18643.35 SUPPLR: 19478.93 MRM: 20655.00 MEMO 926.50

TOTAL MODEL & OPTIONS 20030.00 18544.25 ACT 231 18568.35 DESTINATION CHARGE 625.00 625.00 H/B 261 600.90 LAM DEALER CONTRIBUTION 200.30 ADV 261 200.30 LAM GROUP CONTRIBUTION 250.38 EXP 65A 250.38

TOTAL 20655.00 19619.93 PAY 310 19619.93

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 18718.58

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

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

\*

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

REMIT TO GMAC NO. 154 VIN 1G2ZG558964 \$ 19619.93 INV 2AD53187694 DUE 11/10/05 DEALER 10-400

GILLESPIE PONTIAC

RCMPR010

#### VEHICLE DELIVERY/INCENTIVE HISTORY PROCESSING SOURCE: PONTIAC

04/14/07 13:55:56

PAGE: 1

VIN: 1G2ZG5589 64 SELLG SCE: 16 MDL YR: 06 ORD NO: JPOBOG

ODATE: 10/06/05 ORDER FAN: OTYPE: 070 DLVY SS/SITE CD: 16 10127

DDATE: 02/28/06 DLVY FAN: DTYPE: 010 SRVC TYPE: MILEAGE:

DLVY DOE: 02/28/06 ORDER BY:

01/26/06 CANC:

CANC DOE: 01/26/06

12/12/05 DLVY TO: J JACOB TRADE:

12/15/05 1752 TAMAHAWK LN TRD DOE:

SRVC IN: IL 60564 NAPERVILLE

SRVC OUT: BFSO ORD DT: CANC SRVC IN: BFSO CUST:

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MISC DATE: 03/06/06 MISC: 0000009505 A2

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MISC DATE: 03/06/06 MISC: 0000083838 F2

POLICY PYMT CMNT: REVERSAL OF GMAC CONTRACT ACTV TYPE: 1

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PROCESS TYPE: 004 CHECK NO: SSN:

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MISC DATE: 03/06/06 MISC: 0000083838 A2

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04/14/07 13:55:56

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MISC DATE: MISC:

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MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

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SSN:

PROCESS TYPE: 001 CHECK NO:

DATA SCE: DLVY INC MEMO NO: 00029470567 AUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

CODE PAY SS/SITE INV/INC NO DATEAMOUNT MTHD DLR SHR STAT SNM 01 16 10127 00029669586 02/07/06 25.00 DR OA 0.00 0

PROCESS TYPE: 004 CHECK NO: SSN:

DATA SCE: **BARS** INC MEMO NO: 00029669586 AUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT: #580- MISSING DELIVERY INFORMATION ACTV TYPE: 1

CODE PAY SS/SITE INV/INC NO DATE TIMIJOMA MTHD DLR SHR STAT SNM 01 16 10127 2240934 01/06/06 25.00 OP 0.00 9

PROCESS TYPE: 004 CHECK NO: SSN:

DATA SCE: INC MEMO NO: 2240934 AUTH PUR CD: VEND

MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: A

## VEHICLE DELIVERY/INCENTIVE HISTORY PROCESSING SOURCE: PONTIAC

04/14/07 13:55:56

PAGE: 3

VIN: 1G2ZG5589 64 SELLG SCE: 16 MDL YR: 06 ORD NO: JPQBQG

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT SNN 01 16 10127 00029669586 02/07/06 100.00 DR OA 0.00 0

PROCESS TYPE: 004 CHECK NO: SSN:

DATA SCE: BARS INC MEMO NO: 00029669586 AUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT: #580- MISSING DELIVERY INFORMATION ACTV TYPE: 1

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT SNN 01 16 10127 2240930 01/06/06 100.00 OP 0.00 9

PROCESS TYPE: 004 CHECK NO: SSN:

DATA SCE: VEND INC MEMO NO: 2240930 AUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: A

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT XSC 01 16 10127 000000 05/18/06 1,093.77 OP 0.00 9

PROCESS TYPE: 004 CHECK NO: SSN:

DATA SCE: GMAC INC MEMO NO: 000000 AUTH PUR CD:

MISC DATE: 03/06/06 MISC: 0000009505 A1

POLICY PYMT CMNT: ACTV TYPE: 6

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT XSD 01 16 10127 05/18/06 962.99 DR OP 0.00 0

PROCESS TYPE: 004 CHECK NO: SSN:

DATA SCE: GMAC INC MEMO NO: AUTH PUR CD:

MISC DATE: 03/06/06 MISC: 0000083838 F0

POLICY PYMT CMNT: REVERSAL OF GMAC CONTRACT ACTV TYPE: 1

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT XSD 01 16 10127 162880 03/23/06 962.99 OP 0.00 9

PROCESS TYPE: 004 CHECK NO: SSN:

DATA SCE: GMAC INC MEMO NO: 162880 AUTH PUR CD:

MISC DATE: 03/06/06 MISC: 0000083838HAA0

POLICY PYMT CMNT: ACTV TYPE: 6

PAGE: 1

Sevent Desc	VIN: 1G2ZG5589 64	1	SELLG	SCE: 16 M	DL YR: 06	ORD NO	JPQBQG
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INCENTIVE CHARG   16   10127   05/18/06 CCS   2,150.00 DR				05/18/06	XSD		
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VEHICLE EVENT SELECTION
PROCESSING SOURCE: PONTIAC

04/14/07 13:59:15

PAGE: 2

VIN: 1G2ZG5589 64 SELLG SCE: 16 MDL YR: 06 ORD NO: JPQBQG

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SS/ DOCUMENT I INC	
EVENT DESC SITE CD NUMBER S EVENT DT CD	AMOUNT
SETTLEMENT DATE 16 10400 2AD53187694 11/10/05	19,619.93 CR
ORIGINAL INVOIC 16 10400 2AD53187694 11/04/05	19,619.93
COV/NVIS DATE 16 10400 2AD53187694 11/04/05	0.00
SHIPMENT DATE 16 10400 11/04/05	0.00
PRODUCTION (BUI 16 10400 11/04/05	0.00
PREFERENCE TO P 16 10400 10/11/05	0.00
GM ORDER ACCEPT 16 10400 10/06/05	0.00
GM ORDER ACCEPT 10/06/05	0.00



Chemenal Adequate Compressions Resistancias Romantes Combre 190 Resis 30170 Referrit, MR 480303-5-298

#### VIA FAX ONLY

March 18, 2009

Cassie Yates, Esq. Krohn & Moss, Ltd. 120 W Madison St Fl 10 Chicago, IL 60602

RE:

**Service Request:** 71-701759847

2006 **P**ontiac **G**6

Vehicle Identification Number: 1G2ZG558964

Customer Relationship Specialist: Lynn Johnson

Dear Ms. Yates:

We have received your counteroffer via email dated March 17, 2009. In an attempt to settle this matter, General Motors is making an offer of \$5,000.00 while this matter is still in the Early Resolution program.

We ask that you discuss General Motors Corporation's offer with your client at your earliest opportunity. This offer will remain available for ten (10) calendar days from the date of this letter. If your client agrees with the terms of this offer, please have the offer letter executed where indicated and faxed to the number on the fax cover sheet.

Sincerely,

General Motors Corporation Business Resource Center 1-800-231-1841

cc: FILE LC0100 V07092007	Current Vehicle Mileage
Client's Signature	Client's Signature
 Date	Date











To <iynn\_johnson@gmexpert.com>
cc
bcc
Subject v. GM

Lynn,

I have spoken with my client and she rejects your offer of \$4,600 and demands \$8,000 inclusive of all fees and costs to settle. Please let me know your client's response. Thanks.

Lee Cassie Yates
Attorney at Law
Krohn & Moss, Ltd
120 W. Madison Street
10th Floor
Chicago, Il 60602
(312) 578-9428 x 270 (direct)
(866) 289-0898 (fax)
web: www.krohnandmoss.com



Chemenal Adequate Compressions Resistancias Romantes Combre 190 Resis 30170 Referrit, MR 480303-5-298

#### VIA FAX ONLY

March 16, 2009

Cassie Yates, Esq. Krohn & Moss, Ltd. 120 W Madison St Fl 10 Chicago, IL 60602

RE:

Service Request: 71-701759847

2006 **P**ontiac **G**6

Vehicle Identification Number: 1G2ZG558964

Customer Relationship Specialist: Lynn Johnson

Dear Ms. Yates:

We have received your counteroffer via email dated March 13, 2009. In an attempt to settle this matter, General Motors is making an offer of \$4,600.00 while this matter is still in the Early Resolution program.

We ask that you discuss General Motors Corporation's offer with your client at your earliest opportunity. This offer will remain available for ten (10) calendar days from the date of this letter. If your client agrees with the terms of this offer, please have the offer letter executed where indicated and faxed to the number on the fax cover sheet.

Sincerely,

General Motors Corporation Business Resource Center 1-800-231-1841

cc: FILE LC01CO V07093007	Current Vehicle Mileage
Client's Signature	Client's Signature
	Date:











#### "Yates, Cassie" <cyates@consumerlawcenter</pre> .com>

03/12/2009 04:48 PM

To <edna\_rodriguez@gmexpert.com>

CC

bcc

Subject RE: /. GM

History:

This message has been forwarded.

My client rejects and lowers her demand to \$8,100 total to settle. Please let me know your client's response. Thanks.

Lee Cassie Yates Attorney at Law Krohn & Moss, Ltd 120 W. Madison Street 10th Floor Chicago, Il 60602 (312) 578-9428 x 270 (direct) (866) 289-0898 (fax)

web: www.krohnandmoss.com

**From:** edna\_rodriguez@gmexpert.com [mailto:edna\_rodriguez@gmexpert.com]

**Sent:** Thursday, March 12, 2009 8:54 AM

To: Yates, Cassie

Subject: Re: v. GM

Ms. Yates.

Please review the attached with your client and respond at your earliest convenience. Thank you

Edna Rodriguez Legal Agent-BRC Legal Department Aditya Birla Minacs 866-790-5700 ext 21317 | edna\_rodriguez@gmexpert.com 866-398-3255 fax

Please consider the environment before printing this e-mail. 1 ton of paper = 17 trees. Reduce. Reuse. Recycle. THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED. CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please delete it from your system without copying it, and notify the sender by reply e-mail or by calling 800-231-1841 so that our address record can be corrected. Thank you.

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

"Yates, Cassie" <cyates@consumerlawcenter.com>

To<edna\_rodriguez@gmexpert.com>

03/11/2009 04:37 PM

Subject v. GM

Edna,

My client rejects your offer of \$2,500 total and demands \$9,100 total to settle this case. Please let me know your client's response. Thanks.

Lee Cassie Yates
Attorney at Law
Krohn & Moss, Ltd
120 W. Madison Street
10th Floor
Chicago, Il 60602
(312) 578-9428 x 270 (direct)
(866) 289-0898 (fax)

web: www.krohnandmoss.com

#### **Privileged and Confidential Information**

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

By: Cynthia Reyes State: IL

Customer Name: Vehicle ID No.: 1G2ZG558964 Year, Make & Model: 2006 Pontiac G6 Service Request: 71-701759847 GM Legal File No.: 668219 BAC Code: 116079

In Service Date: 2/28/2006 Vehicle is: **Used** 

Vehicle Purchased Used on: 6/16/08 at

odometer **20,735** 

Lien holder: GMAC ☐ Other ☐: Drive Financial Services

DVM requests Purchase Price of involvement?: N Vehicle: \$ 13,564.69

Was TAC contacted for this vehicle (Y/N)?: Y - #10471803 Yes, TAC

states Normal condition.

### **VEHICLE REPAIR HISTORY**

#### 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
09/03/08	298231	2	22,942	C/S AT TIMES STEERING WHEEL BINDS WHEN DRIVING & TURNING. TEST DOVE THE VEHICLE, FOUND CONDITION NORMAL. – <b>CALLED T. CUSTOMER ADVISED NORMAL CONDITION.</b> 1 DAY RENTAL PER CUSTOMER SATISFACTION. *(PER SVC. MGR. FRANK DEKRUIFF TAC CASE#10471803).
12/22/08	306271	5*	24,344	C/S POWER STEERING LIGHT COMES ON AND ENGINE DIES, RESTART BACK UP. / SHORTED. – <b>POWER STEERING ASSIST MOTOR REPLACEMENT.</b> 4 RENTAL. *(PER SVC. MGR. FRANK DEKRUIFF DAYS OUT VERIFIED).
01/22/09	308379	14*	24,623	C/S THE STEERING WILL BE VERY TIGHT AND DIFFICULT TO TURN WITH WARNING DISPLAYING ACROSS RADIO. IT WILL FREE UP TO MOVE NOT TOO OFTEN AT ALL IT IS MORE DIFFICULT THEN EASY. – RECALIBRATED AND RELEARNED SYSTEM DUE TO STEERING NOT RESPONDING TO SIGNALS. REPLACED THE STEERING COLUMN 12/22, BY TECH #2 AT 24,344 AND BEFORE THAT THE CUSTOMER HAD SAME CONCERNS 9/4/08 AT 22,942 RO#298231 WITH TECH #33 AND C WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL. TEST DRIVEN TWICE WITH NO CONCERNS DUPLICATED AFTERWARDS. 3 DAYS RENTAL. * (PE SVC. MGR. FRANK DEKRUIFF UNABLE TO VERIFY DAYS OUT OF SERVICE. "I THINK CUSTOMER REFUSED TO PICK IT UP").

#### ☐ BODY/TRIM

Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
06/30/08	293366	2	21,247	PER WE OWE DRIVER DOOR HINGES SQUEAK. – <b>METRO BODY SHO</b> <b>WE OWE REPAIR REAR BUMPER. –</b> METRO BODY SHOP.RENTAL.

#### ☐ WHEEL/TIRES

Date: RO #: <u>Days Out</u>: <u>Mileage</u>: <u>Description of Complaint and Repair Performed</u>: 06/30/08 293366 \* 21,247 LH FRONT TIRE IS LOOSING AIR. – **NO LEAKS FOUND AT THE TIM OF SERVICE.** 

#### ☐ Other

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
03/06/06	228114	N/A	3	<b>PRIOR TO SALE</b> - FLOOR MATS PER WE OWE ATTACHED. CUSTOME WILL RETURN ANOTHER DAY FOR DETAIL. NOT PERFORMING TODAY
05/07/08	289279	NA	19,460	PRIOR TO SALE LOF. 6,000 MILES MAINTENANCE. – REPLACE FRONT AND REAR BRAKE PADS – RESURFACE FRONT & REAR ROTORS.
08/16/08	296990	*	22,512	3K GM QUICK LUBE PLUS 28 POINT INSPECTION.

#### Accident/Insurance Information:

Has the vehicle ever been involved in an accident Y or N? Unaware Did you confirm your answer with the dealer Y or N? Yes Are there any Aftermarket Modifications to the Vehicle Y or N? No Have you confirm this with the dealership Y or N? Yes

#### THE STATE LEMON LAW READS:

Days out of service: 30 or more

Repairs: 4 or more

Time period: 18 months from original delivery

Does Lemon Law state nonconformity must continue to exist? Yes

If applicable, safety-related repairs NA

Safety-related time period

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: 23

# PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

DVM James Cocking responded with option "D" to e-mail request.

# PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

CRS spoke to service manager Frank Dekruiff, he states the customer has not been back to the dealership since last repair. There is no further information.

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

**NISM Negotiations:** 

3/2/09 - Empowerment \$2500 up to \$4k inclusive

3/10/09 - Offer out \$2,500 inclusive

3/12/09 - Counteroffer \$9,100

3/12/09 - Offer out \$4,000 inclusive

3/12/09 – Counteroffer from Cassie Yates \$8,100 inclusive.

#### RECOMMENDATION

Cash \$4,600.00 inclusive

3/17/09 - Counteroffer from PC \$8,000 inclusive.

3/17/09 – Recommend final offer \$5,000 inclusive for reasons specified below.

3/18/09 - Offer out \$5,000 inclusive - counteroffer \$7,000 inclusive

3/19/09 - recommend no further adjustment for reasons specified below -No concerns duplicated on last visit 1/22/0

3/30/09 – Recommend removal to LC – PC rejects final offer of \$5,000 inclusive -10 day letter was sent 3/20 and no response from PC

#### RATIONALE

Vehicle was purchased used (not certified) at 20,735 miles. Has had 3 repairs to steering the last being 1/22/09 when steering column was replaced. Svc mgr states no repairs since. Vehicle had no prior history of steering repairs prior to this purchase. 23 days out since ownership. Total price paid \$13,564.69.

#### REASON FOR REMOVAL

PC demand not reasonable for this non-certified used vehicle with no history of steering concerns prior to sale at 20,735 miles. Vehicle purchase price \$13,564.69. Steering column replaced on 3<sup>rd</sup> repair visit and no warranty repairs since. Does not appear to meet LL presumption. Vehicle is still under warranty and GM has discharged its obligations under its limited warranty.

Removed to LC and settled for \$6500 due to steering issues.

#### **Privileged and Confidential Information**

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

By: Cynthia Reyes State: IL

Customer Name: Service Request: 71-701759847 GM Legal File No.: N/A

Vehicle ID No.: 1G2ZG558964 In Service Date: 2/28/2006 Vehicle is: **Used** BAC Code: 116079 Year, Make & Model: 2006 Pontiac G6

Vehicle Purchased Used on: 6/16/08 at

odometer **20,735** 

Lien holder: GMAC ☐ Other ☐: Drive Financial Services **DVM** requests Purchase Price of involvement?: N Vehicle: \$ 13,564.69

Was TAC contacted for this vehicle (Y/N)? : Y - #10471803 Yes, TAC

states Normal condition.

## **VEHICLE REPAIR HISTORY**

#### 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
09/03/08	298231	2	22,942	C/S AT TIMES STEERING WHEEL BINDS WHEN DRIVING & TURNING. / TEST DOVE THE VEHICLE, FOUND CONDITION NORMAL. – <b>CALLED TAC. CUSTOMER ADVISED NORMAL CONDITION.</b> 1 DAY RENTAL PER CUSTOMER SATISFACTION. *(PER SVC. MGR. FRANK DEKRUIFF TAC CASE#10471803).
12/22/08	306271	5*	24,344	C/S POWER STEERING LIGHT COMES ON AND ENGINE DIES, RESTARTS BACK UP. / SHORTED. – <b>POWER STEERING ASSIST MOTOR REPLACEMENT.</b> 4 RENTAL. *(PER SVC. MGR. FRANK DEKRUIFF DAYS OUT VERIFIED).
01/22/09	308379	14*	24,623	C/S THE STEERING WILL BE VERY TIGHT AND DIFFICULT TO TURN WITH WARNING DISPLAYING ACROSS RADIO. IT WILL FREE UP TO MOVE NOT TOO OFTEN AT ALL IT IS MORE DIFFICULT THEN EASY. – RECALIBRATED AND RELEARNED SYSTEM DUE TO STEERING NOT RESPONDING TO SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH #2 AT 24,344 AND BEFORE THAT THE CUSTOMER HAD SAME CONCERNS 9/4/08 AT 22,942 RO#298231 WITH TECH #33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL. TEST DRIVEN TWICE WITH NO CONCERNS DUPLICATED AFTERWARDS. 3 DAYS RENTAL. * (PER SVC. MGR. FRANK DEKRUIFF UNABLE TO VERIFY DAYS OUT OF SERVICE. "I THINK CUSTOMER REFUSED TO PICK IT UP").

#### ☐ BODY/TRIM

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
06/30/08	293366	2	21,247	PER WE OWE DRIVER DOOR HINGES SQUEAK. – <b>METRO BODY SHOP. WE OWE REPAIR REAR BUMPER. –</b> METRO BODY SHOP.RENTAL.

#### ☐ WHEEL/TIRES

Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
06/30/08	3 293366	*	21,247	LH FRONT TIRE IS LOOSING AIR. – NO LEAKS FOUND AT THE TIME OF SERVICE.

#### ☐ Other

Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
03/06/06	228114	N/A	3	PRIOR TO SALE - Floor mats per we owe attached. Customer will return another day for detail. Not performing today.
05/07/08	289279	NA	19,460	PRIOR TO SALE LOF. 6,000 miles maintenance. – Replace front and rear brake pads – Resurface front & rear rotors.
08/16/08	296990	*	22,512	3K GM quick lube plus 28 point inspection.

#### **Accident/Insurance Information:**

Has the vehicle ever been involved in an accident Y or N? Unaware Did you confirm your answer with the dealer Y or N? Yes

Are there any Aftermarket Modifications to the Vehicle Y or N? No Have you confirm this with the dealership Y or N? Yes

#### THE STATE LEMON LAW READS:

Days out of service:

Repairs:

Time period:

Does Lemon Law state nonconformity must continue to exist?

If applicable, safety-related repairs

Safety-related time period

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: 12

#### PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

DVM James Cocking responded with option "D" to e-mail request.

### PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

CRS spoke to service manager Frank Dekruiff, he states the customer has not been back to the dealership since last repair. There is no further information.

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

3/2/09 – Empowerment \$2500 up to \$4k inclusive

3/10/09 – Offer out \$2,500 inclusive

3/12/09 - Counteroffer \$9,100

3/12/09 - Offer out \$4,000 inclusive

#### RECOMMENDATION

None pending response to last offer out 3/12/09

## **RATIONALE**

## REASON FOR REMOVAL

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

Date:

TEAM MANAGER APPROVING:

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.

<sup>\*</sup> SES light is to be captured under affected component above.

#### VIA FAX ONLY

March 10, 2009

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

RE:

Service Request: 71-701759847

2006 Pontiac G6

Vehicle Identification Number: 1G2ZG558964

Customer Relationship Specialist: Edna Rodriguez

Dear Mr. Moss:

We regret that your client(s) is dissatisfied with her 2006 Pontiac G6 and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$ 2,500.00.

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

Your client(s) would retain the vehicle.

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















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

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

Sincerely,	
General Motors Corporation	
cc: FILE	
LG0044 V01032008	
Attach.	
Odometer	
Client's Signature	Client's Signature
Date	Date















Andrea Medlock Paralegal Krohn & Moss, Ltd Consumer Law Center Phone: 312-578-9428 x 223

Fax: 866-289-0898

Krohn & Moss, Ltd.

Arizone, Californie, Floride, Illinois, Indiane, Minnesote, Missouri, Neveda, Ohio, Weshington DC, Wisconsin
Main Office

120 West Madison, 10<sup>th</sup> Floor

Chicago, Illinois 60602

www.krohnandmoss.com

Writer's Direct Number (312) 578-9428 Ext. 216 Writer's Direct Facsimile (866) 309-9458 Writer's Direct E-Mail gmoss@consumerlawcenten.com

Writer licensed to practice only in:
Illinois
Wisconsin

February 13, 2009

VIA FACSIMILE: 866-363-8695 with confirmation received

General Motors Corporation Attn: BRC Legal/Cynthia Reyes P.O. Box 33170 Detroit, MI 48232

RE:

v. General Motors Corporation

Dear Ms Reyes:

Pursuant to your request dated February 12, 2009, please find attached our client's documentation.

If you have any questions or comments, please contact me immediately. Thank you in advance for your cooperation.

Dincer

Gregory H. Moss Attorney at Law

GM/am

FROM: FAX NO. : Feb. 04 2009 05:51PM P1 Rogers Auto Group 95172 308379 HTUNDAL COMMO COMM \*INVOICE\* E 80016 . - 019-E25-4300 Telephone: (312) 225-4300 Fax: (312) 567-9498 Internet Address: www.rogersautogroup.net Chicago License No. 000243 CHICAGO. PAGE 1 HOME: BUS SERVICE ADVISOR: EXT PARKS 1 MILEAGE IN/ OUT COLOR MAKE/MODEL LICENSE TAG 06 PONTIAC G6 DEL DATE VAR. RATE CASH R.O. OPENED READY OPTIONS: STK:P8071A ENG:3.5 Liter SFI TRN:MX0 06:54 04FEB09 09:04 22JAN09 LINE OPCODE TECH TYPE HOURS LIST CUSTOMER STATES THE STEERING WILL BE VERY TIGHT AND DIFFICULT TO TURN WITH WARNING DISPLAYING ACROSS RADIO. IT WILL FREE UP TO MOVE NOT TO OFTEN AT ALL IT IS MORE DIFFICULT THEN EASY / / 1199 RECALIBRATED SYSTEM AND MODULES WITH TEST DRIVES (N/C) 2 TMISC SUBL ENTERPRISE 56043 SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH#2 AT 24,344 AND WITH TECH#33 AND CAR WAS AND CA WITH TECH#33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL TEST DRIVEN TWICE WITH NO CONCERNS DUPLICATED AFTERWARDS B GM QUICK LUBE PLUS-28 POINT SAFETY CHECK SAME SAME 3K GM QUICK LUBE PLUS-28 POINT SAFETY CHECK 12.85 12.85 CR6 2 5.00 5.00 5.00 1 25010792 FILTER. CHEVEOLDI62 1 SOLVENT WASHER F FILLING 1.62 1.62 1..69 1.69 8.45 5 OIL ENGINE 0.35 0.35 0.35 1 LUBE GREASE \*\*\*\*\* C COURTESY VISUAL SERVICE INSPECTION CAUSE: RENTAL 27903 3 DAYS RENTAL 2 W FC: 99 PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: MJ DECENTAL This business is required to be licensed pursuant to IL. revised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the atterney General. DL # 89 CONTROL DESCRIPTION TOTALS We guarantee our LASOR AMOUNT service work for 12 PARTS AMOUNT "ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS." months or 12,000 GAS, OIL, LUBE miles, whichever SUBLET AMOUNT comes first. If our EPA CHARGES repair or replacement falls in TOTAL CHARGES normal service, we LESS INSURANCE will fix it from of SALES TAX charge. Parts and PLEASE PAY THIS AMOUNT Labor. Customer's Signature:

FROM: FAX NO. : Feb. 04 2009 05:51PM P2 Rogers Auto Group 95172 308379 \*INVOICE\* Telephone: (312) 225-4300 - Fax: (312) 567-9498 Internet Address: www.rogersautogroup.net Chicago License No 000243 CHICAGO, IL PAGE 2 BUS: HOME SERVICE ADVISOR: 28 DWAYNE EXT PARKS 16 MAKE/MODEL TAG 06 PONTIAC G6 PROD DATE WARH EXP. AR RATE DEL DATE 04FEB09 06MAR06 OPTIONS: R.O. OPENED STK: P8071A ENG: 3.5 Liter SFI 09:04 22JAN09 06:54 04FEB09 LIST LATOT LINE OPCODE TECH TYPE HOURS OUR SERVICE STAFF WANTS YOU "COMPLETELY SATISFIED", IF WE FAIL TO DO SO PLEASE CONTACT US IMMEDIATELY SO THAT WE MAY CORRECT YOUR CONCERN. AGAIN THANK YOU CONTRACTOR OF A FOR YOUR VALUED BUSINESS GENTINE CHEVROLUT

This business is required to be licensed pursuant to IL. revised statute, chapter 95 1/2, sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the atterney General. DL # 89

"ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER (ROGERS AUTO GROUP) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OF IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS."

Customer's Signature:

We guarantes our service work for 12: months or 12,000 miles, whichever comes first. If our repair or replacement fells in normal service, we will fix it free of charge. Parts and

Labor.

CESCHIPTION	TOTALS
LABOR AMOUNT	12.85
PARTS AMOUNT	15,42
GA9, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
EPA CHARGES	0.00
TOTAL CHARGES	28,27
LESS INSURANCE	0.00
SALES TAX	1_58
PLEASE PAY THIS AMOUNT	

FAX NO. :

FROM:

Р3

Feb. 04 2009 05:52PM

95172 308379 ROGERS AUTO GROUP \*ACCOUNTING\* 2720 S. MICHIGAN AVE. - CHICAGO, ILLINOIS 80616 Telephone: (312) 225-4300 · Fax: (312) 567-9498 CHICAGO, IL Internet Address: www.rogersautogroup.net PAGE 1 HOME BUS Chicago License No. 000243 SERVICE ADVISOR: 28 DWAYNE YEAR! MAKE/MOUGE E EXT PARKS 161 MILEAGE IN/OUT VIN O TAG 558964 PO No: DEL DATE PROD. DATE | WARE EXP VARI RATE PAYMENT INVEST INV. DATE A.O. OFENED 120. OPTIONS: CASH 04FEB09 STK:P8071A ENG:3.5\_Liter\_SFI TRN:MX0 09:04 22JAN09 06:54 04FEB09 LINE OPCODE TECH TYPE A/HRS S/HRS COST BALE A CUSTOMER STATES THE STEERING WILL BE VERY TIGHT AND DIFFICULT TO COMP NET . TOTAL. WITH WARNING DISPLAYING ACROSS RADIO. IT WILL FREE UP TO MOVE TURN NOT TO OFTEN AT ALL IT IS MORE DIFFICULT THEN EASY / / 1199 RECALIBRATED SYSTEM AND MODULES WITH TEST DRIVES 2IMISC 0.00 0.00 O SUBL ENTERPRISE 56043 0.00 0.00 48600 48600 VERSION 1 (EMP# 28,04FEB09 06:52): RECALIBRATED AND RELEARNED 486.00 486.00 SYSTEM DUE TO STEERING NOT RESPONDING TO SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH#2 AT 24,344 AND BEFORE THAT THE CUSTOMER HAD SAME CONCERNS 9/4/08 AT 22,942 RO#298231 WITH TECH#33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL VERSION 2 (EMP# 28,04FEB09 06:54); RECALIBRATED AND RELEARNED SYSTEM DUE TO STEERING NOT RESPONDING TO SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH#2 AT 24,344 AND BEFORE THAT THE CUSTOMER HAD SAME CONCERNS 9/4/08 AT 22,942 RO#298231 WITH TECH#33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL TEST DRIVEN TWICE WITH NO CONCERNS DUPLICATED AFTERWARDS B GM QUICK LUBE PLUS-28 POINT SAFETY CHECK 3K GM QUICK LUBE PLUS-28 POINT SAFETY CHECK CR6 0.40 0.40 1210 1285 1 25010792 FILTER 12.85 12.85 386 500 0 1 SOLVENT WASHER 5.00 5.00 5.00 162 162 5 OIL ENGINE 0 1.62 1.62 845 1.62 845 0 1 LUBE GREASE 1.69 1.69 8 45 C COURTESY VISUAL SERVICE INSPECTION 25 35 Ó 0.35 0.35 0.35 CAUSE: RENTAL Z7903 3 DAYS RENTAL 152 2 W 0.00 0.00 0 0 FC: 99 PART#: COUNT: 0 0.00 0.00 CLAIM TYPE: AUTH CODE: ΜJ This business is required to be licensed pursuant to IL revised statute, chapter 95 1/2 , sec. 5-301, any complaints as to the quality of service obtained here may be brought to the attention of the attorney General. DL #89 DESCRIPTION TOTALS We quarantee our. LABOR AMOUNT "ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER IROGERS AUTO GROUP) HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FINESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS." service work for 12 PARTS AMOUNT months or 12,000 GAE, OIL, LUBE miles, whichever comes first. If our SUBLET AMOUNT repair or EPA CHARGES replacement fails in TOTAL CHARGES normal service, we LESS INSURANCE will fix it free of SALES TAX charge. Parts and Customer's Signature Labor. PLEASE PAY THIS AMOUNT

Feb.

FAX NO.

FROM

ROGERS AUTO GROUP 2720 S. MICHIGAN AVE CHICAGO , IL 60616 312-587-4300

COPY 02/04/2009 11:00:09 Debited:

Transaction #

1.2

Acc: Entry:

Swiped

Invoice # Debited:

308379 29.85

02161161 Reference No.: Auth Code: Response: APPROVAL R#005

923330

Resp. Code:

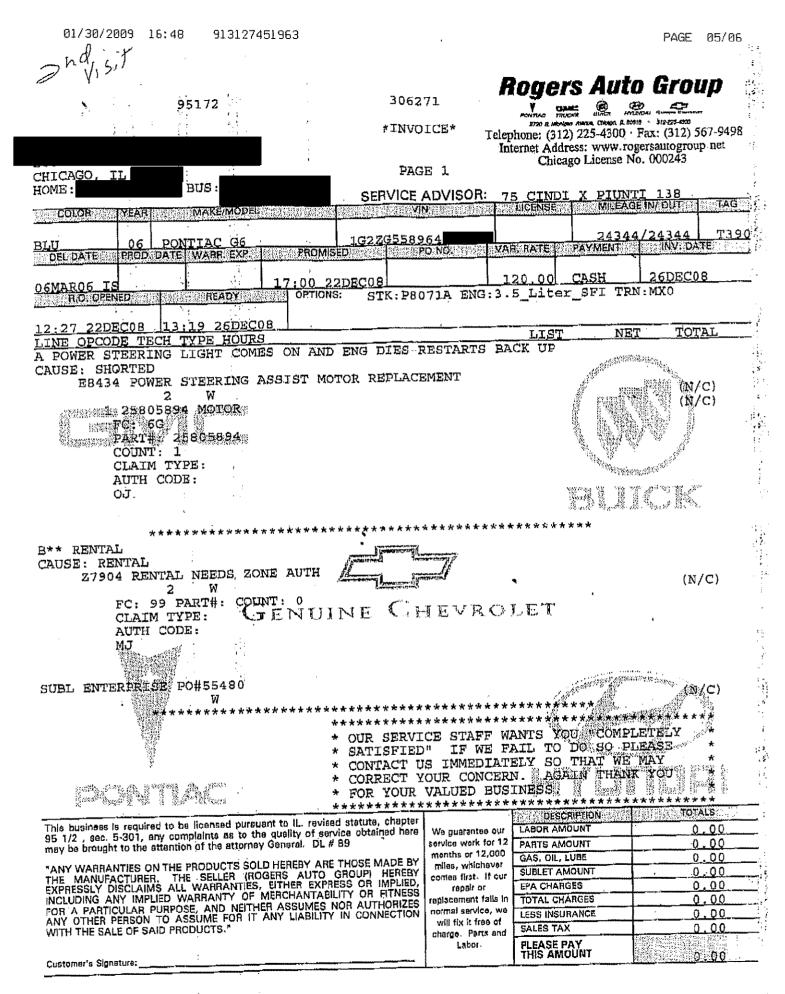
AAR1

Acont Type:

CHECKING

CUSTOMER COPY

THANK YOU HAVE A NICE DAY!



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8662890898

02/13/09 10:31AM PST

#### ODOMETER DISCLOSURE STATEMENT

FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN A FINE OR IMPRISONMENT.

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ROGERS PONTIAC-GMC			I STATE THAT
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(2) I HEREBY CERTIFY THAT THE WARNING - ODONETER DISCRE	E ODOMETE PANCY	ER READING IS NOT	
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VEHICLE IDENTIFICATION NO.	- <u>-</u>	YEAR	DEALER STOCK NO.
1G2ZG <b>\$</b> 58964		2006	P8071A
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PAGE 02/02

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(Cotporate Firm of	Trade fisms)	(Business /			(City)	(State) (-		
Seller hereby sells and Buyer or in this contract. Buyer acknowle	: Duyers, jointly and a adges delivery and a	severally, hereby pure sceptance of said mo	chase the following mo tor vehicle in good oor	itor vehicle w idition,		thereon for the deferred payment pr		
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# ROGERS AUTO GROUP

PONTIAC - GMC TRUCK - BUICK - CHEVROLET - HYUNDAI

## **FAX COVER SHEET**

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General Mistors Comparation Business Resource Comer PO Box 33170 Dotroit, MI 48232-5170

#### VIA FAX ONLY

February 12, 2009

Frank Dekruiff Roger's Auto Group 2720 Michigan Ave. Chicago, IL. 60616-2819

RE:

Service Request: 71-701759847

2006 Pontiac G6

Vehicle Identification Number: 1G2ZG558964

Legal Research Specialist: Cynthia Reyes

Dear Mr. Dekruiff:

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, the Actual Cash Value statement of any trade and application of title.
- 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 1-866-363-8695. 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 our Business Resource Center at 1-866-790-5600 Ext. 11153 Monday through Friday between 9:00 a.m. and 5:45 p.m., Eastern Time.

Sincerely,

General Motors Corporation













	· ·
ROGERS AUTO GROUP PONTIAC - GMC - BUICE	K - HYUNDAI - CHEVROLET ORDER FOR A MOTOR VEHICLE
1720 5. MICHIGAN AVE., CHICAGO, IL 60616 • (312) 225-4300. • FA DEAL 95172 CTL NO 95172	× (312) 567-9498 \ 67326 LK
SOLD TO:	SALESPERSON: ILORI, PETER
ADDRESS:	HOME PHONE(312)225-5651
CITY, STATE, ZIP: CHICAGO, COOK, IL	WORK PHONE (773)962-3900
ABOUT VEHICLE BEING PURCHASED ("VEHICLE")	CASH DELIVERY PRICE OF
Please enter my order for the following: I NEW X USED DEMO	VEHICLE BEING PURCHASED 13564, 69
YEAR 2006 MAKE PONTIAC	PLUS ACCESSORIES / ADDITIONAL ITEMS
	1. OPT ERT FEE 251.00
MODĒL/SERIES: G6 SD COLOR BLU VIN 1G2ZG558964	PLUS DEALER INSTALLED ITEMS
VIN 16276558964 STOCK # P8071A	SELLING PRICE
	LESS GROSS TRADE ALLOWANCE
TO THE NEGOTIATED CASH PRICE OF EACH VEHICLE, WE MAY ADD A DOCUMENTARY FEE FOR OUR COSTS AND OVERHEAD. A	PLUS DOCUMENTARY FEE
DUGUMENTARY FEE IS NOT AN OFFICIAL FEE A DOCUMENTARY	TAXABLE TOTAL 12779 CO
TEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO	"LUS \$ALES TAX
SERVICES RELATED TO CLOSING OF A SALE, A DOCUMENTARY FRE MAY NOT EXCEED \$50.00AND SHALL BE SUBJECT TO AN	COUNTY TAX
FEE MAY NOT EXCEED \$ 50.00 AND SHALL BE SUBJECT TO AN	PLUS LICENSE/LICENSE TRANSFER/
ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER	TITLE/REGISTRATION FEES 143, 00
PRICE INDEX. THE ONLY OTHER ADDITIONAL CHARGES	SUBTOTAL
PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS. INSURANCE AND THE ACTUAL COST OF	LESS CREDITS TO CUSTOMER FOR:
LICENSE AND TITLE REGISTRATION AND TAXES. THIS MOTICE IS	APPLICABLE DISCOUNTS/REBATES:
REQUIRED BY LAW,	1 2 N/A N/A
DEALER INSTALLED OPTIONS OR SERVICES	PLUS WARRANTY/SERVICE CONTRACT
	NET CASH DUE FROM CUSTOMER OR
	AMOUNT FINANCED ON DELIVERY: 1.44281.52 PLUS EST. AMOUNT OWED ON TRADE IN(S) N/A
TOTAL DEALER INSTALLED ITEMS:	BALANCE DUE DEALER 144281.62
NO STATEMENTS RELATING TO THE PRIOR USE OR CONDITION	All dealor and manufacturer incentives, including all rebates, are included
OF THE VEHICLE HAVE BEEN MADE BY ANY OF DEALERS	in the cash price.
TERSONNEL, AND I AM NOT RELYING ON ANY STATEMENTS	
EXCEPTA AS FOLLOWS (attach additional sheet if needed):	FOR CREDIT SALES, THE REQUIRED INFORMATION, COST OF
ead the terms and conditions (BOTH SIDES AND ANY RIDERS) and	CREDIT, AND OTHER DISCLOSURES CONTAINED ON THE RETAIL INSTALLMENT CONTRACT ARE A PART OF THIS ORDER. I SIGNED
have received a copy of this Order (BOTH SIDES AND ANY RIDERS).	I AND RECEIVED A COPY OF THE RETAIL INSTALL MENT CONTRACT
NITIA	WHEN I SIGNED THIS ORDER.
AM AWARE OF THE ARBITRATION PROVISIONS ON THE	INITIA
SEVERSE AND LAGREE THAT THEY ARE PART OF THIS ODDER	FOR USED VEHICLE SALES ONLY, the information you see on the
IAVE BEAU. SIGNED AND RECEIVED CODIES IE ADDITIONELE OF	William Sticker on the vehicle is part of the contract information as the
HE USED VEHICLE DISCLOSURE, IMMEDIATE DELIVERY RIDER, IND/OR OVERALLOWANCE ACKNOWLEDGEMENT.	window sticker overrides any contrary provisions in the contract of sale.
NITIAL	ABOUT VEHICLE BEING TRADED IN ("TRADE-IN")
<del>-</del>	YEAR N/A
OR NEW VEHICLE SALES, the only warranties applying to this volicie	MAKE M/A
re those offered by the Manufacturer. MANUFACTURER AND DEALER O NOT WARRANT NON-MANUFACTURER PARTS, ACCESSORIES,	MODEL/SERIES: N/A COLOR N/A
n conversions to the VEHICLE. Unless you purchase an	VIN N/A
AND THE WAITABLY OF SCHOOLS CONTRACT WE DIRECTARE AND	LIEN HOLDER: N/A ADDRESS:
ARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT IMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS	ACCOUNT #
OR ANY PARTICULAR PURPOSE.	ESTIMATED AMOUNT OWED: N/A
UTIAL:	Note: If you choose to pey off negative equity on your Trade-in as part of the financing of the Vehicle, you understand that the price of the Vehicle will be increased to account for the negative equity that you finance.

This Order is not binding until accepted by Dealer's authorized representativo.

We will not extend credit to you. This order is binding on dealer, and we shall not be obligated to sell, until approval of the terms hereof is given by a financing source willing to purchase a retail installment contract between the PARTIES HERETO BASED ON SUCH TERMS, or for a cash deal until you make full payment of the Net Cash Due shown above within 2 days of the PARTIES HERETO BASED ON SUCH TERMS, or for a cash deal until you make full payment of the Net Cash Due shown above within 2 days of the date hereof. If this is a credit sale, you agree to provide us with a full, correct, and complete application, supporting documents, and cooperate in obtaining financing; and if we are unable to arrange financing on the terms disclosed in the retail installment contract, you may cancel this Order and receive the return of any deposit and your Trade-In (linless it has been sold, in which event you shall receive the actual cash value of the Trade-In). By signing this Order you give us permission to contact you at the above-listed telephone number(s) during business hours then if you have encourage the number(s) in the Netheral Is Med Call Policy of the Accepted By:

ACCEPTED BY:

installments will be paid when due. Guarantor, if any, quarastess collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named hardin

Credit Insurance is not require	MANCE COVERAGE FOR BUI d by Seller nor is it a factor lit becomes in auxilable for t	r in approval of th	e extension of credit <sup>®</sup> N	lo credit insi	urance is to be occuide		
authorization below. Group Credit 1	ne maurance à avallable for l Te Inaurance à	다. The relation This Tus	on opon acceptance by t Credit Dis	nsurer at mo ability Insur	ance \$'	N/A	-
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AATED HEREIN. If this contr Buyer's Guide" form dis	act evidences the sale	of a used mot	or vehicle (1) Buyer of the used vehicl	r acknowle o: and 12	edges receipt of th	ie original or a 1 na vou see ou	rue copy of the
FORM FOR THIS USED T PROVISIONS IN THE CONT	'EHICLE IS A PART O	F THIS CONTI	PACT. INFORMATIO	N ON TH	E WINDOW FORM	OVERRIDES A	NY CONTRARY
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eller and Buyer, Guaranto O-BUYER: A Co-Buyer is a p							
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f the vehicle or will use if, o y obligated under this conba	r mat I am a parent or sp okrand (3) I consent to th	pouse of the Buy te Creditor havin	rer, or that I will be li o a security interest i	istad as an n the vehic	i owner on the Vehic :le.	le's litle; (2) I agr	ee to <b>be</b> primar-
ated:	· · · · · · · · · · · · · · · · · · ·				eipt of a fully complete	ed and executed coo	y of this Contract.
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uarantor <u>//</u>	<del></del>			INOTOLIO			

hereby guarantee the collection of the above described amount upon failure of the eller camed herein to collect said amount from the buyer named herein. INSTRUCTIONS: If parent, spouse, or other person who is or will be fisted as an owner on the vehicle's title is a co-buyer, sign above.

Other co-signers, sign on the Guarantor line.

## Rogers Auto Group

Telephone: (312) 225-4300 - Fax- (312) 567-9498

40085

TRUOMA 725.00

PAID BY PC

COMMENT DOWN PAYMENT PETER I

CHICAGO 95172

TOTAL RECEIVED: \$725.00

DATE TIME 16JUN2008 16:49

CASHIER: WANECIA

LOCATION: CASH DRAWER

THANK YOU!! WE APPRECIATE YOUR BUSINESS!!

#### ACCOUNTING DISTRIBUTION

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# ROGERS AUTO GROUP

PONTIAC - GMC TRUCK - BUICK - CHEVROLET - HYUNDAL

## IMMEDIATE DELIVERY RIDER

I,, the undersigned, do hereby understand and accept the following conditions of my purchase today.	
1. The purchase of an automobile has been made, and there is no 72 hor cancellation or rights of revision clause and there is no way for me to chan	ar oe
my mind, renege on the purchase or otherwise cancel this related paperwork.  2. I fully understand that I am the owner of the vehicle once I sign all the relationary paperwork.	
3. The only way this vehicle can be returned to the selling dealer, ROGERS AUT GROUP is if the selling dealer is unable to secure the financing for me or if I a unable to secure the financing for myself.	.m
4. I understand that the vehicle being purchased today and /or my application for said credit may have not been approved at the time of delivery. I understand financing is not guaranteed in any way.	orr nd
5. I have been made aware that I must not quit, get fired or leave my employer pri to the seller securing funds on my Retail installment Contract and that I w cooperate with the proposed lender and ROGERS AUTO GROUP in collectio of any documents needed to secure financing.	i11
<ul> <li>6. I understand that a phone interview with the proposed lender is part of the los process and will make myself available at number and time listed below.</li> <li>7. If I fail to comply with the above conditions I understand that I may be required pay cash for the vehicle or return the vehicle to the seller ROGERS AUT GROUP at the seller's option.</li> </ul>	to
I,, have read and understand the above 7 conditions and will be available as follows:	
Phone number (	
FromAM/PM toAM/PM	
Dated:	
Customer Signature:	
Customer Signature:	











95172 95172

# ROGERS AUTO GROUP

2720 S. Michigan Ave. Chicago, IL 60616 Telephone: (312) 225-4300 • Fax: (312) 567-9498 Internet Address: www.rogersautogroup.net

#### **USED VEHICLE DISCLOSURE**

We have found that most of the problems that arise in the purchase of a used vehicle come from misunderstandings and misinformation.

We want you to know and understand that if you are purchasing a used vehicle, it may have come to us from a number of sources. These sources include customer trade-ins; other dealers; dealer auctions; demonstrators; driver's education vehicles; vehicles used for hire, by a rental car or leasing company, and/or other types of entities.

We want you to know and understand that any used Vehicle may have had paint/body work done, and may have been involved in an accident. You have been given the right to have an independent mechanic of your choice, at your cost, inspect the Vehicle.

We want you to know that no statements or representations about the prior ownership or use of the Vehicle by a salesperson or other representative of Dealer will be binding unless made in writing. You agree that no person made any statement or representation to you about the prior owner(s) of the vehicle, or how the Vehicle was used prior to your signing the Order, except as written below (attach additional sheet if necessary):						
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	Make/Model:PONT G6					
	VIN:	102Z6558964				
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Date: <u>06/1</u>	6/08		Customer:			

Customer:

# ROGERS AUTO GROUP

95172 95172

06/16/2008

2720 S. Michigan Ave. Chicago, IL 60616 Telephone: (312) 225-4300 • Fax: (312) 567-9498 Internet Address: www.rogersautogroup.net

# Customer Acknowledgement PERSONAL USE OF VEHICLE

Each Customer signing below herby acknowledges and agrees:

I have advised ROGERS that I am purchasing/leasing the vehicle described below for my own personal use. I do not intend to use the vehicle for any commercial purpose (for example, as a taxi or for a business use). I will be the primary driver of the vehicle and I am not purchasing/leasing the vehicle on behalf of another person.

I understand that the financing for my vehicle is based on my credit (and that of any co-signer or co-buyer) for my/our personal use of the vehicle.

Date:		 	
Customer	4	- 100	
Customer	****	 	
Vehicle Year, Make Mo	del PONT G6		
VIN	1G2ZG558964		

# ROGERS AUTO GROUP PONTIAC GMC TRUCK - BUICK - CHEVROLET - HYUNDAL

2720 S. Michigan Ave. Chicago, IL 60616 Telephone: (312) 225-4300 • Fax: (312) 567-9498 Internet Address: www.rogersautogroup.net

#### IMMEDIATE DELIVERY RIDER

This Immediate Delivery Rider ("Rider") forms a part of the Order for a Motor Vehicle (the "Order") for the Vehicle that you have offered to purchase pursuant to the Order, identified on the front of the Order, between ROGERS AUTO GROUP ("We" or "Us"), which becomes a party to the Order upon its acceptance of the Order, and "You" meaning the party/parties signing the Order as customer(s).

We have agreed to deliver possession (but not ownership) of the Vehicle to you on a loaner basis, subject to (a) FINANCE DEAL — final approval of financing for your purchase of the Vehicle by a Lender or (b) CASH DEAL — your payment of the "Net Cash Due from Customer" shown on the Order. WE ARE NOT OBLIGATED TO SELL YOU THE VEHICLE UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN YOU AND US FOR THE VEHICLE, OR UNTIL YOU PAY THE NET CASH DUE. You understand that you have not yet been approved for financing, and there is no guarantee that we can obtain financing for you. You agree to cooperate in securing financing, including making yourself available for a phone interview with a lender if required, and instructing your employer to verify your employment information.

FOR FINANCE DEALS ONLY: The terms of financing, the cost of credit, and Regulation Z disclosures are disclosed to you on the Retail Installment Contract. We may need to contact more than one Lender, and therefore you agree that we may refer the retail installment contract and provide your application information to one or more Lenders, other than the Lender (if any) named in the Order, without further authorization from you, and you agree to cooperate and provide additional information that a Lender may require to evaluate your application for financing. We do not promise that any Lender will be willing to purchase the Retail Installment Contract. You warrant to us and to any Lender that the application and any supporting documentation you have provided is correct and complete. You agree that we are not liable in any way for failure to obtain financing, or to obtain financing upon terms agreeable to you. If the Retail Installment Contract is not accepted by a lender, we may obtain an offer to finance your purchase on different terms than disclosed in the Retail Installment Contract, if so you agree to return to us where we will furnish you with new Regulation Z disclosures; at that time you may either 1) accept the financing terms, 2) pay cash for the Vehicle, or 3) cancel the Order. If a Lender does not accept the financing terms stated in the Retail Installment Contract and you do not accept other financing terms, or if you do not pay the Net Cash Due within the time specified in the Order, we will notify you verbally or in writing, and you agree that you will return the Vehicle to us within 24 hours of such notice. If you do not return the Vehicle within such time, you agree that we have the right to repossess the Vehicle wherever it may be located, and you agree to be responsible for any costs we incur in doing so and any damage to the Vehicle.

FOR FINANCE DEALS AND CASH DEALS: Upon taking possession of the Vehicle you agree that you are primarily responsible for the Vehicle and its use, including but not limited to liability, collision, and comprehensive damage to the Vehicle and to any other persons and property relating in any way to your use of the Vehicle, whether or not covered by your insurance. You agree to provide your own primary insurance coverage and agree not to accept possession of the Vehicle pursuant to this Rider if you do not have adequate insurance coverage. You agree not to take the Vehicle out of the state in which possession was delivered to you for any reason.

I hereby authorize my insurance company/agent, and/or the Illinois Secretary of State, by phone, fax, or mail, to confirm my insurance coverage to ROGERS AUTO GROUP, and/or to provide ROGERS AUTO GROUP with copies of my vehicle insurance, vehicle registration, and/or vehicle title information.

Date:	N-10-1	Customer:	Phone:
Date:		Customer:	 Phone:

WEST CHOTOMED CODY - VEHICLE BEALTS CODY

# CONFIRMATION OF ACCIDENTAL PHYSICAL DAMAGE INSURANCE

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

	P	.O. Box 53 imonium, N	78 MD 21094	-5378	В	R#
NAMED INSUR	ED: FIRST		MIDDLE	LAST		GMAC ACCOUNT NUMBER
ADDRESS -	NUMBER	STREET	CITY	STATE ZIF	CODE	
TEL. NO. (	)	DF	CHICAGO :	<u> </u>		
NAMED PURC	HASER:		MIDDLG	LAŞT		
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VEHICLE INSUR						
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NAME  MAILING ADDRESS  CITY  AGENT'S TE	ENT ADDRESS	PRINT CLEARLY FULL A TO APPEAR IN WINDOX STATE	AND EXACT N ENVELOPE ZIP CODE	NAME POLICY NUMBER  DATE THIS VEHICLE COVERE	R NAME	
AGENTS COMM				Type: BROAD FOR EMITED (No.	Deductible RM OR STANDARI OT ACCEPTABLE)	
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( ) AGENCY	( ) INSURAN	CE CARRIER V	eva	OF PERSON CONTACTED		LOSS PAYEE
Confirmed By	PEXE		DATE			RECONFIRMED ( )Yes ( )No
DEALER SIGNS	all_			DEALERROG		ch case its successors and assigns.

GMAC 288G 9/2006 Copyright 2006. GMAC. All Rights Reserved.

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#### DEALER NAME

ROGERS PONTIAC GMC TRUC

DEALER TELEPHONE NUMBER 312 - 225 - 4300

DEALER FAX NUMBER 312 – 326 – 9472

			4 1
APPI.	CANTS	CREDIT STATEM	CENT

☐ Joint Credit Check Appropr ☐ Joint Credit Box ☐ Community Property State	- Aggregable	phyling for individual credit in your na for repayment of the credit requeste plying for Joint credit with another pe apply for Joint credit	rson, complete sections A and B.	r assets and not the income or assets of another person
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CONTACT NAME AT BANK (IF BUSINE	SS APPLICATION)	CONTACT PHONE #	OCCUPATI	ION
NEAREST RELATIVE OR FRIEND NOT	LIVING WITH YOU	"	CCCOPAI	
NAME		ADDRESS		
		. 1001 (NOC)		PHONE

#### **AGREEMENT**

The words "you," "your" and "yours" mean each person submitting this application. The words "we," "us," "our" and "ours" as used below refer to us, the dealer, and to the financial institution(s) selected to receive your application.

You authorize us to submit this application and any other application submitted in connection with the proposed transaction to the financial institutions disclosed to you by us the dealers. This application will be reviewed by such financial institutions on behalf of themselves and us the dealer. In addition, in accordance with the Fair Credit Reporting Act, you authorize that such financial institutions may submit your applications to other financial institutions.

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 the information on the application and in any other application submitted to us, is true and complete. You understand that false statements may subject you to criminal penalties.

#### FEDERAL NOTICES

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.

Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally 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.

New Hampshire Residents: If this is an application for balloon financing, 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 payment is due based on the creditor's current refinancing programs.

New York Residents: In connection with your application for credit, we may request a consumer report which contains information on your credit worthiness, credit standing, personal characteristics and general reputation. If we grant you credit, we or our loan servicer may order additional consumer reports in connection with any update, renewal or extension of the credit. If you ask us, we will tell you whether we obtained 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.

Vermont Residents: By signing below you authorize us and our 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 may deem necessary or appropriate in evaluating your loan application. If your application is approved and the loan is made, you also authorize us, and our 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 unflateral 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 section of this application.

This app	illudition may be submitted to the following financial institutions [Name	e(s) and Address(es)]		
	ev signing below you perhipy that you have	READIAND AGREETO THE TERM	SAND DISCLOSURES ON THE THREE PAGES OF	· 计扩展/数据控制/记录于/音校
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"	APPLICANT'S SIGNATURE	DATE	CO- APPLICANT'S SIGNATURE	DATE



INSURE ON THE SPOT 7142 W. BELMONT CHICAGO, IL60634

On the Spot PHONE: 773/202-5060 FAX: 773/202-5069

CAGO, IL

(VER(S) NAME

LICENSE NUMBER

MPANY SELECTED

OLLO

POLICY NUMBER PENDING

06/16/2008

This document is invalid 30 days after date above

PENDING EFFECTIVE DATE: 06/16/2008

**EXPIRATION: 12/16/2008** 

VEHICLE YEAR/MAKE/MODEL/VIN

2006 / PONTIAC / G6 SE 1 / 1G2ZG558964

COVERAGES REQUESTED

BODILY INJURY:

PROPERTY DAMAGE:

\$20000/\$40000

\$15000

UNINSURED/UNDERINSURED MOTORIST:

\$20000/40000

COMPREHENSIVE & COLLISION DEDUCTIBLE:

INSURE ON THE SPOT 7142 W. BELMONT CHICAGO, IL60634

on the spot PHONE: 773/202-5060 FAX: 773/202-5069

06/16/2008

This document is invalid 30 days after date above

PENDING EFFECTIVE DATE: 06/16/2008

**EXPIRATION: 12/16/2008** 

IICAGO, IL

RIVER(S) NAME

LICENSE NUMBER

**OMPANY SELECTED** 

POLLO

POLICY NUMBER PENDING

COVERAGES REQUESTED

BODILY INJURY:

VEHICLE YEAR/MAKE/MODEL/VIN 2006 / PONTIAC / G6 SE 1 / 1G2ZG558964

PROPERTY DAMAGE:

\$20000/\$40000

\$15000

UNINSURED/UNDERINSURED MOTORIST;

COMPREHENSIVE & COLLISION DEDUCTIBLE: \$500

\$20000/40000

Policies subject to company approval.

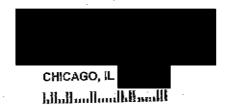
IANK YOU.

SURE ON THE SPOT

Initial Payment: \$225.00

Estimated first payment of \$87.54 due 07/07/2008

# 45172 A720657



# 2009 Illinois Registration Identification Card Jesse White, Illinois Secretary of State

ERTP / / :8013128786:143.00 EFT

#### 9F9075136

Vehicle 2006	Year	Vehicle N		VIN 1G2ZG558	964	
Weight	or CC's	Body S	• .	Application Type PASSENGER		
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(2)   HEDERY OFF	TO THE BEST OF MY KNOWLEI MILEAGE IN EXCESS OF ITS MI	ECHANICAL LIMITS
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580.6 REV. 4/02

DUPLICATE TO ALLES

# Illinois Department of Revenue

Sales Tax Transaction Return

(For Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes)

Tax return·no.:

(宋-7/08)

45005837-3

IBT no.:

2360-4743

Taxable location no.:

NICO I-ICOCC-2EG

Taxable location name: Dealer's license no.:

CHICAGO DL 89

Rev: 04 Form: 016 .

ATTACH PAYMENT HERE

NEW ROGERS PONTIAC INC

2720 S MICHIGAN AVE CHICAGO IL 60616-2819

Do not write above this line.

(312) 225-4300 EXT.# 00003

NS CA ED RC TL

1	Write	the	buyer's	name	and	address
---	-------	-----	---------	------	-----	---------

ı	write the buyer's name and address			
	Name(s)			
	Street City	HICAGO	State IL	·215
2	Describe the item sold		the price, and figure the tax	
	XXA Vehicle	You m	iust complete Lines 1 and 2 even if	(Round to nearest dollar)
	□ D Trailer □ E Mobile Home □ F	1 Tot	al price (include accessories, federal excis	e faxes
		freig	ght and labor, dealer preparation, document	arv fees.
	□ New ☑XUsed	and	dealer-reimbursed rebates or incentives)	13715.00
		2 Tot	al trade-in credit or value	
	Identification no. 1G2ZG558964.	3 Am	ount subject to tax [Line 1 - Line 2]	13715-00
	Year 2006 Make PONTIAC	4 Tax	(【Line 3 🗙 ☀ ۞ 挲涩彡崍 】(If you made thi	ssalo
	rearMake	from	na temporary sales location, see the instruc	tions.) 1168.00
	Body style and model SD G6	*Ln 3	x +0850 if Chicago B	suyex
	Body style and model	5 USE	e tax for certain districts - (see instruct	ons)
3	Write the date of delivery//	20	not report home rule use tax below	•
	Month	i h C	County	
4	(This return is due no later than 20 days after the date of delivery.)	c. T	City	.00
**	session the adde-in, it ally	6 Tot	al tax [Line 4 + Line 5]	
À	Item traded in	7 Ret	aller's allowance if filed on time	1168.777
ncu,	Identification no.	[Lin	e6 X -0175 ]	20.00
7		8 Net	tax due [Line 6 - Line 7]	(48,00-1147.00-
뷮	Year_N/A Make	9 Pric	or overpayment (see instructions)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Z Z			to or payment (oco man dodons)	00
<u> </u>	Body style and model	<b>10</b> Cre	dit for previously paid tax (see instruct	ions) <u>91147-00</u>
₹5	Exempt or sale to a nonresident	On of the	the line below, write the tax return nun	nber
T.	If so, check the correct box below, and see instructions for Section 6.	paid	ne Form ST-556 on which you previou I tax to an Illinois dealer.	sly
ڎۣ	☐ A Nonresident buyer (NOT an out-of-state dealer)Sec instructions			
-	drive-away permit no./lic. plate no.	1.67	return no.	<del></del>
1	D Sold for resale to a DEALER	11 Exc	ess tax collected	.00
	(Write either the lifinois dealer's IBT no. or "Out-of-state dealer")			
	C Exempt organization (government, school, religious, or charitable)	12 Tota	al tax due	1148.00
	tax-exempt no. E-	[Lin	e 8 - Line 9 - Line 10 + Line 11]	<del>1147.90</del>
	D'Sold to an interstate carrier for hire for use as rolling stock Certificate of authority no.			
	E Sold for rental use	13 Cre	dit memorandum (see instructions)	.00
	to an analysis of the second s			1148,00
	buyer's IBT no.	14 Amo	ount due [Line 12 - Line 13]	- <del></del>
Ün		Dea	lar's chaotens	
incl is t	uding any schedules and statements, and to the best of our knowledge, it	Des	ller's check no.	
also the	der penalties of perjury, we state that we have examined this return, uding any schedules and statements, and to the best of our knowledge, it us, correct, and complete. If the seller has taken a qualified trade-in, we state that the buver has properly assigned and surrendered the title of		te below this line.	- Control of the Cont
ofb	trade-in to the bover has brommin againned and surrendered the title of nature uver(s).	marc rece	rived by Illinois state government Cop	y 1 - Revenue's
Sig	nature An 101			
Thi	Date			
of t	a form is authorized as cuttined by the Illinois tax laws and the Illinois Vehicle Code. Disclosure his information is REQUIRED. Failure to provide information could result in penaltics. This form			

#### **Privileged and Confidential Information**

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

By: Cynthia Reyes State: IL

Customer Name:
Vehicle ID No.: 1G2ZG558964
Year, Make & Model: 2006 Pontiac G6

Service Request: 71-701759847 GM Legal File No.: 668219 In Service Date: 2/28/2006 Vehicle is: **Used** BAC Code: 116079

Vehicle Purchased Used on: 6/16/08 at

odometer **20,735** 

Lien holder: GMAC Other  $\boxtimes$ : Drive Financial Services

DVM requests Purchase Price of involvement?: N Vehicle: \$ 13,564.69

Was TAC contacted for this vehicle (Y/N)?: Y - #10471803 Yes, TAC

states Normal condition.

# **VEHICLE REPAIR HISTORY**

#### 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
09/03/08	298231	2	22,942	C/S AT TIMES STEERING WHEEL BINDS WHEN DRIVING & TURNING. / TEST DOVE THE VEHICLE, FOUND CONDITION NORMAL. – <b>CALLED TAC. CUSTOMER ADVISED NORMAL CONDITION.</b> 1 DAY RENTAL PER CUSTOMER SATISFACTION. *(PER SVC. MGR. FRANK DEKRUIFF TAC CASE#10471803).
12/22/08	306271	5*	24,344	C/S POWER STEERING LIGHT COMES ON AND ENGINE DIES, RESTARTS BACK UP. / SHORTED. – <b>POWER STEERING ASSIST MOTOR REPLACEMENT.</b> 4 RENTAL. *(PER SVC. MGR. FRANK DEKRUIFF DAYS OUT VERIFIED).
01/22/09	308379	14*	24,623	C/S THE STEERING WILL BE VERY TIGHT AND DIFFICULT TO TURN WITH WARNING DISPLAYING ACROSS RADIO. IT WILL FREE UP TO MOVE NOT TOO OFTEN AT ALL IT IS MORE DIFFICULT THEN EASY. – RECALIBRATED AND RELEARNED SYSTEM DUE TO STEERING NOT RESPONDING TO SIGNALS. REPLACED THE STEERING COLUMN 12/22/08 BY TECH #2 AT 24,344 AND BEFORE THAT THE CUSTOMER HAD SAME CONCERNS 9/4/08 AT 22,942 RO#298231 WITH TECH #33 AND CAR WAS RECALIBRATED AT THAT TIME WITH NO HISTORY CODES IN THE SYSTEM AS WELL. TEST DRIVEN TWICE WITH NO CONCERNS DUPLICATED AFTERWARDS. 3 DAYS RENTAL. * (PER SVC. MGR. FRANK DEKRUIFF UNABLE TO VERIFY DAYS OUT OF SERVICE. "I THINK CUSTOMER REFUSED TO PICK IT UP").

#### ☐ BODY/TRIM

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
06/30/08	293366	2	21,247	PER WE OWE DRIVER DOOR HINGES SQUEAK. – <b>METRO BODY SHOP. WE OWE REPAIR REAR BUMPER. –</b> METRO BODY SHOP.RENTAL.

#### ☐ WHEEL/TIRES

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
06/30/08	293366	*	21,247	LH FRONT TIRE IS LOOSING AIR. – NO LEAKS FOUND AT THE TIME OF SERVICE

#### ☐ Other

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
03/06/06	228114	N/A	3	<b>PRIOR TO SALE</b> - FLOOR MATS PER WE OWE ATTACHED. CUSTOMER WILL RETURN ANOTHER DAY FOR DETAIL. NOT PERFORMING TODAY.
05/07/08	289279	NA	19,460	<b>PRIOR TO SALE</b> LOF. 6,000 MILES MAINTENANCE. – REPLACE FRONT AND REAR BRAKE PADS – RESURFACE FRONT & REAR ROTORS.
08/16/08	296990	*	22,512	3K GM QUICK LUBE PLUS 28 POINT INSPECTION.

#### **Accident/Insurance Information:**

Has the vehicle ever been involved in an accident Y or N? Unaware Did you confirm your answer with the dealer Y or N? Yes

Are there any Aftermarket Modifications to the Vehicle Y or N? No Have you confirm this with the dealership Y or N? Yes

#### THE STATE LEMON LAW READS:

Days out of service: 30 or more

Repairs: 4 or more

Time period: 18 months from original delivery

Does Lemon Law state nonconformity must continue to exist? Yes

If applicable, safety-related repairs NA

Safety-related time period

Number of repair attempts in the presumption period:

Total days out of service during the presumption period:

0

Total days out of service during customer's ownership:

23

## PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

DVM James Cocking responded with option "D" to e-mail request.

## PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

CRS spoke to service manager Frank Dekruiff, he states the customer has not been back to the dealership since last repair. There is no further information.

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

#### NISM Negotiations:

3/2/09 - Empowerment \$2500 up to \$4k inclusive

3/10/09 - Offer out \$2,500 inclusive

3/12/09 - Counteroffer \$9,100

3/12/09 - Offer out \$4,000 inclusive

3/12/09 – Counteroffer from Cassie Yates \$8,100 inclusive.

## **RECOMMENDATION**

Cash \$4,600.00 inclusive

3/17/09 - Counteroffer from PC \$8,000 inclusive.

3/17/09 – Recommend final offer \$5,000 inclusive for reasons specified below.

3/18/09 - Offer out \$5,000 inclusive - counteroffer \$7,000 inclusive

3/19/09 - recommend no further adjustment for reasons specified below -No concerns duplicated on last visit 1/22/09

#### **RATIONALE**

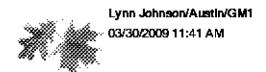
Vehicle was purchased used (not certified) at 20,735 miles. Has had 3 repairs to steering the last being 1/22/09 when steering column was replaced. Svc mgr states no repairs since. Vehicle had no prior history of steering repairs prior to this purchase. 23 days out since ownership. Total price paid \$13,564.69.

#### 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.

<sup>\*</sup> SES light is to be captured under affected component above.



To rob.johnson@gm.com

oc james.cocking@gm.com

bec

Subject Removal of lawsuit - I

Attached are the documents pertaining to this lasuit removal.

and Offer doc. 3rd Offer doc. 4th Offer doc. FINAL Revision CA doc. No further offer jetter doc. Reinovel to CAM dec.

Lynn Johnson Legal Agent/Business Resource Center Aditya Birla Minacs

Phone: 866-790-5600 ext. 11156

Fax: 866-554-4015

Email: lynn\_johnson@gmexpert.com

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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



To <lynn\_johnson@gmexpert.com>
cc
bcc
Subject RE: v. GM

Lynn:

Please call me Greg and yes, we countered. See attached.

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

From: <a href="mailto:lynn\_johnson@gmexpert.com">lynn\_johnson@gmexpert.com</a>]

Sent: Friday, March 13, 2009 3:00 PM

To: Moss, Gregory

Subject: V. GM

Mr. Moss: I have assumed this file from Edna Rodrigiez as it has not become a lawsuit. Are you still handling personally? I see Edna sent an offer of \$4,000 inclusive yesterday. I am attaching a copy. Have you discussed with the client? Please advise.

Lynn Johnson Legal Agent/Business Resource Center Aditya Birla Minacs Phone: 866-790-5600 ext. 11156

Fax: 866-554-4015

Email: lynn\_johnson@gmexpert.com

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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.

----- Message from "Yates, Cassie" <cyates@consumerlawcenter.com> on Thu, 12 Mar 2009 15:48:08 -0500 -----

To: <edna\_rodriguez@gmexpert.com>

Subject: RE: v. GM

My client rejects and lowers her demand to \$8,100 total to settle. Please let me know your client's response. Thanks.

Lee Cassie Yates Attorney at Law Krohn & Moss, Ltd 120 W. Madison Street 10th Floor Chicago, II 60602 (312) 578-9428 x 270 (direct) (866) 289-0898 (fax) web: www.krohnandmoss.com

From: edna rodriguez@gmexpert.com [mailto:edna rodriguez@gmexpert.com]

Sent: Thursday, March 12, 2009 8:54 AM

To: Yates, Cassle

Subject: Re: v. GM

Ms. Yates,

Please review the attached with your client and respond at your earliest convenience. Thank you

Edna Rodriguez Legal Agent-BRC Legal Department Aditya Birla Minacs 866-790-5700 ext 21317 | edna\_rodriguez@gmexpert.com 866-398-3255 fax

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"Yates, Casale" <cyates@consumerlawcenter.com>

<sup>To</sup><adna\_redriguez@gmexpert.com> v. GM

Subject

03/11/2009 04:37 PM

#### Edna,

My client rejects your offer of 2,500 total and demands 9,100 total to settle this case. Please let me know your client's response. Thanks.

Lee Cassie Yates Attorney at Law Krohn & Moss, Ltd 120 W. Madison Street 10th Floor Chicago, Il 60602 (312) 578-9428 x 270 (direct) (866) 289-0898 (fax)

web: www.krohnandmoss.com



Chemoral Adequae Champaradiana Benggunan Romanian Champarath 190 Beng 30170 Berman, MB 480303-5-578

#### VIA FAX ONLY

March 20, 2009

Cassie Yates, Esq. Krohn & Moss, Ltd. 120 W Madison St Fl 10 Chicago, IL 60602

RE:

Service Request: 71-701759847

2006 **P**ontiac **G**6

Vehicle Identification Number: 1G2ZG558964

Customer Relationship Specialist: Lynn Johnson

Dear Ms. Yates:

We have received your counteroffer via email dated March 19, 2009. After further review, we do not believe that additional adjustment of our settlement offer dated March 18, 2009 is appropriate in this matter. At this time, General Motors is again extending its previous offer. This offer will remain available for ten (10) calendar days from the date of this letter. If your client has not accepted our offer within that timeframe, this offer will be withdrawn and this file will be sent to our local counsel for further handling.

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

Sincerely,

General Motors Corporation

cc: FILE

LG0101 V7092007



#### General Motors Corporation Legal Staff

Facsimile (248) 267-4427

**Teiephone** (512) 386-0750

March 11, 2009

Connie Postelli, Esq. Connie J. Postelli, Law Office 2117 N. Main Street Crown Point, IN 46307

Dear Ms. Postelli:

Re: GM Case No. 668219

<u>v. General Motors</u>

This will acknowledge your agreement to represent General Motors in this case. Please send a copy of the complaint as quickly as possible via email to the attention of Cortney Buechler, Legal Administrative Assistant, at cortney.buechler@qm.com.

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

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

It is important that you advise us of the names of any of your firm's **new** timekeepers who will be working on this case. On all written communication, please be sure to include the GM Case Name and Case Number. Feel free to contact me by phone at (512) 386-0750 or Fax at (248) 267-4427 with any questions.

Sincerely,

Tamera Shultz Legal Coordinator

Service of Process **Transmittal** 

03/10/2009 CT Log Number 514554586

TO: Rosemarie Williams

General Motors Legal Staff

400 Renaissance Center, Mail Code 482-038-210

Detroit, MI 48265-4000

RE: **Process Served in Illinois** 

FOR: General Motors Corporation (Domestic State: DE)

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

TITLE OF ACTION:

Pltf. vs. General Motors Corporation, Dft.

DOCUMENT(S) SERVED:

Summons (2 sets), Complaint, Affidavit, Exhibit(s)

COURT/AGENCY;

Cook County Circuit Court - Municipal Department - First District, IL

Case # 20091116338

NATURE OF ACTION:

Product Liability Litigation - Manufacturing Defect - 2006 Pontiac G6 - VIN # 1G2ZG558964 - Inoperable power steering and engine 1G2ZG558964

- Inoperable power steering and engine

ON WHOM PROCESS WAS SERVED:

C T Corporation System, Chicago, IL

DATE AND HOUR OF SERVICE:

By Process Server on 03/10/2009 at 09:30

APPEARANCE OR ANSWER DUE:

03/24/09 at or before 9:30 a.m.

ATTORNEY(S) / SENDER(S):

Krohn & Moss Ltd 120 West Madison 10th Floor Chicago, IL 60602 312-578-9428

**ACTION ITEMS:** 

SOP Papers with Transmittal, via Fed Ex 2 Day, 798090321323

Image SOP Fax Transmittal, Rosemarie Williams 313-665-7572

CC Recipient(s)

Rosemarie Williams, via Regular Mail

SIGNED: PER: ADDRESS: C T Corporation System Jill Duffy-Baricovich 208 South LaSalle Street

TELEPHONE:

Suite 814 Chicago, IL 60604 312-345-4336

ER-Tamera Shutz

Law Office of Connie Postelli Connie Postelle

Page 1 of 1 / DT

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



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

#### VIA FAX ONLY

February 12, 2009

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

RE:

Service Request: 71-701759847

2006 Pontiac G6

Vehicle Identification Number: 1G2ZG558964

Dear Mr. Moss:

This is to advise that General Motors is in receipt of the above referenced case dated February 12, 2009. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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

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

General Motors Corporation

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

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

Sincerely,

**General Motors Corporation** 













Finance agreement

Buyer's agreement



# RELEASE OF LIEN INFORMATION

I	,	
(Client's Name)	(Client's Social Security Number)	
hereby authorize	nme)	
(Lien holder Na	nme)	
(Lien holder Address)	(Lien holder Phone Number)	
to release any and all information regard	ding my loan account #(Account Number)	
(Lien holder Name)	<u> </u>	
to General Motors Corporation, including loan payoff amount, and per diem informations and per diem informations.	ng but not limited to a complete payment history of my account mation.	, a
Date		
V	EHICLE INFORMATION	
The current vehicle mileage is	Date mileage read:	
<u>a:</u>		
Signature	Signature	







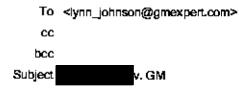












Lynn,

My client rejects your offer of \$5,000 and lowers her demand to \$7,000 total. Please let me know your client's response. Thanks.

Lee Cassie Yates
Attorney at Law
Krohn & Moss, Ltd
120 W. Madison Street
10th Floor
Chicago, Il 60602
(312) 578-9428 x 270 (direct)
(866) 289-0898 (fax)
web: www.krohnandmoss.com

#### **Privileged and Confidential Information**

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

By: Cynthia Reyes State: IL

Customer Name: Service Request: 71-701759847 GM Legal File No.: N/A

Vehicle ID No.: 1G2ZG558964 In Service Date: 2/28/2006 Vehicle is: **Used** BAC Code: 116079 Year, Make & Model: 2006 Pontiac G6

Vehicle Purchased Used on: 6/16/08 at

odometer **20,735** 

Lien holder: GMAC ☐ Other ☐: Drive Financial Services DVM requests Purchase Price of involvement?: N Vehicle: \$ 13,564.69

Was TAC contacted for this vehicle (Y/N)?: Y - #10471803

If TAC was NOT contacted, why? Yes, TAC states Normal condition.

## **VEHICLE REPAIR HISTORY**

#### 

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
09/03/08	298231	2	22,942	C/S At times steering wheel binds when driving & turning. / Test dove the vehicle, found condition normal. – <b>Called TAC. Customer advised normal condition.</b> 1 day rental per customer satisfaction. *(Per Svc. Mgr. Frank Dekruiff TAC Case#10471803).
12/22/08	306271	5*	24,344	C/S Power steering light comes on and engine dies, restarts back up. / Shorted. – Power steering assist motor replacement. 4 Rental. *(Per Svc. Mgr. Frank Dekruiff days out verified).
01/22/09	308379	14*	24,623	C/S The steering will be very tight and difficult to turn with warning displaying across radio. It will free up to move not too often at all it is more difficult then easy. – Recalibrated and relearned system due to steering not responding to signals. Replaced the steering column 12/22/08 by tech #2 at 24,344 and before that the customer had same concerns 9/4/08 at 22,942 RO#298231 with tech #33 and car was recalibrated at that time with no history codes in the system as well. Test driven twice with no concerns duplicated afterwards.  3 days rental. *(Per Svc. Mgr. Frank Dekruiff unable to verify days out of service. "I think customer refused to pick it up").

# ☐ Body/Trim

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
06/30/08	293366	2	21,247	Per we owe driver door hinges squeak. – Metro Body Shop. We owe repair rear bumper. – Metro Body Shop. Rental.

## ☐ Wheel/Tires

Date:	<u>RO #:</u>	Days Out:	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
06/30/08	293366	*	21,247	LH front tire is loosing air. – No leaks found at the time of service.

#### ☐ Other

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
03/06/06	228114	N/A	3	Floor mats per we owe attached. Customer will return another day for detail. Not performing today. *Prior to sale.
05/07/08	289279	*	19,460	LOF. 6,000 miles maintenance. – Replace front and rear brake pads –

Resurface front & rear rotors.

\*Prior to sale.

08/16/08 296990 \* 22,512 3K GM quick lube plus 28 point inspection.

**Accident/Insurance Information:** 

Has the vehicle ever been involved in an accident Y or N? Unaware Did you confirm your answer with the dealer Y or N? Yes Are there any Aftermarket Modifications to the Vehicle Y or N? No Have you confirm this with the dealership Y or N? Yes

#### THE STATE LEMON LAW READS:

Days out of service:

Repairs:

Time period:

Does Lemon Law state nonconformity must continue to exist?

If applicable, safety-related repairs

Safety-related time period

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: 12

PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager DVM James Cocking responded with option "D" to e-mail request.

#### PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

CRS spoke to service manager Frank Dekruiff, he states the customer has not been back to the dealership since last repair. There is no further information.

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION Concern: No other related SR's.

#### RECOMMENDATION

CRS recommends \$2,500.00 to \$4,000.00

#### RATIONALE

Ms. White purchased a USED 2006 Pontiac G6 with 20,735 miles on 6/16/08. In service date of vehicle is 2/28/06. Customer had 3 complaints regarding steering, with 2 repairs. Repairs included replacing power steering motor and recalibrating/relearning system. As of last complaint on 1/22/09 vehicle had 24,623 miles.

#### 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: \$

Date:

TEAM MANAGER APPROVING:

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.

<sup>\*</sup> SES light is to be captured under affected component above.



#### Cynthia Reyes/Austin/GM1 02/12/2009 01:35 PM

To james.cocking@gm.com

CC

bcc

Subject DVM notification - Please reply SR#71-701759847 - White

#### DVM Region 50 James Cocking:

Hi, my name is Cynthia Reyes. This email is to follow up on my voicemail regarding Service Request 71-701759847 for customer The customer's vehicle is a 2006, Pontiac G6 with 24,344 miles. Vin# 1G2ZG558964 The customer has been working with Roger's Auto Group in Chicago, IL. 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,

Cynthia Reyes cynthia\_reyes@gmexpert.com 866-790-5600 ext. 1115 SSN 200100 5/5/2009 8:58 AM PAGE 1/008 Fax Server



To: shera

Company:

Fax: 18662661792

Phone:

From: Lora D. Hauswirth

Fax: 248-267-4317 Phone: 313-665-1436

# **NOTES:**

White - Settlement Check Request Approved



5/5/2009 8:58 AM PAGE

2/008

Fax Server

The attached check request is approved.

#### Lora

--- Forwarded by Lora D. Hauswirth/US/GM/GMC on 05/05/2009 08:25 AM ----

#### Fax Server [USAH2SA0NAM19]

05/04/2009 07:11 PM

LORA D. HAUSWIRTH/US/GM/GMC

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A new 4 page fax has arrived from <unknown

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5/5/2009 8:58 AM PAGE

4/008 Fax Server

May. 4. 2009 5:47PM LAW OFFICE OF CONNIE POSTELLI

No. 6420 P. 1

# LAW OFFICES OF Connie J. Postelli

19952 Torrence Avenue Lynwood, Illinois 60411

May 5, 2009

VIA FACSIMILE (248) 267-4317

Lora Hauswirth, Case Manager

GENERAL MOTORS CORPORATION

Global Headquarters at the Renaissance Center

300 Renaissance Center, 24th Floor

Mail Code: 482-C24-C66 Detroit, Michigan 48265-3000

Re:

v. General Motors Corporation

Circuit Court of Cook County, First District, Municipal Division

Case No.

: 09 M1 116338

Vehicle

: 2006 Pontiac G6

VIN

: 1G2ZG558964

GM Legal File No.

: 668219

Our File Number

: 7092-90015

#### NOTICE OF CASH SETTLEMENT / CHECK REQUEST

#### Dear Lora:

Please be advised that the above-referenced matter has settled for a total of \$6,500.00, including attorneys' fees and costs. The customer's concern with the subject vehicle is M30 — Steering — Power Steering Pump/Brackets - Inoperative. At your earliest convenience, please forward General Motors Corporation's settlement draft as follows:

1. A check in the amount of \$6,500.00 payable to "completed IRS form W-9 is attached as required for proper tax reporting.

Ltd." A

Plaintiff:
Chicago, II

Mileage: 26,534

Plaintiff's Attorney:

Gregory H. Moss, Esq. Krohn & Moss, Ltd. 120 W. Madison, 10<sup>th</sup> Floor Chicago, IL 60602 {312} 578-9428 telephone {866} 289-0898 facsimile SSN 200100 5/5/2009 8:58 AM PAGE 5/008 Fax Server

May. 4. 2009 5:47PM LAW OFFICE OF CONNIE POSTELLI

No. 6420 P. 2

Lora D. Hauswirth May 5, 2009 Page 2

Enclosed please find the signed Release Of Claim and the appropriate W9 form. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Rebecca J. Letourneaux

Encls.

May. 4. 2009 5:47PM LAW OFFICE OF CONNIE POSTELLI

No. 6420 P. 3

0E16307718297 Line 1

RELEASE OF CLAIM
I, in consideration of \$6,500.00 (payment to be tendered in the form of one check in the amount of \$6,500.00 made payable to Ltd.") paid by General Motors Corporation, hereby release and discharge General Motors Corporation, its authorized independent dealers, designers and supplier of vehicles, parts and components that are distributed by General Motors Corporation and their respective agents and employees from any and all claims and causes of action for any injuries, losses or damages to my person and/or property which may have been caused by, or which may at any time arise out of, or in connection with one 2006 Pontiac G6 VIN 1G2ZG558964
I, agree that neither General Motors payment of the consideration recited above nor the negotiations preliminary to the execution of this Release shall be considered an admission of liability or wrong doing by General Motors to any of the claims or causes of actions alleged in or to be reinferred from allegations set forth in the matter indicated above.
In addition, I, see shall not at any time hereafter commence, maintain or prosecute, or cause, encourage or advise be commenced, maintained or prosecuted any action, suit, proceeding or claim based in whole or in part upon or arising out of or in any way connected with any of the matters released herein;
The mileage was $26534$ on $5-1-09$ , the date of the signing of this release.
The undersigned has carefully read and understands this release and signs it to resolve the claim described above.
DATE SIGNED: S-1-09
MALEA WHITE
Address City, State, Zip Code
OFFICIAL BEAL DEBORAH THOMAS Sworn to and subscribed before me this
Tolloral / hemas Coult County
Notary Public County  My Commission Expires: 4/8/1/

May. 4. 2009 5:47PM

LAW OFFICE OF CONNIE POSTELLI

No. 6420 P. 4

Departs	W-9 November 2006) next of the Treastery Revenue Beceloo	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
t on page 2.		officent from abovo	
r type action	Chook appropriate		Exempt from backup withholding
Print or type See Spocific Instructions	City, state, and 21	Cua T (_ per(a) h@g(apriliana)	ose (optional)
Part I Taxpayer Identification Number (TIN)			
Enter: backu alion your e Note.	your TIN in the ap p withholding. For sole prophetor, or imployer klentifica	proprieta box. The TIN provided must make the name given on tine 1 to avoid individuals, this is your social security number (SSN). However, for a recident disregarded entity, see the Part I instructions on page 3. For other entities, it is tion number (RIN). If you do not have a number, see How to get a TIN on page 3.	OT
Part	II Certific	ation	

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 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 (RS) that I am subject to backup withholding as a result of a faiture to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (recluding a U.S. resident allen).

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

Sign Signature of Here U.S. person >

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

in 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trace or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(a) and 7(a) for additional information.

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

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

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

SSN 200100 5/5/2009 8:58 AM PAGE 8/008 Fax Server

2009-05-04 19:10:07 Transmission Record

Transfer Type: Receive fax

Remote CSID: []

Unique ID: [DZM49FF3DCD72A8]

Time to Transfer: 0:56 Sent on Channel: 4

Inbound user ID: DZMJLF, Routing Code: 4317

AOC: [0][0][0]

Result: Success

Brooktrout Res: Call [0:352]; Fax [0:0]

Pages Sent: 1 - 4

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

ARDMORE PA

1





DATE 06/22/09

PAY TO THE

VENDOR DUNS NO.

**VENDOR NAME** 

XXXXXXXXXXXX3,400 DOLLARS

**AMOUNT \*\*\*\*\*\*\*\*\*\***3,400.00

North American Operations General Motors Corporation Disbursement Account

SIGNATURE

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

BB 000000049

AUDIT

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

PAYMENT DATE

CHECK NO.

06/22/09

DETACH BEFORE DEPOSITING CHECK

REGISTER NO. DESCRIPTION INVOICE DATE INVOICE AMOUNT DOC. REFERENCE NUMBER % DISC. DISC. AMOUNT NET AMOUNT 05/29/09 VH 1-C1C7P4 .71-710264833.1-C1C7P4 00.0000 3,400.00 3,400.00

1G1ZT61846F ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782 Н3

TOTAL

3,400.00

.00

3,400.0

May 27, 2009

Laura Applegate, Esq.
David J Gorberg & Associates
32 Parking Plz Ste 700
Ardmore, PA 19003

RE: v. General Motors Corporation

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F

Customer Relationship Specialist: Michael Nordstrom

Dear Ms. Applegate:

Enclosed please find a check in the amount of \$3,400.00 inclusive made payable to and David J Gorberg & Associates, PC to settle the above-referenced case.

A 36 month/ 45,000 mile (whichever comes first) Steering Component Letter will be sent directly to 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

### Faim **W-9** (Rev. Amary 2003)

#### Request for Taxpayer Identification Number and Certification

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

Hepsilmeni oʻdhe Trezsiny Intesid Rzoniga Sraylce		send to the IRS,
Business name, I differen	Gorberg + 4550ciates, P.C.	
Check appropriate box:		Exempt from hackup
Aridress Internation as con-	Pa. 19003	and address (uptional)
Part I Taxpayer Ide	ntilication Number (YIN)	
romaner, not a lostocit Anen	your employer identification number (SIM), it was do not have an	Decenity manager
Note: If the account is in more to enter.	then one name, see the chart on page 4 for guidelines on whose number. Emplo	yer identification number
Part   Certification	<u> </u>	<u>+                                      </u>
Inder panalties of perjury. I ce	tlify that:	
	form Is my correct taxpayer identification cumber (or I am walting for a number to	
		De issued to me), and

 I am not subject to backup withholding because: (a) I am exempt from backup will holding, 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 follow to report all interest or dividends, or (c) the IRS has

3. I am a U.S. person [including a U.S. resident rillon).

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to hankup withholding because you have folice to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply, for multipage interest paid, admitsible or abandosment of secured property, cancellation of deht, contributions to an individual retirement provide your correct TIN. (See the instructions op/page 4.)

Sign	Signature of	<del></del>		
Here	U.S. person 🕨	<u>~</u>		11 10 10
		<del></del> _	Uate ►	<u> 18</u> -11-07
<b>F</b>				

#### Purpose of Form

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

U.S. person. Use Form W-8 only if you are a U.S. person (including a resident after), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to hackup withholding, or
- 3. Claim exemption from backup withholding II you are a  $\sim$  U.S. exempt payee.

Note: If a requester gives you a form other than Form W-0 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. \$15, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alion individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision leaven as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax outposes.

If you are a U.S. resident aften who is relying on as exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident ellen.
  - 2. The freaty article addressing the income.
  - The article number (or focation) in the tax treaty that contains the saving clause and its exceptions.
  - The type and amount of income that qualifies for the exemption from tax.
  - Sufficient facts to justify the exemption from tax under the terms of the freety article.

ROCESSING SOURCE: CHEVROLET 13:43:48
PAGE: 1

VIN: 1G1ZT6184 6F		SELLG	SCE: 13 MDL YE	R: 06 ORD NO: KCFJH8
	ss/	DOCUMENT	I INC	
EVENT DESC	SITE CD	NUMBER	S EVENT DT CD	AMOUNT
INCENTIVE MEMO	13 13374	00031244328	10/28/06 UDE	3,469.06
INCTV PAYMENT	13 13374	00031244328	10/28/06 UDE	3,469.06
INCTV APPLICATN	13 13374	00031244328	10/28/06 UDE	3,469.06
INCENTIVE MEMO	13 13374	00031244328	10/28/06 CNE	3,000.00
INCTV PAYMENT	13 13374	00031244328	10/28/06 CNE	3,000.00
INCTV APPLICATN		00031244328	10/28/06 CNE	3,000.00
DELIVERY D.O.E.			10/27/06	0.00
DELIVERY TO CUS			10/26/06	0.00
INCENTIVE CHARG		00030991762	09/19/06 BDV	
INCENTIVE MEMO	13 13374	00030991762	09/19/06 BDV	
INCTV APPLICATN		00030991762	09/19/06 BDV	500.00 DR
COV/NVIS REPLAC		1AD88063093	09/07/06	0.00
REPLACEMENT LAB			09/06/06	20,790.00
DLVY CANCEL DOE		0000000000	09/05/06	0.00
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DELIVERY D.O.E.			08/31/06	0.00
DELIVERY TO CUS			08/31/06	0.00
DLR TRADE D.O.E			08/31/06	0.00
DEALER TRADE (P			08/31/06	0.00
INCENTIVE CHARG		00030871082	08/29/06 VBD	
INCENTIVE MEMO		00030871082	08/29/06 VBD	1,000.00 DR
INCTV APPLICATN		00030871082	08/29/06 VBD	1,000.00 DR
INCENTIVE CHARG		00030871082	08/29/06 GMS	933.25 DR
INCENTIVE MEMO	13 13031	00030871082	08/29/06 GMS	933.25 DR
INCTV APPLICATN	13 13031	00030871082	08/29/06 GMS	933.25 DR
DLVY CANCEL DOE	13 13031		08/15/06	0.00
INCENTIVE MEMO	13 13031	00030755314	08/08/06 VBD	1,000.00
INCTV PAYMENT	13 13031	00030755314	08/08/06 VBD	1,000.00
INCTV APPLICATN		00030755314	08/08/06 VBD	1,000.00
INCENTIVE MEMO	13 13031	00030747344	08/05/06 GMS	933.25
INCTV PAYMENT	13 13031	00030747344	08/05/06 GMS	933.25
INCTV APPLICATN		00030747344	08/05/06 GMS	933.25
INCENTIVE MEMO		00030747344	08/05/06 FFC	39.08
		00030747344	08/05/06 FFC	39.08
INCTV APPLICATN		00030747344	08/05/06 FFC	39.08
DELIVERY CANCEL DELIVERY D.O.E.			08/04/06 08/04/06	0.00 0.00
DLR TRADE D.O.E.			08/04/06	0.00
DELIVERY TO CUS			08/04/06	0.00
DEALER TRADE (P			08/03/06	0.00
SETTLEMENT DATE		1AD88063093	05/30/06	19,983.41 CR
EXPIRATION TRAN		1AD88063093	05/29/06	0.00
ORIGINAL INVOIC		1AD88063093	05/19/06	19,983.41
COV/NVIS DATE	13 13374	1AD88063093	05/19/06	0.00
SHIPMENT DATE	13 13374		05/19/06	0.00
PRODUCTION (BUI			05/18/06	0.00
PREFERENCE TO P			04/25/06	0.00
GM ORDER ACCEPT	13 13374		04/24/06	0.00
GM ORDER ACCEPT			04/24/06	0.00

RCMPR010

VEHICLE DELIVERY/INCENTIVE HISTORY PROCESSING SOURCE: CHEVROLET

12/08/07 13:37:49

PAGE: 1

VIN: 1G1ZT6184 6F SELLG SCE: 13 MDL YR: 06 ORD NO: KCFJH8

ODATE: 04/24/06 ORDER FAN: OTYPE: 070 DLVY SS/SITE CD: 13 13374

DDATE: 10/26/06 DLVY FAN: DTYPE: 010 SRVC TYPE: MILEAGE:

DLVY DOE: 10/27/06 ORDER BY:

CANC: 08/31/06

CANC DOE: 09/05/06

TRADE: 08/31/06 DLVY TO:

TRD DOE: 08/31/06

SRVC IN: WASHINGTON

SRVC OUT: CANC SRVC IN: BFSO ORD DT: BFSO CUST:

PRICE ASSUR DT: PRICE ASSUR RT:

--INCENTIVES--

CODE PAYSS/SITE INV/INC NO DATEAMOUNT MTHD DLR SHR STAT BDV 01 13 13374 00030991762 09/19/06 500.00 DR OA 0.00 0

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: BARS INC MEMO NO: 00030991762 AUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT: #580- MISSING DELIVERY INFORMATION ACTV TYPE: 1

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT BDV 01 13 13374 00030903597 09/02/06 500.00 OΑ 0.00 9

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: DLR INC MEMO NO: 00030903597 AUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

SS/SITE INV/INC NO MTHD CODE PAY DATETRUOMA DLR SHR STAT 13 13374 00031244328 10/28/06 3,000.00 ΟA CNE 01 0.00 9

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: DLR INC MEMO NO: 00031244328 AUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

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PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: DLVY INC MEMO NO: 00030747344 AUTH PUR CD:

MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

## VEHICLE DELIVERY/INCENTIVE HISTORY PROCESSING SOURCE: CHEVROLET

12/08/07 13:37:49

PROCESSING SOURCE: CHEVROLET 13:37:49
PAGE: 2

VIN: 1G1ZT6184 6F SELLG SCE: 13 MDL YR: 06 ORD NO: KCFJH8

MTHD PAY SS/SITE INV/INC NO DATEAMOUNT DLR SHR STAT CODE **GMS** 01 13 13031 00030871082 08/29/06 933.25 DR OA 0.00 0

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: BARS INC MEMO NO: 00030871082 AUTH PUR CD: 515526440

MISC DATE: MISC:

POLICY PYMT CMNT: #580- MISSING DELIVERY INFORMATION ACTV TYPE: 1

SS/SITE INV/INC NO AMOUNT MTHD DLR SHR STAT CODE PAY DATE**GMS** 13 13031 00030747344 08/05/06 OΑ 0.00 9 01 933.25

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: DLR INC MEMO NO: 00030747344 AUTH PUR CD: 515526440

MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

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CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT **VBD** 01 13 13031 00030755314 08/08/06 1,000.00 OΑ 0.00 9

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: HOU INC MEMO NO: 00030755314 AUTH PUR CD: 515526440

MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

2006 MALIBU MAXX LT CHEVROLET MOTOR DIVISION 25U DARK BLUE METALLIC /V6G GENERAL MOTORS CORPORATION 83C TITANIUM 100 RENAISSANCE CENTER ORDER NO. KCFJH8/TRE STOCK NO. DETROIT MI 48243-1114 VEHICLE INVOICE 1AD88063093 VIN 1G1 ZT61 84 6F MODEL & FACTORY OPTIONS MSRP INV AMT RETAIL - STOCK 20165.00 19055.93 INVOICE 05/19/06 1ZT68 MALIBU MAXX LT N/C SHIPPED 05/19/06 N/C EXP I/T 05/29/06

N/C INT COM 05/30/06 N/C PRC EFF 05/18/06 KEYS G1661 G1661 WFP-S QTR OPT-1 BANK: GMAC - 004 CHG-TO 13-374

> SHIP WT: 3409 HP: 32.9 GMS: 19150.98 SUPPLR: 20009.40 MRM: 20790.00 MEMO 933.25

TOTAL MODEL & OPTIONS 20165.00 19055.93 ACT 231 19075.98
DESTINATION CHARGE 625.00 625.00 H/B 261 604.95
LAM DEALER CONTRIBUTION 201.65 ADV 261 201.65
LAM GROUP CONTRIBUTION 100.83 EXP 65A 100.83

TOTAL 20790.00 19983.41 PAY 310 19983.41

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 19075.98

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

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

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

NORTHSTAR CHEVROLET, INC.

REMIT TO GMAC NO. 004

VIN 1G1ZT61846F

\$ 19983.41 INV 1AD88063093

DUE 05/30/06 DEALER 13-374



#### "Laura Applegate" <a href="mailto:</a></a> <a href="mailto:applegate@mylemon.com">applegate@mylemon.com</a> 05/18/2009 04:14 PM

To <michael\_nordstrom@gmexpert.com> cc bec Subject Re: v GM - 71-710264833

Michael, this offer is accepted.

Thanks.

---- Original Message -----

From: michael nordstrom@gmexpert.com

To: lapplegate@mvlemon.com

**Sent:** Monday, May 18, 2009 12:45 PM

Subject: Re: v **GM** - 71-71**026**4833

I can do 3400k incl and the CCL. For time sake, that is the best I can do.

Michael Nordstrom Legal Agent - BRC Legal Department Aditya Birla Minacs (866) 790-5600 Ext. 31402 / Fax: (866) 592-1363 michael\_nordstrom@gmexpert.com

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"Laura Applegate" <iapplegate@mylemon.com>

05/18/2009 02:05 PM

<sup>To</sup>≺michael\_nordstrom@gmexpert.com> v GM - 71-710264833

Subject Re

Michael.

I can counter with 4900 plus the letter.

Thanks

---- Original Message -----

From: michael nordstrom@gmexpert.com

To: lapplegate@mvlemon.com

**Sent:** Monday, May 18, 2009 11:29 AM **Subject:** v GM - 71-710264833

Laura,

Will your client accept 2400k and a 36/45 Steering CCL

Best,

Michael Nordstrom Legal Agent - BRC Legal Department Aditya Birla Minacs (866) 790-5600 Ext. 31402 / Fax: (866) 592-1363 michael\_nordstrom@gmexpert.com

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No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.325 / Virus Database: 270.12.33/2120 - Release Date: 05/18/09 06:28:00

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.325 / Virus Database: 270.12.33/2120 - Release Date: 05/18/09 06:28:00

#### DAVID J. GORBERG & ASSOCIATES, P.C.

PAVID J. GORBERG\* TAMMY J. SCHMITT LAURA L. APPLEGATE NICOLE VITALE\* SAMUEL T. LEHEW\*

"MEMBER OF PAIANDING BARS IMEMBER OF PAIANDING BARS 700 TIMES BUILDING
SUBURBAN SOUARE
ARDMORE, PA 19003

1 (800) MY-LEMON
1 (800) 695-3666
(715) 665-7660
7AX (215) 563 8738

WWW.MyLomon.com

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100 CENTURY PARKWAY SUITE 305 MT. LAUREL, NJ 08054 (856) 797-0703 FAX (856) 983-6123

PITTSBURGH OFFICE

2325 GRANT BLDG. 330 GRANT STREET PITTSDURGH, PA 15219 (412) 894 9970 FAX (412) 894 9983

#### FAX TRANSMITTAL SHEET

**DATE:** March 19, 2009

TO: Mary Greer

**FAX NO:** (866) 393-8081

**FROM:** Ms. Nicole N.; David J. Gorberg & Associates, P.C.

FOR: Our client,

**RE:** Request for Release of Lien Form

PAGES BEING TRANSMITTED: Two (2) including cover sheet

#### **MESSAGE:**

Client payed for vehicle in full with cash. does not have access to the vehicles title at this time. Enclosed please find receipt for the cash purchase of the 2006 Chevy Malibu, Will forward copy of clients title as soon as possible. Thank you and have a great day.

IF THERE IS A PROBLEM WITH THIS TRANSMISSION, PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE.

#### THE ORIGINAL OF THIS DOCUMENT WILL:

X	NOT BE FORWARDED
	BE FORWARDED BY FIRST CLASS MAIL
	VIA HAND DELIVERY
<del></del>	VIA OVERNIGHT MAIL
	OTHER

Paid Cosh in full

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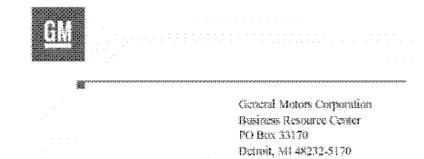


## NORTH STAR CHEVROLET, Inc.

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DEAL 72946		412/279-2300	Phones	412/923-1230		DATE	18/26/96	
PURCHASER'S NAME						RES. PHONE		
PURCHASER'S ADDRESS_						BUS. PHONE		
CITY STATE & 71P	WASHINGTON, PA			_		SOC. SEC.	<u> </u>	

ITY, STATE & ZIP WHISH ING TUN, IPH		NUMBER
Red Care in district		
PLEASE ENTER MY ORDER YENEW YED CAR STOCK	10.	
FOR THE FOLLOWING DUSED TRUCK	INCENTIVES KANALA	\$200 - CAS
D.DEMO [61929		CSAD SEE
YEAR 2005 MAKE CHEVRULET	INCENTIVES (N. I. W) # P	4822
MODEL OR BODY SERIES MOLIBU TYPE S/W	INCENTIVES	
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Federal regulations require the occuments mikes at the stated upon transfer of ship. An inscrurate statement may make the transferor liable for demage transferor, pursuant to section 199(a) of the Motor Vehicle information at Savings Act of 1972 Public Savings 253	re Cost ing shy implied waitenty of merchantability of in	ness for a particular purpose, and NORTH STAR CHEVROLE I, Inc
Savings Act of 1972-Public Act 1973-1991 I state that odometer mileage on USED VEHICLE TRADED-IN det	Vehicle. Degler shall not be obligated to sall	on to againme for it any liability in connection with the sele of the unit approval of the terms hereof is given by a bank or linance contract between the parties hareto besed on such larms.
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RECEIVE A FULL REPUNDIANY TIME BEFORE RECEIPT OF A COPY OF CONTRACT SIGNED BY AN AUTUBE WHITTEN NOTICE OF CAN-	SERVICE CONTRACT	+
Purchaser's Signature	SERVICE CONTRACT TAX	+
Accepted By Miles	TOTAL	11085.71
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Factory Warranty: The printed Manufacturer's Warranty delivered to Purchaser with the new vehicle or chaesis described on the face hereof is a contract solely between the Manufacturer and the Purchaser. The seller is not a party to such contract and such warranty is not a part of the sale or bargain between the Purchaser and Seller. Provisions Applicable to Sale of Used Vehicle —
Factory Warranty: If a Manufacturer's Printed Warranty is delivered with the vehicle or chaesis such warranty is a contract solely between the Manufacturer and Purchaser. The Seller is not a party to such contract and such Warranty is not a part of the sale of bargain between the Purchaser and Seller. "The information you see on the window form for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."



April 2, 2009

VIA FAX ONLY

Rob Klodowski, Service Manager Sun Chevrolet McMurray, PA 15317

RE:

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F Customer Relationship Specialist: Mary Greer

Dear Mr. Klodowski:

This is a letter of notification regarding a legal matter involving the above referenced customer. Please provide us with copies of all dealer service documents regarding this vehicle. The specific documents needed are:

• Service and body shop repair orders of all internal, customer pay, and warranty repair orders, (to include front and back as well as technician notes). Also, include any receipts for aftermarket or dealer add-ons.

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

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

Sincerely,





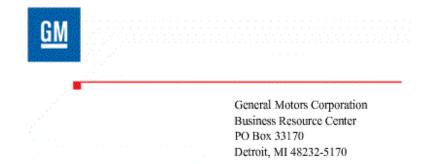












March 28, 2009

VIA FAX ONLY

Rich Caswell, Service Manager WASHINGTON CHEVROLET Washington, PA

RE:

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F

Customer Relationship Specialist: Mary Greer

Dear Mr. Caswell:

This is a letter of notification regarding a legal matter involving the above referenced customer. Please provide us with copies of all dealer sales and service documents regarding this vehicle. The specific documents needed are:

• Service and body shop repair orders of all internal, 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, **right away**, to the number on the fax cover sheet. If there are any fax difficulties or the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate.

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

Sincerely,





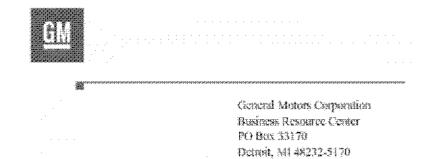












March 28, 2009

VIA FAX ONLY

Rich Caswell, Service Manager WASHINGTON CHEVROLET Washington, PA

RE:

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F Customer Relationship Specialist: Mary Greer

Dear Mr. Caswell:

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

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Sincerely,

















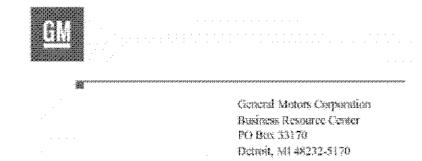
jack.h.adams@gm.com 03/29/2009 12:15 PM To mary\_greer@gmexpert.com

C

bcc

Subject Re: Fw: 71-710264833

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.



March 19, 2009

VIA FAX ONLY

David Gorberg, Esq. David J Gorberg & Associates 32 Parking Plz Ste 700 Ardmore, PA 19003

RE:

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F Customer Relationship Specialist: Mary Greer

Dear Mr. Gorberg:

This is to advise that General Motors is in receipt of the above referenced case dated March 12, 2009. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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

	Copy of owner's current title and/or registration	Finance agreement
$\times$	Other: Signed Release of Lien Information form	Buyer's agreement
	General Motors Corporation	
	A TOTAL TO DO CLA	

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

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

Sincerely,















### RELEASE OF LIEN INFORMATION

I	,	
(Client's Name)	(Client's Social Security Number)	
hereby authorize		
hereby authorize(Lien holder Na	nme)	
(Lien holder Address)	(Lien holder Phone Number)	
	(Account Number)	
with		
(Lien holder Name)		
to General Motors Corporation, including loan payoff amount, and per diem informations and per diem information.	ng but not limited to a complete payment history of my account, mation.	a
Date		
V	EHICLE INFORMATION	
The current vehicle mileage is	Date mileage read:	
Signature	Signature	













#### **Privileged and Confidential Information**

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

#### <u>Last updated by Michael Nordstrom on 5/19/09</u> <u>Settled for 3400k incl and 36/45 Steering CCL</u>

By: Dianna Barber State: PA

Customer Name: Service Request: 71-710264833 GM Legal File No.: N/A

Vehicle ID No.: 1G1ZT61846F In Service Date: 10/26/2006 Vehicle is: NEW BAC Code: 204396

Year, Make & Model: 2006 Chevrolet Malibu MAXX Lien holder: GMAC ☐ Other ☐: paid cash

Was TAC contacted for this vehicle (Y/N)?: NO, not needed

Vehicle Purchased Used on: N/A

DVM requests Purchase Price of
involvement? Vehicle: \$ 20,333.41

Option D -

#### VEHICLE REPAIR HISTORY

If TAC was contacted, what did they say?
If TAC was NOT contacted, why? (Ask Dealership) no need for assistance with diagnostics

#### ■ BODY/TRIM

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/3/08	54593	2	6697	C/S Right front outside mirror rattles / Glass is loose - Replaced right front outside mirror assembly - Paint right front outside mirror
3/20/08	55151	1	6697	C/S Front outside mirror rattles, glass is loose / Right outside mirror loose, defective part - Replaced right front outside mirror - Paint right front outside mirror
12/04/08	68090	1	13600	C/S that the cover on the driver's side vanity mirror on the sun visor is disconnected – ordered part, will call when in
12/17/08	68521	1	13917	C/S that the cover on the vanity mirror is loose / loose – replace visor vanity mirror
03/02/09	65394	1	15342	C/S screws at hatch rusted, parts in – replace screws on tailgate chrome strip, rusting, clean off strip
3/7/09	65605	1	15487	C/S Left front visor for mirror broken / Lid not staying open - Replaced left front sun shade

#### **ELECTRICAL**

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
12/04/08	68090	*	13600	C/S that the one key fob does not work as far away as the other one, sometimes it will not start the car / internal fault in transmitter – replace transmitter remote door/rear compartment lock
2/23/09	65184	*	15230	C/S Key FOB inoperable / Tested on tester and failed, found battery hold down loose from board

#### STEERING

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
02/18/08	54172	2	6389	C/S power steering assist in-op, sitting still feels like no assist / working ok now, system overload – replaced steering column
02/25/08	54357	1	6400	C/S power steering seems stiff / motor supplies insufficient torque – replace power steering assist motor
12/04/08	68090	1	13600	C/S that the power steering gets very hard to turn at times (intermittent) –ordered parts, will call when parts come in
12/17/08	68521	*	13917	C/S that the power steering gets very hard to turn / parts are in – replace coil and ground as per <b>bulletin 08-02-32-005</b>
2/23/09	65184	1	15230	C/S Binds at slow speeds - operating as designed at this time
03/02/09	65394	*	15342	C/S power steering binds and clunking in front end / excessive spline clearance – replace I shaft
				Order visor mirror

#### THE STATE LEMON LAW READS:

Days out of service: 30 or more calendar days

Repairs 3 or more

Time period: 12/12k miles

Does Lemon Law state nonconformity must continue to exist? YES

If applicable, safety-related repairs: Safety-related time period n/a

Number of repair attempts in the presumption period:	0
Total days out of service during the presumption period:	0
Total days out of service during customer's ownership:	12

#### Accident/Insurance Information:

Has the vehicle ever been involved in an accident? Y or N NO Did you confirm your answer with the dealer/attorney? Y or N 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? Y or N N/A Has the customer filed any insurances claims on this Vehicle? Y or N N/A If Yes. Did the insurance company deny the claim? Y or N N/A Are there any Aftermarket Modifications to the Vehicle? Y or N NO

Have you confirmed this with the dealership? Y or N YES
If "Yes" to aftermarket, please list:
PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

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 . jack.h.adams@gm.com

### PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

Svc mgr went through his ROs - he stated that customer has brought the vehicle to the dealership 3 times since the Intermediate Steering shaft was replaced, and he has not mentioned having concerns with the steering. Svc mgr states it appears that the steering concern is repaired. He also mentioned that one visit when the customer was complaining of the steering being stiff, they checked the air pressure in his tires, and it was very low, and that was causing his steering to be stiff

to be stiff.	pressure in his tires, and it was	very low, and that was causing his steering
PERTINENT FACTS FROM PRE	EVIOUS SRs WHICH REI	LATE TO YOUR EVALUATION
Concern: Date & Offer/Result:		
Concern: Date & Offer/Result:		
Concern: Date & Offer/Result:		
RECOM	MENDATION AND RATI	ONALE
CRS recommends denial at this time. LS reje	ected recommendation	
Empowered for 2400k to 3400k incl and 36/	45 Steering CCL	
PC accepted 3400k incl and 36/45 Steering (	CCL	
R	REASON FOR REMOVAL	
repairs are minor. There was one bulletin 08 all covered under b2b and appears to have b	3-02-32-005 which resulted in rep been repaired. The vehicle has 1	epairs within presumptive period and all othe placing of the steering coil, ground and shaft 6k miles and the last time at the dealership be any significant impairment to the vehicles
CRS FINAL OFFER: :3400k incl	DATE: 5/18/09	OFFER TO CUST: \$ ATTORNEY FEES: \$ OR INCLUSIVE OFFER: \$3400k

DATE:

PLAINTIFF'S FINAL

incl

**AMOUNT TO CUST: \$** 

DEMAND:	ATTORNEY FEES: \$ OR INCLUSIVE OFFER: \$
TEAM LEAD 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.

<sup>\*</sup> SES light is to be captured under affected component above.

NORTHSTAR CHEVROLET 5854 UNIVERSITY BLVD MOON TOWNSHIP, PA 15108 412-264-3325

TO: MARY GREER
COMPANY: GA LEGAL DEPT
PHONE: 866-790-5600 X 11135
FAX: 866 - 393 - 8081
FROM: ATTY Jimmone
COMPANY: NORTHSTAR CHEVROLET
PHONE: 412-264-3325
FAX: 412-264-4483
DATE: 4/3/69
PAGES INCLUDING COVER PAGE: \(\frac{1}{2}\)
COMMENTS:
F YOU HAVE ANY PROBLEMS RECEIVING THIS FAX, PLEASE CALL 412-264-3325.

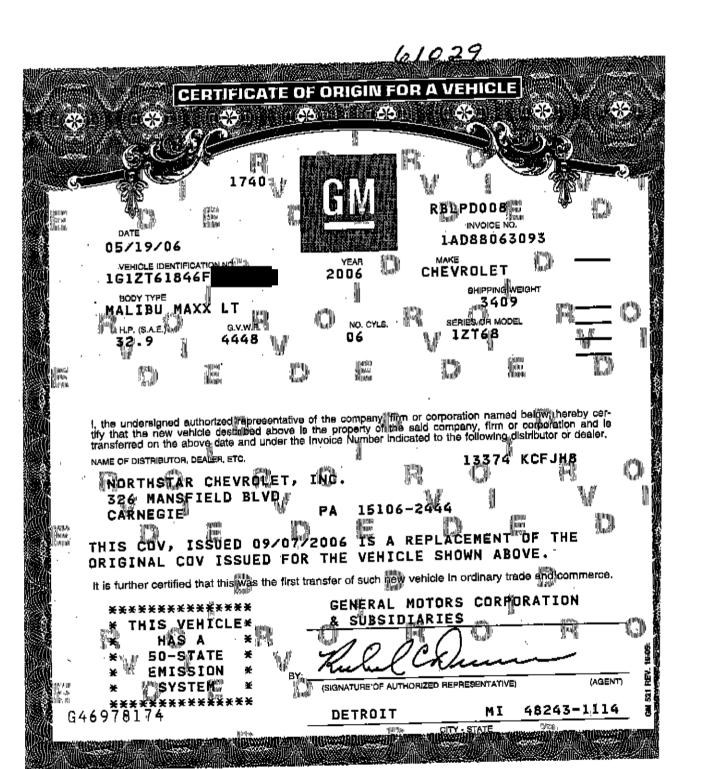


# NORTH STAR CHEVROLET, Inc. 326 Mansfield Boulevard Carpagia, PA 15106



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PURCHA	ASER'S ADDRESS			<del>-</del>	BUS.			
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#### **DVM Jack Adams:**

Hi, my name is Mary Greer. This email is to follow up on my voicemail regarding Service Request 71-710264833 for customer. The customer's vehicle is a 2006 Chevrolet Malibu Maxx with 15,487 miles. The customer has been working with Washington Chevrolet in Washington, PA. 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,

Mary Greer

Email: mary greer@gmexpert.com Phone: 866-790-5600 X 11135 NORTHSTAR CHEVROLET 5854 UNIVERSITY BLVD MOON TOWNSHIP, PA 15108 412-264-3325

TO: MARY GREER
COMPANY: GA LEGAL DEPT
PHONE: 866-790-5600 X 11135
FAX: 866 - 393 - 8081
FROM: ATTY Jimmone
COMPANY: NORTHSTAR CHEVROLET
PHONE: 412-264-3325
FAX: 412-264-4483
DATE: 4/3/69
PAGES INCLUDING COVER PAGE: \(\frac{1}{2}\)
COMMENTS:
F YOU HAVE ANY PROBLEMS RECEIVING THIS FAX, PLEASE CALL 412-264-3325.

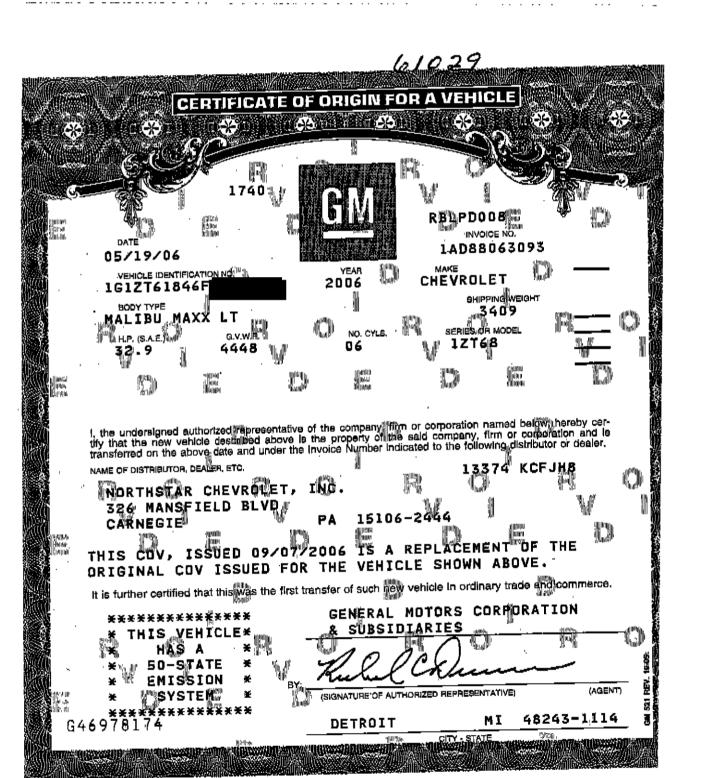


## NORTH STAR CHEVROLET, Inc.



326 Mansfield Boulevard - Carnogie, PA 15106 DEAL 72946 412/279-2300 Phones 412/923-1230 DATE 10/26/05 RES PURCHASER'S NAME PHONE BUS. **PURCHASER'S ADDRESS** PHONE SOC. SEC. WASHINGTON, PA CITY, STATE & ZIP, NUMBER **VEHICLE BEING PURCHASED** Manufacturers Suggested Retail Price 20333. PLEASE ENTER MY ORDER YOUNED YOU CAR FOR THE FOLLOWING STOCK NO. INCENTIVES □ DEMO 61029 INCENTIVES YEAR 2006 MAKE CHEVROLET INCENTIVES ( MODEL OR BODY INCENTIVES SERIES TYPE MAL TAU COLOR BILLIE INCENTIVES TRIM SERIAL NO. 16177618466 SUBTOTAL TO BE DELIVERED 20333. ON OR ABOUT TRADE IN PAYOFF 10/26/06 OWED TO SALESMAN PHONE <u>PENNINGTON, RAYMOND</u> **ADDRESS** AMOUNT \$ GOOD UNTIL VERIFIED DATE TIME Insurance Agent I state that odometer mileage on VEHICLE BEING PURCHASED described Address sbove is at time of transfer. (Check the following statement, if applicable) Phone Verified By: ☐ I further state that the actual fillege differs from the odometer reading for reasons other that podometer fallbratten error and that the actual mileage is Insurance Carrier HORTFORD Policy Number unknow SIGNATURE OF TRANSFEROR (DEALER OR AGENT) Effective Dail From 0/21/06 04/21/07 Comp. 100, 00 Coll. Federal regulations require the adometer mileage to be stated upon transfer of owner-ship. An inaccurate statement may make the transferor liable for dameges to the transferee, pursuant to section 409(s) of the Motor Vehicle Information and Cost Savings Act of 1972, Public Law 92-513. 500. OO The Seller, NORTH STAR CHEVROLET, Inc., hereby expressly disclaims all warranties, either express or implied. Including any implied warranty of marchantability or fitness for a particular purpose, and NORTH STAR CHEVROLET, Inc. ing any improve warranty or majorismissing or intreas for a personal personal liability in connection with the sale of the vahicle. Dealer shall not be obligated to sell until approval of the terms hereof is given by a bank or finance. I state that odometer mileage on USED VEHICLE TRADED-IN described company willing to purchase a retail installment contract between the periles hereto based on such terms. (Check the following statement, if applicable) SUBTOTAL 20333. I further state that the actual mileage differs from the odometer reading for reasons other than adometer calibration error and that the actual mileage is FACTORY REBOTE **6469.** M6 TRADE ALLOWANCE OR DISCOUNT unknown, X 0/25/06 3500.00 810 DATE USED VEHICLE TRADE-IN AND/OR OTHER CREDITS YEAR MAKE STOCK NO. MODEL<sup>1</sup>OP9 SERIES <del>СНЕЧЮЬЕТ</del> TYPE SID MONEY DIFFERENCE <del>. 1029</del>A 10364. 35 COLOR TRIM SALES TAX 4 SERIAL NO. 161NESEJØX6 SECOND TRADE 521 LICENSE, TITLE + 28. YEAR NOTARY FEES MAKE STOCK NO. TIRE TOX MODEL OR SERIES 92 타스타 DOCUMENTARY & TIRE TAX ∕~ COLOR 00. 66. TOTAL SERIAL NO. + 11085 PAYOFF + This contract is not binding upon either the desier or the purchaser, until signed by an authorized design representative. YOU. THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY A DOWN PAYMENT SERVICE CONTRACT WRITTEN NOTICE OF CAN + Purchaser's Signatu SERVICE CONTRACT TAX + TOTAL Accepted By

Factory Warranty: The printed Manufacturer's Warranty delivered to Purchaser with the new vehicle or chassis described on the face hereof is a contract solely between the Manufacturer and the Purchaser. The soller is not a party to such contract and such warranty is not a part of the sale or bargain between the Purchaser and Salier, Provisiona Applicable to Sale of Used Vehicle — Factory Warranty: If a Manufacturer's Printed Warranty is delivered with the vahicle or chasels such warranty is a contract solely between the Manufacturer and Purchaser. The Salier is not a party to such warranty is not a part of the sale of bargain between the Purchaser and Seller. "The Information you also on the window form for the vehicle is part of this contract.



	in this or any state at the time of delivery and the vahicle is not subje	ation and belief under penalty of the law that the vehicle is new and has not been registered or to any security interests other than those disclosed herein and warrant title to the vehicle
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	Sud light to take of b-7 (Alana)	Member, Penneyivania Association of Notaries
	whose address is	

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# LAW OFFICES DAVID J. GORBERG & ASSOCIATES, P.C.

700 TIMES BUILDING SUBURBAN SQUARE ARDMORE, PA 19003



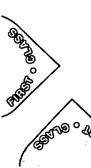
# FIRST CLASS MAIL

03-17-09A09:51 RCVD



GENERAL MOTORS CORPORATION CHEVROLET DIVISION P O BOX 33170 DETROIT, MI 48232-5170

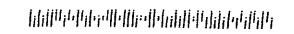












#### DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG<sup>†</sup>
TAMMY J. SCHMITT
LAURA L. APPLEGATE
NICOLE VITALE<sup>\*</sup>
SAMUEL T. LEHEW<sup>\*</sup>

\*MEMBER OF PA AND NJ BARS

\*MEMBER OF PA AND NY BARS

700 TIMES BUILDING
SUBURBAN SQUARE
ARDMORE, PA 19003

I (800) MY-LEMON
I (800) 695-3666

(215) 665-7660
FAX (215) 563-8738

NEW JERSEY OFFICE

100 CENTURY PARKWAY SUITE 305 MT. LAUREL, NJ 08054 (856) 797-0703 FAX (856) 983-6123

PITTSBURGH OFFICE

2325 GRANT BLDG. 330 GRANT STREET PITTSBURGH, PA 15219 (412) 894-9970 FAX (412) 894-9983

March 12, 2009

www.MyLemon.com

GENERAL MOTORS CORPORATION CHEVROLET DIVISION P O BOX 33170 DETROIT, MI 48232-5170

RE: Our Client:

Vehicle:

2006 Chevy Malibu

Vin #: 1G1ZT61846F

Dear Legal Department:

Please be advised this office represents the above individual under any and all of the following claims:

Pennsylvania's Automobile Lemon Law Act, Magnuson-Moss Act, Uniform Commercial Code and Unfair Trade Practices Act.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office.

The Primary non-conformities for which relief is sought include the following:

**Power Steering** 

Kindly confirm receipt of this letter, and have a representative contact our office to discuss this matter at your first convenience.

ery\truly yo\rs,

J. GORBERG

DJG/nn

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## NORTH STAR CHEVROLET, Inc.



326 Mansfield Boulevard • Carnegie, PA 15106 18/26/96 DEAL 72946 DATE . 412/279-2300 Phones 412/923-1230 RES. PURCHASER'S NAME PHONE BUS. **PURCHASER'S ADDRESS** PHONE SOC. SEC WASHINGTON, PA NUMBER CITY, STATE & ZIP PLEASE ENTER MY ORDER VENEW YOU CAR FOR THE FOLLOWING DUSED TRUCK D DEMO 61029 MAKE CHEVRINET YEAR 2005 MODEL OR **INCENTIVES** SERIES TYPE INCENTIVES COLORBLUE TRIM SUBTOTAL TO BE DELIVERED TRADE IN PAYOFF ON OR ABOUT PHONE OWED TO SALESMAN GOOD UNTIL AMOUNT \$ VERIFIED Insurance Agent I state that odometer mileage on VEHICLE BEING PURCHASED described The state of the state of the state of the state of Address ા મારા મારા માટે તેને જો છે. જે જે જે જો at time of transfer. ज<del>ार है। का दूर दें जिन्</del>न का Phone (Check the following statement, if applicable) ☐ I further state that the actual mileage differs from the odometer reading for Insurance Carrier that the actual mileage is reason Policy Number unknov SIGNATURE OF FRANSFEROR (DEALER OR AGENT) DATE Effective Date From 9/21 (10) [06, 725 187, Comp. 188, 389, Coll. Fadersi regulations require the obomister mileage to be stated upon transfer of ownership. An inaccurate statement may make the transferor liable for damages to the transferor, pursuant to section 499(a) of the Motor Vehicle information and Cost Savings Act of 1972, Public Res. 92-515: THE Selfar NORTH STAR CHEVROLET, Inc., Kereby expressly disclaims all warrantes; either express or implied; including any implied warranty of merchantability or filhess for a perficular purpose, and NORTH STAR CHEVROLET, Inc. helling assumes for it any liability in connection with the sele of the vehicle. Dealer shall not be obligated to sell; until approval of the terms hereof is given by a bank or linance company willing to purchase a retail installment contract between the parties hereto based on such terms. I state that odometer mileage on USED VEHICLE TRADED-IN described AMIOTAL 5469. FORTINY REPORTE TRADE ALLOWANCE OR DISCOUNT 8/26/**9**6 unknown. USED VEHICLE TRADE IN AND/OR OTHER CREDITS STOCK NO MONEY DIFFERENCE COLOR SALES TAX SERIAL NO. - I CHARLES na glavo anni da kara ge day NOTARY FEES THE TOX STOCK NO. MAKE YEAR: MODEL OR SERIES DOCUMENTARY & TIRE TAX COLOR TOTAL 11005 SERIAL NO PAYOFF This contract is not binding upon either the dealer or the purchaser, until signed by an authorized dealer representative. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS DOWN PAYMENT CONTRACT SIGNED BY AN SERVICE CONTRACT WRITTEN NOTICE OF CAN SERVICE CONTRACT TAX Purchaser's Signatur TOTAL. Accepted By

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Factory Warranty: if a Manufacturer's Printed Warranty is delivered with the vehicle or chassis such warranty is a contract solely between the Manufacturer and Purchaser. The Seller is not a party to such contract and such Warranty is not a part of the sale of bargain between the Purchaser and Seller. "The information you see on the window form for the vehicle is part of this contract.

Information on the window form overrides any contract provisions in the contract of sale."

NORTH STAR CHEVROLET, INC.

PROCEIVED OF

RECEIVED OF

RE

Power steering is defective. Problem is intermittant and occurs at speeds under 15 mph. Wheel becomes stiff and hard to turn. Two dealers were unsuccessful in correcting problem (see repair records).

Problem still exists. Dealers stated vehicle is safe to drive Will seek additional repairs in the future.

I can be constacted at

between 2-5 PM.

Thank you,

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: JUN 30; 2009 VALID: 04/25/08

PLATE:

VIN: YR/MAKE:

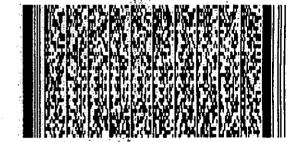
1G1ZT61846F : 2006 CHEVROLET SW

TYPE: WID:

08116 3903 361456-001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: WASHINGTON

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



WASHINGTON PA







www.washingtonchevy.com

## THE FEELING IS GENUINE

1 Raymond Boulevard • Washington, PA 15301 • Phone (724) 914-6057 • Fax (724) 914-6244

wo 5 <b>4172</b>	IGIZT	61846F						DATE IN D2/18/08
006 ILES IN	MAKE CHEVROLET MILES OUT	MALIBU MAX FIRST USE	COLOR USC.	 Washington pa				TIME IN 08:08
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	W/C	INT	CUSTOMER
DISCLAIMER OF WARRANTIES  Any warranties on the product sold hereby are those made by the menufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied werrantly of merchanizability of finess for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any lenitation contained herein does not apply where prohibited by law.  **CUSTOMER SIGNATURE**  Page 1 of 1 Job 54172 Reprint (1)  54172 Customer Copy	105.69 286.48 .00 .00 .00 392.17 .00 392.17	.00 Labor .00 Parts .00 Sublet .00 .00 Oil/Grease .00 Sub Total .00 Tax .00 Total	.00







## www.washingtonchevy.com

#### THE FEELING IS GENUINE

1 Raymond Boulevard • Washington, PA 15301 • Phone (724) 914-6057 • Fax (724) 914-6244

rvo 54357	7 1G1Z1	r 6 1 8 4 6 F			·		DATE IN 02/25/08
EAR 2006	MAKE CHEVROLET	MALIBU MAX	COLOR				TIME IN 08:04
41LES IN 640C	MILES OUT 6400	FIRST USE 00/00/00	USC.	WASHINGTON PA			CLOSED 02/27/08
see Lso				RES. H	BUS. W: (724)	•	WRITE®461 MATT
		ING SEEMS STII		E7631	2T OA	T02 11	83.04
	LACE P/S ASS			(F) 25805894		1	282.31
				Total Labor	• • • • • • • • • • • • • • • • • • • •		. 83.04
				Total Parts			. 282.31
	-9730 DORSEY						

Any warranties on the product sold hereby are those made by the manufacturer. The selfer hereby expressly disclaims all warranties either expressed or implied. Including any implied warranty of merchanisability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any firntiation contained herein does not apply where prohibited by law.  CUSTOMER SIGNATURE   83.04  282.31  .00 Parts .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	· · · · · · · · · · · · · · · · · · ·	W/C	INT.	CUSTOMER
54357 Customer Copy	Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchanishility of timess for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any firstitation contained herein does not apply where prohibited by law.  CUSTOMER SIGNATURE  Page 1 of 1 Job 54357 Reprint (1)	83.04 282.31 .00 .00 .00 365.35	.00 Labor .00 Parts .00 Sublet .00 .00 Oil/Grease .00 Sub Total .00 Tax	.00

Customer Number: 33785 Invoice No: 68090 \*INVOICE\* PAGE 1 WASHINGTON, PA 2939 Washington Rd. (724) 941-5160 Home: Bus: Cell: PO Box 1919 (412) 344-8000 McMurray, Pa 15317 R: 253 JOHN J PONIKVAR Email: www.sunchevy.com SERVICE ADVISOR COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN / OUT TAG ..BLUE 06 CHEVROLET MALIBU 1G1ZT61846F T755 13600 13600 DEL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT INV DATE 260CT06 WAIT 04DEC08 79.00 CASH **04DEC08** R.O. OPENED READY OPTIONS: DLR:NORTHSTA ENG:3.5\_Liter\_MFI\_OHV 04DEC08 04DEC08 SECTION OPCODE TECH **TYPE** LIST NET TOTAL A CUSTOMER STATES THAT THE THE POWER STEERING GETS VERY HARD TO TURN AT TIMES...(INTERMITTANT) MISC ORDERED PARTS WILL CALL WHEN PARTS COME IN 0.00 LABOR: 0.00 OTHER: 0.00 CUSTOMER STATES THAT THE ONE KEY FOB DOES NOT WORK AS FAR AWAY AS THE OTHER ONE... SOMETIMES IT WILL NOT START THE CAR
CAUSE: INTERNAL FAULT IN TRANSMITTER R4490 TRANSMITTER, REMOTE DOOR/REAR COMPARTMENT LOCK REPLACE 12538938 BATTERY 22733524 TRANSMITT (N/C) PARTS: LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00 CUSTOMER STATES THAT THE COVER ON THE DRIVER'S SIDE VANITY MIRROR ON THE SUN VISOR IS DISCONNECTED INTORDER PART WILL GALL WHEN PART COMES IN 451 C hrs. **OTHER:** 0.00 ଂ 0 :00 ା Customer ( STATEMENT OF DISCLAIMER **Service Department Hours:** The factory warranty constitutes all of the

Monday 7:30 AM to 8:00 PM
Tues. - Wed. 7:30 AM to 6:00 PM
Thursday 7:30 AM to 8:00 PM
Friday 7:30 AM to 6:00 PM

The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

		Custoniei	COPY
	DESCRIPTION	TOTAL	S
9	LABOR AMOUNT		0.00
S	PARTS AMOUNT		0.00
r	GAS, OIL, LUBE		0.00
f	SUBLET AMOUNT		0.00
;	MISC. CHARGES		0.00
1	TOTAL CHARGES		0.00
	LESS INSURANCE		0.00
┙	SALES TAX		0.00
	PLEASE PAY THIS AMOUNT		0.00

Copyright 2000 ADP, Inc.

Customer Number: 33785

Invoice No: 68521



\*INVOICE\*

PAGE 1

WASHINGTON, PA

17DEC08

Bus: Home: Email:

Cell:

2939 Washington Rd. PO Box 1919

McMurray, Pa 15317

(724) 941-5160 (412) 344-8000 www.sunchevy.com

	253 JOHN J PONIKVAR	
VIN	CLICENSE MILEAGE IN / OUT	TAG
	40017 13031	T032

COLOR	YEAR		MAKE/MODEL			VIN 🐃 🛴	LICENSE	MILEAGE	IN / OUT	TAG .
BLUE	06		CHEVROLET N	MALIBU	1G1Z1	761846F	_	13917	13921	T032
		<u> </u>	WARR EXP		ED 💮	PO NO:	RATE	PAYMENT	INV. D	ATE
2000706				WAIT 17DE	FC08		79.00	·CASH	17DE	C08

OPTIONS: DLR:NORTHSTA ENG:3.5\_Liter\_MFI\_OHV R.O. OPENED READY 17DEC08

TOTAL LIST NET والمرتج SECTION TECH TYPE OPCODE

CAUSE: REPLACE COIL AND GROUND AS PER BUL #080232005

MISC REPLACE COIL AND GROUND hrs. 1. 12581176 HARNESS 11588715 BOLT 2436162 F-WASHER V 12595088 W-COIL

11570082 BOLT OTHER: 0.00 PARTS: 0.00 LABOR: 0.00

B CUSTOMER STATES THATTHE COVER ON THE VANITY MIRROR IS LOOSE

CAUSE: LOOSE - REPLACE

C2035 MIRROR, VISOR VANITY REPLACE hrs.

15855088 SUNSHADE

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

\$ 0.00

\$ . 0.00

Customer Copy

## **Service Department Hours:**

Monday 7:30 AM to 8:00 PM Tues. - Wed. 7:30 AM to 6:00 PM Thursday 7:30 AM to 8:00 PM Friday 7:30 AM to 6:00 PM

The factory warranty constitutes all of the warranties with respect to the sale of this The Seller hereby expressly item\items. disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

STATEMENT OF DISCLAIMER

TOTALS DESCRIPTION 0.00 LABOR AMOUNT 0.00PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 0.00**TOTAL CHARGES** 0.00 LESS INSURANCE 0.00 SALES TAX PLEASE PAY 0.00THIS AMOUNT

Copyright 2000 ADP, Inc.

0





# **GM** Parts

#### www.washingtonchevy.com

THE FEELING IS GENUINE

1 Raymond Boulevard • Washington, PA 15301 • Phone (724) 914-6057 • Fax (724) 914-6244

<sub>ВО</sub> 6539	VIN O 1 7 TO	. 6 1 0 4 6 7			DATE IN
YEAR		61846 F			03/02/09
2006	CHEVROLET	MALIBU MAX			TIME IN 07:42
1534		FIRST USE 10/26/06	USC.	WASHINGTON PA	CLOSED 03/02/09
SEE U.SO				RES BUS H W: -	WRITE 0461 MATT
L) C/S	S SCREWS AT HA	TCH RUSTED, PA	ARTS IN		
RE	PLACE SCREWS O	N TAILGATE CE	ROME STRIP	B5500 5W VD T10 3	23.72
RUS	STING, CLEAN OF	F STRIP		(F) 11515894 (SCREW TA) 4	13.56
				Total Labor	23.72
				Total Parts	13.56
(10	0-8753 BRIGGS-	)	<u>A</u>	Total Repair (Warranty )	37.28
() C/S	POWER STEERI	NG BINDS AND	CLUNKING IN F/E	N	
D				E7700 2E NE T10 5	39.53
REP	LACE I SHAFT	- EXCESSIVE S	SPLINE CLEARANCE	1-, (	122.47
				Total Labor	39.53
/10	0752 BDIGGS	,	_	Total Parts	122.47
(10	-8753 BRIGGS-	) 	A	Total Repair (Warranty )	162.00
) ORD	ER VISOR MIRRO	OR	<del></del>		
				Labor T10	.00
(10	-8753 BRIGGS-	}	A	Total Repair, (Warranty )	00



	W/C	INT.	CUSTOMER
DISCLAIMER OF WARRANTIES  Any warrantes on the product sold hereby are those mode by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of timeses for a particular purpose, and reither assumes nor authorizes any person to assume for it any lability in connection with the sale of said products. Any finitiation contained herein does not apply where probabiled by law.   CUSTOMER SIGNATURE  Page 1 of 1 Job 65394  65394 Curtomer Copy	63.25 136.03 .00 .00 .00 199.28 .00 199.28	.00 Labor .00 Parts .00 Sublet .00 Paint & Mate .00 Cil/Grease .00 Sub Total .00 Tax .00 Total	.00

#### RELEASE OF CLAIM

Wc. (hereinafter referred to as "Releasor(s)"), on behalf of myself/ourselves and my/our assigns, heirs and executors, in consideration of \$3,400.00 inclusive and 36 month/ 45,000 mile (whichever comes first) Steering Component Letter which begins with the current date and odometer shown on this release paid by General Motors Corporation, hereby release(s) and discharge(s) General Motors Corporation, its subsidiaries, its authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by General Motors Corporation, and their respective agents and employees from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2006 Chevrolet Malibu MAXX bearing Vehicle Identification Number 1G1ZT61846F ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Corporation agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against General Motors Corporation, Releasor(s) immediately will dismiss the proceeding with prejudice.

The subject vehicle's mileage is 17, 4/5 on the date of the signing of this release.

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

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

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

DATE SIGNED: 5-22-09	
	Claimant's Signature
-	
	Audress
Washington, Fa City, State, Zip Cod	Washington PA
City, state, Zip Cod	Lity, State, Zip Code
STATE OF	

COUNTY OF Phile

20 <u>/</u> , b	worn to (or affirmed) and subscribed before me this 22 day of May
	Signature-or-incitary Pariolité PENNSYLVANIA
	Motarial Seal  Marie Kahlan, Notary Public  City of Philadelphia, Philadelphia County  My Commission Expires June 13, 2012  Member, Penneylvania Actioning of Notary Public  Print, type or stamp Commissioned Name 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	
LG0024 V6302006	

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

**EXPIRY: JUN 30, 2009** 

VALID: 04/25/08

PLATE: TITLE: VIN:

1G1ZT61846F 2006 CHEVROLET

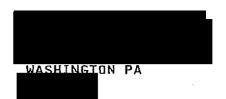
YR/HAKE: TYPE:

SI

TYPE: SI

08116 3903 361456-001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: HASHINGTON





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

#### Form **W-9** IREV. (br.) ary 2003)

#### Request for Taxpayer Identification Number and Certification

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

piesig	Reversal Staylog		send to the IRS,
Print or type se Specific Instructions on page 2.	Check appropriate box: Individual Sole propriate box: Sole propriate box: Check appropriate box: Check appropriate box: Individual Sole propriate box: Indi	fetor Corporation Partnership Other >	Exempt from hackup withholding
տ Part	Taxpayer Identification	Number (YIN)	
Dage :		ndividuals, this is your social security number (SSN). alor, or disregarded entity, see the Part I instructions on or identification number (SIN). If you do not have a pumber,	Social security murphy:
	If the account is in more than one ga	nia, see the chart on page 4 for guidelines on whose number	Or Employer Identification monther
Part	<del></del> -		<u> </u>
Under	panallies of perjury. I certify that:		

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withhniding because: (a) I am exempt from backup will holding, or (b) I have not been notified by the Internal
  notified matthat I am no longer subject to backup withholding as a result of a follow to report all interest or dividends, or (c) the IRS has
- 3. I am a U.S. person [including a U.S. resident rillon).

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to hankup withholding because you have foliod to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply, strangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions op/page 4.)

Sign	Signature of	 
Here	U.S. person >	 
<u> </u>		 

#### Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to hackup withholding, or
- 3. Claim exemption from backup withholding II you are a  $\sim$  U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. \$15, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alion individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision leaven as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax outposes.

If you are a U.S. resident aften who is relying on as exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident ellen.
  - 2. The freaty article addressing the income.
  - The article number (or focation) in the tax treaty that contains the saving clause and its exceptions.
  - The type and amount of income that qualifies for the exemption from tax.
  - Sufficient facts in Justify the exemption from tex under the terms of the freety article.

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

CHECK NO

06/22/09

XXXXXXXXXXXX3,400 DOLLARS

**AMOUNT \*\*\*\*\*\*\*\*\*\***3,400.00

PAY TO THE

VENDOR DUNS NO.

**VENDOR NAME** 

ARDMORE PA

North American Operations General Motors Corporation Disbursement Account

SIGNATURE

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

BB 000000049

AUDIT

1

CHECK NO.

DETACH BEFORE DEPOSITING CHECK

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

PAYMENT DATE

06/22/09

REGISTER NO. DESCRIPTION INVOICE DATE INVOICE AMOUNT DOC. REFERENCE NUMBER % DISC. DISC. AMOUNT NET AMOUNT 00.0000 3,400.00

05/29/09 VH 1-C1C7P4 .71-710264833.1-C1C7P4 3,400.00 1G1ZT61846F ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782 Н3

TOTAL

3,400.00

.00

3,400.0

May 27, 2009

Laura Applegate, Esq.
David J Gorberg & Associates
32 Parking Plz Ste 700
Ardmore, PA 19003

RE: v. General Motors Corporation

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F

Customer Relationship Specialist: Michael Nordstrom

Dear Ms. Applegate:

Enclosed please find a check in the amount of \$3,400.00 inclusive made payable to and David J Gorberg & Associates, PC to settle the above-referenced case.

A 36 month/ 45,000 mile (whichever comes first) Steering Component Letter will be sent directly to 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

## (Rev. Jamany 2003)

#### Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not

Internal Records Staylog	The same of this deligi	send to the IRS,
E   Business neare, I different flues above	herg + 4550ciates, P.C.	
Check appropriate box: Individual Sole propriate box: Sole propria	afetor Gorporation Partnership Other >	Exempt from hackup
S CONCEDATE OF THE CALL	19003 Reguesa	u's name and address (uptional,
Part I Taxpayer Identification	n Number (YIN)	
Transfer, ich ich icht bien, sole oroni	individuals, this is your social security number (SSN). Nator, or disregarded entity, see the Part Hintarctions on yor identification number (SIN). If you do not have a pumber,	Social security whiches
<b>Note:</b> If the account is in more than one $n$ to enter.	ania, see the chart on page 4 for guidelines on whose number	Employer Identification number
Part   Certification		<u> </u>
Under penalties of perjury. I certify that:		
	correct (expayer identification sumber (or I am weltho for a no	inher to be incomed to make any

- 2. 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 (RS) that I am subject to backup withholding as a result of a fallish to report all interest or dividends, or (c) the IRS has notified ma that I am no longer subject to backup withholding, and
- I am a U.S. person [including a U.S. resident rillon].

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to handup withholding because you have folice to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For multyage interest paid, anguistion or abandosment of secured property, concellation of defin, contributions to an individual retirement strangement (IRA), and generally, payments other than interest and dividends, your are not required to sign the Certification, but you must provide your correct TIM. (See the instructions on page 4.)

Sign	Signature of			<u> </u>
Here	U.S. person 🕨	- <del> </del>		11 17-18
			Uate ►	10-11-07

#### Purpose of Form

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

U.S. person. Use Form W-8 only if you are a U.S. person (including a resident aten), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to hackup withholding,
- 3. Claim exemption from backup withholding If you are a ... U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-4.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 518, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alian individual may use the terrus of a tax freety to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified In the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

lf you are a U.S. rosident alien who is :elying on an exception contained in the soving clause of a tax treaty to claim an exemption from U.S. tax on certain types of faceme, you must attach a statement that specifies the following five

- The treaty country, Generally, this must be the same. treaty under which you claimed exemption from tax as a nonresident allen.
  - The freaty article addressing the income.
  - The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
  - 4. The type and amount of income that qualifies for the exemption from tax.
  - Sufficient facts to justify the exemption from tax under the terms of the treaty article.

PAGE: 1

VIN: 1G1ZT6184 6F VIN TYPE: N	7		S	SELLG	SCE:	13	MDL	YR:	06	ORD	NO:	ксғјн8
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INCTV APPLICATN			000312443			/28/0				,000		
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RCMPR010

## VEHICLE DELIVERY/INCENTIVE HISTORY PROCESSING SOURCE: CHEVROLET

12/08/07 13:37:49

PROCESSING SOURCE: CHEVROLET 13:37:49
PAGE: 1

VIN: 1G1ZT6184 6F SELLG SCE: 13 MDL YR: 06 ORD NO: KCFJH8

ODATE: 04/24/06 ORDER FAN: OTYPE: 070 DLVY SS/SITE CD: 13 13374

DDATE: 10/26/06 DLVY FAN: DTYPE: 010 SRVC TYPE: MILEAGE:

DLVY DOE: 10/27/06 ORDER BY:

CANC: 08/31/06

CANC DOE: 09/05/06

TRADE: 08/31/06 DLVY TO:

TRD DOE: 08/31/06

SRVC IN: WASHINGTON

SRVC OUT: CANC SRVC IN: BFSO ORD DT: BFSO CUST:

PRICE ASSUR DT: PRICE ASSUR RT:

--INCENTIVES--

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DATA SCE: BARS INC MEMO NO: 00030991762 AUTH PUR CD:

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POLICY PYMT CMNT: #580- MISSING DELIVERY INFORMATION ACTV TYPE: 1

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## VEHICLE DELIVERY/INCENTIVE HISTORY PROCESSING SOURCE: CHEVROLET

12/08/07 13:37:49

PROCESSING SOURCE: CHEVROLET 13:37:49
PAGE: 2

VIN: 1G1ZT6184 6F SELLG SCE: 13 MDL YR: 06 ORD NO: KCFJH8

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MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

2006 MALIBU MAXX LT CHEVROLET MOTOR DIVISION 25U DARK BLUE METALLIC /V6G GENERAL MOTORS CORPORATION 83C TITANIUM 100 RENAISSANCE CENTER STOCK NO. ORDER NO. KCFJH8/TRE DETROIT MI 48243-1114 VEHICLE INVOICE 1AD88063093 VIN 1G1 ZT61 84 6F MODEL & FACTORY OPTIONS MSRP INV AMT RETAIL - STOCK 20165.00 19055.93 INVOICE 05/19/06 1ZT68 MALIBU MAXX LT N/C SHIPPED 05/19/06 N/C EXP I/T 05/29/06 N/C INT COM 05/30/06

N/C PRC EFF 05/18/06 KEYS G1661 G1661 WFP-S QTR OPT-1 BANK: GMAC - 004 CHG-TO 13-374

> SHIP WT: 3409 HP: 32.9 GMS: 19150.98 SUPPLR: 20009.40 MRM: 20790.00 MEMO 933.25

TOTAL MODEL & OPTIONS 20165.00 19055.93 ACT 231 19075.98 DESTINATION CHARGE 625.00 625.00 H/B 261 604.95 LAM DEALER CONTRIBUTION 201.65 ADV 261 201.65 LAM GROUP CONTRIBUTION 100.83 EXP 65A 100.83

TOTAL 20790.00 19983.41 PAY 310 19983.41

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 19075.98

REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

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

REMIT TO GMAC NO. 004 VIN 1G1ZT61846F 1AD88063093 \$ 19983.41 INV 1AD88063093 DUE 05/30/06 DEALER 13-374

NORTHSTAR CHEVROLET, INC.



#### "Laura Applegate" <lapplegate@mylemon.com> 05/18/2009 04:14 PM

To <michael\_nordstrom@gmexpert.com>
cc
bcc
Subject Re: VGM - 71-710264833

Michael, this offer is accepted.

Thanks.

---- Original Message -----

From: michael nordstrom@gmexpert.com

To: lapplegate@mylemon.com

**Sent:** Monday, May 18, 2009 12:45 PM

**Subject:** Re: v GM - 71-710264833

I can do 3400k incl and the CCL. For time sake, that is the best I can do.

Michael Nordstrom Legal Agent - BRC Legal Department Aditya Birla Minacs (866) 790-5600 Ext. 31402 / Fax: (866) 592-1363 michael\_nordstrom@gmexpert.com

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"Laura Applegate" <iapplegate@mylemon.com>

05/18/2009 02:05 PM

To <michael\_nordstrom@gmexpert.com> cc \_\_\_\_\_

Subject Re v GM - 71-710264833

Michael.

I can counter with 4900 plus the letter.

Thanks

---- Original Message -----

From: michael nordstrom@gmexpert.com

To: lapplegate@mvlemon.com

Sent: Monday, May 18, 2009 11:29 AM Subject: v GM - 71-710264833

Laura,

Will your client accept 2400k and a 36/45 Steering CCL

Best,

Michael Nordstrom Legal Agent - BRC Legal Department Aditya Birla Minacs (866) 790-5600 Ext. 31402 / Fax: (866) 592-1363 michael\_nordstrom@gmexpert.com

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No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.325 / Virus Database: 270.12.33/2120 - Release Date: 05/18/09 06:28:00

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 8.5.325 / Virus Database: 270.12.33/2120 - Release Date: 05/18/09 06:28:00

#### DAVID J. GORBERG & ASSOCIATES, P.C.

PAVID J. GORBERG\* TAMMY J. SCHMITT LAURA L. APPLEGATE NICOLE VITALE\* SAMUEL T. LEHEW\*

"MEMBER OF PAIANDING BARS IMEMBER OF PAIANDING BARS 700 TIMES BUILDING
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ARDMORE, PA 19003

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1 (800) 695-3666
(715) 665-7660
7AX (215) 563 8738

WWW.MyLomon.com

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100 CENTURY PARKWAY SUITE 305 MT. LAUREL, NJ 08054 (856) 797-0703 FAX (856) 983-6123

PITTSBURGH OFFICE

2325 GRANT BLDG. 330 GRANT STREET PITTSDURGH, PA 15219 (412) 894 9970 FAX (412) 894 9983

#### FAX TRANSMITTAL SHEET

**DATE:** March 19, 2009

TO: Mary Greer

**FAX NO:** (866) 393-8081

**FROM:** Ms. Nicole N.; David J. Gorberg & Associates, P.C.

FOR: Our client,

RE: Request for Release of Lien Form

PAGES BEING TRANSMITTED: Two (2) including cover sheet

#### **MESSAGE:**

Client payed for vehicle in full with cash. does not have access to the vehicles title at this time. Enclosed please find receipt for the cash purchase of the 2006 Chevy Malibu. Will forward copy of clients title as soon as possible. Thank you and have a great day.

IF THERE IS A PROBLEM WITH THIS TRANSMISSION, PLEASE CALL THE TELEPHONE NUMBER LISTED ABOVE.

#### THE ORIGINAL OF THIS DOCUMENT WILL:

X	NOT BE FORWARDED
	BE FORWARDED BY FIRST CLASS MAIL
	VIA HAND DELIVERY
	VIA OVERNIGHT MAIL
	OTHER

Paid Cosh in full

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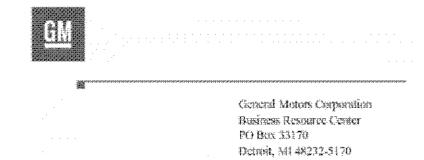
## NORTH STAR CHEVROLET, Inc.

Chevrolet

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This contract is not binding upon either the dealer of the purchaser, until signed by an authorized dealer representative. You, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS	DOWN PAYMENT -	N/Q
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Factory Warranty: The printed Manufacturer's Warranty delivered to Purchaser with the new vehicle or chassis described on the face hereof, is a contract solely between the Manufacturer and the Purchaser. The seller is not a party to such contract and such warranty is not a part of the sale or bargain between the Purchaser and Seller. Provisions Applicable to Sale of Used Vehicle — Factory Warranty: If a Manufacturer's Printed Warranty is delivered with the vehicle or chassis such warranty is a contract solely between the Manufacturer and Purchaser. The Seller is not a party to such contract and auch Warranty is not a part of the sale of bargain between the Purchaser and Seller. "The information you see on the window form for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."



April 2, 2009

VIA FAX ONLY

Rob Klodowski, Service Manager Sun Chevrolet McMurray, PA 15317

RE:

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F Customer Relationship Specialist: Mary Greer

Dear Mr. Klodowski:

This is a letter of notification regarding a legal matter involving the above referenced customer. Please provide us with copies of all dealer service documents regarding this vehicle. The specific documents needed are:

• Service and body shop repair orders of all internal, customer pay, and warranty repair orders, (to include front and back as well as technician notes). Also, include any receipts for aftermarket or dealer add-ons.

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

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

Sincerely,





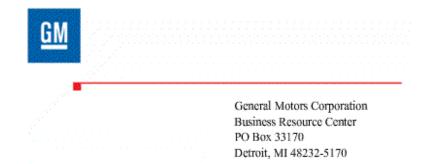












March 28, 2009

VIA FAX ONLY

Rich Caswell, Service Manager WASHINGTON CHEVROLET Washington, PA

RE:

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F Customer Relationship Specialist: Mary Greer

Dear Mr. Caswell:

This is a letter of notification regarding a legal matter involving the above referenced customer. Please provide us with copies of all dealer sales and service documents regarding this vehicle. The specific documents needed are:

• Service and body shop repair orders of all internal, 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, **right away**, to the number on the fax cover sheet. If there are any fax difficulties or the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate.

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

Sincerely,





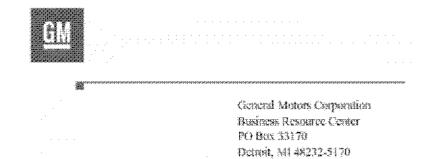












March 28, 2009

VIA FAX ONLY

Rich Caswell, Service Manager WASHINGTON CHEVROLET Washington, PA

RE:

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F Customer Relationship Specialist: Mary Greer

Dear Mr. Caswell:

This is a letter of notification regarding a legal matter involving the above referenced customer. Please provide us with copies of all dealer sales and service documents regarding this vehicle. The specific documents needed are:

• Service and body shop repair orders of all internal, 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, **right away**, to the number on the fax cover sheet. If there are any fax difficulties or the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate.

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

Sincerely,

















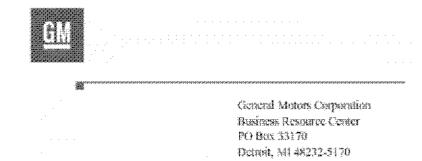
jack.h.adams@gm.com 03/29/2009 12:15 PM To mary\_greer@gmexpert.com

CC

bcc

Subject Re: Fw: 71-710264833

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.



March 19, 2009

VIA FAX ONLY

David Gorberg, Esq. David J Gorberg & Associates 32 Parking Plz Ste 700 Ardmore, PA 19003

RE:

Service Request: 71-710264833 2006 Chevrolet Malibu MAXX

Vehicle Identification Number: 1G1ZT61846F Customer Relationship Specialist: Mary Greer

Dear Mr. Gorberg:

This is to advise that General Motors is in receipt of the above referenced case dated March 12, 2009. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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

	Copy of owner's current title and/or registration	Finance agreement
$\boxtimes$	Other: Signed Release of Lien Information form	Buyer's agreement
	General Motors Corporation	
	ATTN: BRC Legal	
	P.O. Box 33170	
	Detroit MI 48232	

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

Sincerely,















#### RELEASE OF LIEN INFORMATION

I	,		
(Client's Name) (Client's Social Security Number)			
hereby authorize	me)		
(Lien holder Nar	me)		
(Lien holder Address)	(Lien holder Phone Number)		
to release any and all information regardi	ng my loan account #(Account Number)		
with			
(Lien holder Name)			
to General Motors Corporation, including loan payoff amount, and per diem inform	g but not limited to a complete payment history of my accounation.	t, a	
Date			
VE	HICLE INFORMATION		
The current vehicle mileage is	Date mileage read:		
Signature	Signature		















#### Privileged and Confidential Information

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

#### <u>Last updated by Michael Nordstrom on 5/19/09</u> <u>Settled for 3400k incl and 36/45 Steering CCL</u>

By: Dianna Barber State: PA

Customer Name: Service Request: 71-710264833 GM Legal File No.: N/A

Vehicle ID No.: 1G1ZT61846F In Service Date: 10/26/2006 Vehicle is: NEW BAC Code: 204396

Year, Make & Model: 2006 Chevrolet Malibu MAXX Lien holder: GMAC ☐ Other ☐: paid cash

Was TAC contacted for this vehicle (Y/N)?: **NO**, **not needed** 

Vehicle Purchased Used on: N/A

DVM requests Purchase Price of
involvement? Vehicle: \$ 20,333.41

Option D -

#### **VEHICLE REPAIR HISTORY**

If TAC was contacted, what did they say?
If TAC was NOT contacted, why? (Ask Dealership) no need for assistance with diagnostics

#### ☐ BODY/TRIM

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
3/3/08	54593	2	6697	C/S Right front outside mirror rattles / Glass is loose - Replaced right front outside mirror assembly - Paint right front outside mirror
3/20/08	55151	1	6697	C/S Front outside mirror rattles, glass is loose / Right outside mirror loose, defective part - Replaced right front outside mirror - Paint right front outside mirror
12/04/08	68090	1	13600	C/S that the cover on the driver's side vanity mirror on the sun visor is disconnected – ordered part, will call when in
12/17/08	68521	1	13917	C/S that the cover on the vanity mirror is loose / loose – replace visor vanity mirror
03/02/09	65394	1	15342	C/S screws at hatch rusted, parts in – replace screws on tailgate chrome strip, rusting, clean off strip
3/7/09	65605	1	15487	C/S Left front visor for mirror broken / Lid not staying open - Replaced left front sun shade

#### **ELECTRICAL**

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
12/04/08	68090	*	13600	C/S that the one key fob does not work as far away as the other one, sometimes it will not start the car / internal fault in transmitter – replace transmitter remote door/rear compartment lock
2/23/09	65184	*	15230	C/S Key FOB inoperable / Tested on tester and failed, found battery hold down loose from board

#### STEERING

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
02/18/08	54172	2	6389	C/S power steering assist in-op, sitting still feels like no assist / working ok now, system overload – replaced steering column
02/25/08	54357	1	6400	C/S power steering seems stiff / motor supplies insufficient torque – replace power steering assist motor
12/04/08	68090	1	13600	C/S that the power steering gets very hard to turn at times (intermittent) –ordered parts, will call when parts come in
12/17/08	68521	*	13917	C/S that the power steering gets very hard to turn / parts are in – replace coil and ground as per <b>bulletin 08-02-32-005</b>
2/23/09	65184	1	15230	C/S Binds at slow speeds - operating as designed at this time
03/02/09	65394	*	15342	C/S power steering binds and clunking in front end / excessive spline clearance – replace I shaft
				Order visor mirror

#### THE STATE LEMON LAW READS:

Days out of service: 30 or more calendar days

Repairs 3 or more

Time period: 12/12k miles

Does Lemon Law state nonconformity must continue to exist? YES

If applicable, safety-related repairs: Safety-related time period n/a

Number of repair attempts in the presumption period:	0
Total days out of service during the presumption period:	0
Total days out of service during customer's ownership:	12

#### **Accident/Insurance Information:**

Has the vehicle ever been involved in an accident? Y or N NO Did you confirm your answer with the dealer/attorney? Y or N 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? Y or N N/A Has the customer filed any insurances claims on this Vehicle? Y or N N/A If Yes. Did the insurance company deny the claim? Y or N N/A Are there any Aftermarket Modifications to the Vehicle? Y or N NO

Have you confirmed this with the dealership? Y or N YES
If "Yes" to aftermarket, please list:
PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

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 . jack.h.adams@gm.com

#### PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

Svc mgr went through his ROs - he stated that customer has brought the vehicle to the dealership 3 times since the Intermediate Steering shaft was replaced, and he has not mentioned having concerns with the steering. Svc mgr states it appears that the steering concern is repaired. He also mentioned that one visit when the customer was complaining of the steering being stiff, they checked the air pressure in his tires, and it was very low, and that was causing his steering to be stiff.

to be stiff.	pressure in his tires, and it was	very low, and that was causing his steering
PERTINENT FACTS FROM PRE	EVIOUS SRs WHICH REI	LATE TO YOUR EVALUATION
Concern: Date & Offer/Result:		
Concern: Date & Offer/Result:		
Concern: Date & Offer/Result:		
RECOM	MENDATION AND RATI	ONALE
CRS recommends denial at this time. LS reje	ected recommendation	
Empowered for 2400k to 3400k incl and 36/	45 Steering CCL	
PC accepted 3400k incl and 36/45 Steering (	CCL	
R	REASON FOR REMOVAL	
repairs are minor. There was one bulletin 08 all covered under b2b and appears to have b	3-02-32-005 which resulted in rep been repaired. The vehicle has 1	epairs within presumptive period and all othe placing of the steering coil, ground and shaft 6k miles and the last time at the dealership be any significant impairment to the vehicles
CRS FINAL OFFER: :3400k incl	DATE: 5/18/09	OFFER TO CUST: \$ ATTORNEY FEES: \$ OR INCLUSIVE OFFER: \$3400k

DATE:

PLAINTIFF'S FINAL

incl

**AMOUNT TO CUST: \$** 

DEMAND:	ATTORNEY FEES: \$ OR INCLUSIVE OFFER: \$
TEAM LEAD 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.

<sup>\*</sup> SES light is to be captured under affected component above.

NORTHSTAR CHEVROLET 5854 UNIVERSITY BLVD MOON TOWNSHIP, PA 15108 412-264-3325

TO: MARY GREEK  COMPANY: GA LEGAL DEFT  PHONE: 366-790-5600 X 1\\35  FAX: 866-393-8081  FROM: ATTY Jimages  COMPANY: NORTHSTAR CHEVROLET  PHONE: 412-264-3325  FAX: 412-264-4483  DATE: 43\69  PAGES INCLUDING COVER PAGE: 4
PHONE: \$66-790-5600 X \\\35  FAX: \$66-393-8081  FROM: ATTY Jimmore  COMPANY: NORTHSTAR CHEVROLET  PHONE: 412-264-3325  FAX: 412-264-4483  DATE: 43/09
FAX: 866-393-8081  FROM: ATTY Jimmer  COMPANY: NORTHSTAR CHEVROLET  PHONE: 412-264-3325  FAX: 412-264-4483  DATE: 4369
FROM: ATTY Jimmins  COMPANY: NORTHSTAR CHEVROLET  PHONE: 412-264-3325  FAX: 412-264-4483  DATE: 43/69
COMPANY: NORTHSTAR CHEVROLET  PHONE: 412-264-3325  FAX: 412-264-4483  DATE: 43/67
PHONE: 412-264-3325  FAX: 412-264-4483  DATE: 4/3/67
FAX: 412-264-4483 DATE: 4/3/67
DATE: 4/3/69
PAGES INCLUDING COVER PAGE: \(\frac{1}{2}\)
COMMENTS:
IF YOU HAVE ANY PROBLEMS RECEIVING THIS FAX, PLEASE CALL 412-264-3325.

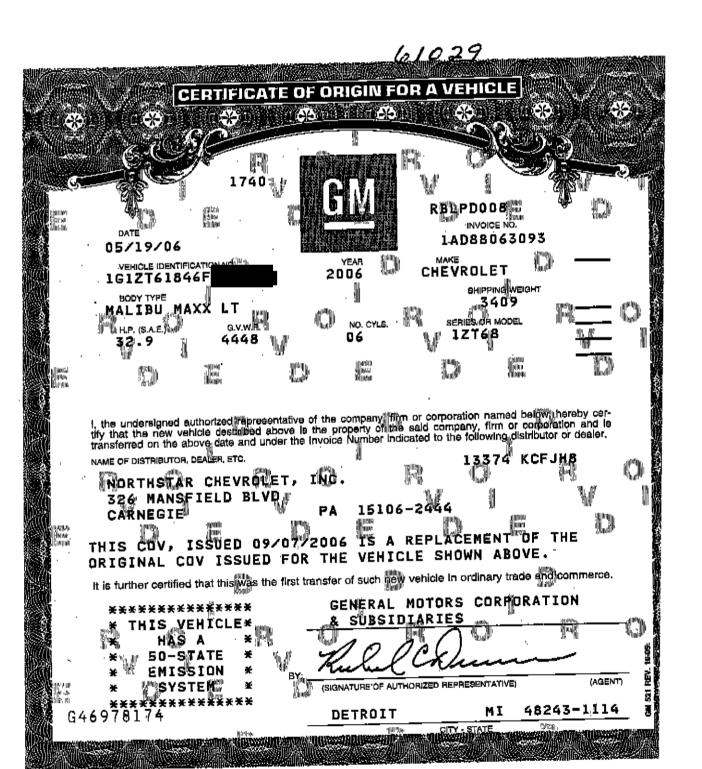


# NORTH STAR CHEVROLET, Inc.



DEAL 72946		Boulevard • Carnegie, PA 15106 00 Phones 412/923-1230	D.4856	10/26/06	
	412/2/3-20	00 Phones 412/923-1230	DATE _ Res.	10/50/08	
PURCHASER'S NAME		<del>-</del>	PHONE_ BUS.		
FURCHASER'S ADDRESS			PHONE_		• 10
CITY, STATE & ZIP. WASHINGTON, PI	4		SOC, SEC. Number		
VEHICLE BEING PURCHAS	ED	Manufacturers Suggested Retail	Price	6	
PLEASE ENTER MY ORDER YO NEW YO CAR FOR THE FOLLOWING	STOCK NO.	0,		20333	41.
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MODEL OR BODY	<del></del>	INCENTIVES AUM # Y81482	<u> 2</u>		
SERIES MALIBU TYPE S/W		INCENTIVES			
COLOR TRIM		INCENTIVES SELLING PLICE I NO	الملاك		
SERIAL NO. 161ZT61846F		\$Po.70. Fort 350.40	_	<u> </u>	↓
TO BE DELIVERED ON OR ABOUT 10/26/06		TRADE IN PAYOFF		20333	. 41
SALESMAN		OWED TO	PHON	<u> </u>	
- PENNINGTON, RAYMOND		ADDRESS	FROM	<u> </u>	
		AMOUNT \$	GOOD	UNTIL	_
		VERIFIED	DATE		
I state that odometer mileage on VEHICLE BEING PUR	RCHASED described	Insurance Agent			
shove is 22 at time of t	ransfer.	Address			
(Check the following statement, if applicable)    I further state that the actual milege differs from the	odometer reading for	Phone	∨erifie	d By:	
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unknown.	1 <del>0/26/</del> 06	Policy Number			
Federal regulations require the adometer mileage to be stated:	roon transfer of owner-	Effective Date From 0/21/05 04/21/07	Comp.	00.00 <sup>Coll.</sup> 50	0.00
Ship. An inaccurate statement may make the transferor liab transferee, pursuant to section 409(a) of the Motor Vehicle	lo for domonos to the	The Seller, NORTH STAR CHEVROLET, Inc., hereby expressly di ing any implied warranty of merchantability or fitness for a parti	CHÎSC DIVEASA	こんかん いつきてい きてんき ウロニング	ET I
Savings Act of 1972, Public Law 92-513.		vehicle. Degler shall not be obligated to self until approved	10f it eny ligi of the terms	bility in connection with the	sale of the
I state that odometer mileage on USED VEHICLE TR		company willing to purchase a retail installment contract between	on the parties	hereto based on such termi	h
above is st time of b (Check the following statement, if applicable)		SUBTOTAL			4.1
☐ I further state that the actual mileage differs from the creasons other	dometer reading for i	FACTORY REPOTE		5450	06
unknown, X	0/25/06	TRADE ALLOWANCE OR DISCOUNT	_	6459.	
	DATE		+	<u>3500.</u>	00_
USED VEHICLE TRADE-IN AND/OR OTHER	· · · · · · · · · · · · · · · · · · ·	·			-
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-SERIES MALIBU	61029A	MONEY DIFFERENCE		10364_	<b>3</b> 5
SERIAL NO.		SALES TAX	+	621.	
161NESEJØX6 SECOND TRADE		LICENSE, TITLE	+		
YEAR MAKE	STOCK NO.	NOTARY FEES		28_	50
MODEL OR SERIES / BODY TYPE			<del>- 2</del>	5-	<b>00</b>
COLOR //ATRIM		DOCUMENTARY & TIRE TAX	4/0	66.	Ø0
SERIAL NO.		TOTAL /	+	11085.	7.1
SALANCE OWED TO		PAYOFF	+		
This contract is not binding upon either the dealer or the purchaser, urized dealer representative. YOU, THE BUYER, MAY CANCEL T	HIS CONTRACT AND II	DOWN PAYMENT		-	
RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT O CONTRACT SIGNEI	F A COPY OF THIS	SERVICE CONTRACT	_ +	<b>─</b> ──	<del>/</del> A
WRITTEN NOTICE C				<del>-</del>	
Purchaser's Sig		TOTAL	+		
Accepted By		TOTAL	<u> </u>	11085	71

Factory Warranty: The printed Manufacturer's Warranty delivered to Purchaser with the new vehicle or chassis described on the face horse) is a contract solely between the Manufacturer and the Purchaser. The seller is not a party to such contract and such warranty is not a part of the sale or bargain between the Purchaser and Seller, Provisions Applicable to Sale of Daed Vehicle — Factory Warranty: If a Manufacturer's Printed Warranty is delivered with the vahicle or chassis such warranty is a contract solely between the Manufacturer and Purchaser. The Seller is not a party to such contract and such Warranty is not a part of the sale of bergain between the Purchaser and Seller. "The information you see on the window form for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."



	Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.
<b>当</b>	NAME OF PURCHASER  WASHINGTON DA
OR-DEA	ADDRESS I certify to the best of my knowledge that the adometer reading is  DEALER NAME OF DIAL BRISHIP DEALERS NUMBER  DEALER NAME DEALER NUMBER  DEALER NAME DEALER NUMBER  DEALER NAME DEALER NUMBER  DEALER NAME DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NUMBER  DEALER NU
DISTRIBUTION-DEALER	Being duly sworn upon bath says that the statements as forth are true and correct. Subscribed and sworn to me to the country of ALLECHEN Notary Public
$\vdash$	NAME OF
R-DEALE NI ROSCE	ADDRESS
DISTRIBUTOR-DEALER	DEALER NAME OF DEALEMENT DEALEMENT LIGENSE NUMBER  Being duly sworn upon cath asys that the atatements set forth are true and correct. Subscribed and sworn to me before this day of 20
35 25	- I DSE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION
CALCH WRFB 3	NAME OF: PURCHASER(8) ADDRESS
DISTRIBUTOR-DEALER	Certify (c the best of my knowledge that the adomater reading to
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EB 4	NAME OF
DISTRIBUTOR DEALER ASSIGNMENT MIMBER 4	ADDRESS
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SURE E	result in times and / or imprisonment.  I certify to the basi of minor order into the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration registing is not the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration registing in the edgration register registing in the register registing in the register registing in the register registing in the register registing in the register registing in the register registing in the register registing in the register registing in the register registing in the register registing in the register registing in the register registing in the register register register registing in the register registe
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5	whose address in

#### **DVM Jack Adams:**

Hi, my name is Mary Greer. This email is to follow up on my voicemail regarding Service Request 71-710264833 for customer. The customer's vehicle is a 2006 Chevrolet Malibu Maxx with 15,487 miles. The customer has been working with Washington Chevrolet in Washington, PA. 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,

Mary Greer

Email: mary greer@gmexpert.com Phone: 866-790-5600 X 11135 NORTHSTAR CHEVROLET 5854 UNIVERSITY BLVD MOON TOWNSHIP, PA 15108 412-264-3325

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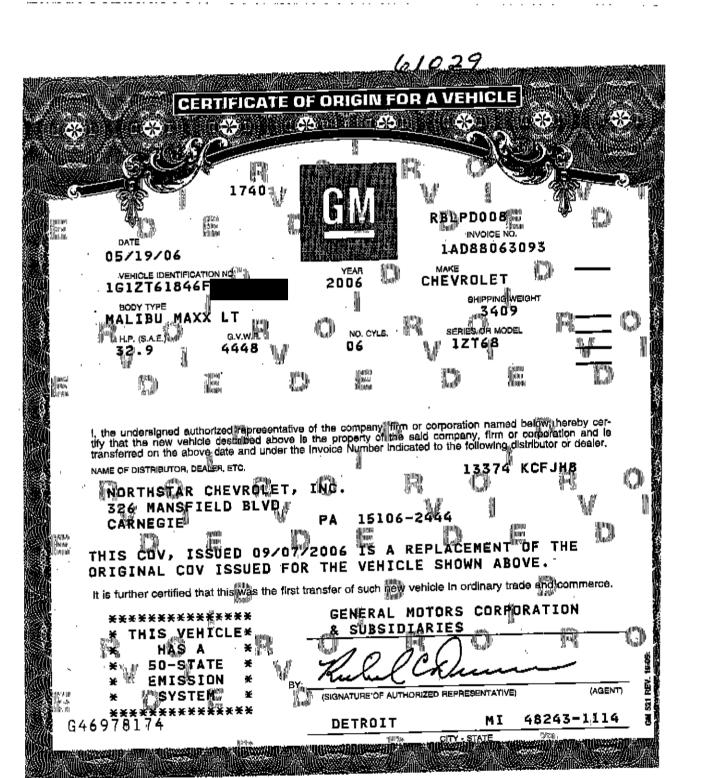


# NORTH STAR CHEVROLET, Inc. 326 Mansfield Boulevard Carpagio, PA 15106



DEAL 72946		00 Phones 412/923-1230 PA	ATE 10/26/06	
PURCHASER'S NAME			ES. ONE_	
PURCHASER'S ADDRESS		BU	US. One_	
CITY, STATE & ZIP. WASHINGTON, PO	a	soc	, SEC.	
			4BER	
VEHICLE BEING PURCHAS	SED	Manufacturers Suggested Retail Pri		1
PLEASE ENTER MY ORDER YOUNEW YOU CAR FOR THE FOLLOWING	STOCK NO.	7, -		3.41
D DEMO	61029	INCENTIVES KEDATE - 5000	- CNE	$\neg$
YEAR 2006 MAKE CHEVROLET			3- 0VE	
MODEL OR BODY	<u> </u>	INCENTIVES NOT #Y814822		
SERIES MAI TRU TYPE S/W	<u> </u>	INCENTIVES SELLION PLANE LONGIAL	L <del> </del>	—
COLOR BILLIF TRIM		5Portu 100 7150	<del>2_</del>	
SERIAL NO. 161ZT618466		SUBTOTAL		=   -
TO BE DELIVERED ON OR ABOUT 10/26/06		TRADE IN PAYOFF		<del>3141</del>
SALESMAN		OWED TO	PHONE	
- PENNINGTON, RAYMOND		ADDRESS		
			GOOD UNTIL	
	<u></u>		DATE TIME	
I state that odometer mileage on VEHICLE BEING PUP	RCHASED described	Address		
sbove is <u>22</u> at time of t (Check the following statement, if applicable)	ransfer.	<u></u>		
☐ I further state that the actual mileage differs from the crossons other than adometer fall pratten error and that the	odometer reading for		Verified By:	
unknow		Insurance Carrier HARTFORD		
/ SIGNATURE OF TRANSPEROR (DEALER OR AGE		<u> </u>	mp Coll	
Federal regulations require the adometer mileage to be stated a ship. An inaccurate statement may make the transferor liab	in for dameous to the	The Seller, NORTH STAR CHEVROLET, Inc., hereby expressly disclaim	or all warranties, althought	100.00
transferee, pursuant to section 469(a) of the Motor Vehicle Savings Act of 1972, Public Law 92-513.	Information and Cost	I neither assumes not authorizes any other person to assume for it	purpose, and NORTH STAR CHEV	VROLET, Inc.
I state that odometer mileage on USED VEHICLE TR.	ADED-IN described	vehicle. Dealer shall not be obligated to self until approval of the company willing to purchase a retail installment contract between the	<ul> <li>tarms hereof is given by a ban perties hereto basad on such ter</li> </ul>	ik or finance ma.
above is stime of tr (Check the following statement, if applicable)	ansfer.	SUBTOTAL	20225	
I further state that the actual mileage differs from the c reasons other than adometer calibration error and that the	dometer reading for			<u> </u>
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MODEL OR SERIES / BODY TYPE		DOCUMENTA THE TAXABLE PROPERTY.	<del>/ 5</del>	- 00
COLOR ATRIM			<del>/6</del> 266	.00
SERIAL NO.		TOTAL	11085	71
SALANCE QWED TO	-111 -1	PAYOFF	+	
This contract is not binding upon either the dealer or the purchaser, ur rized dealer representative. YOU, THE BUYER, MAY CANCEL TI RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT O	HIS CONTRACT AND I	DOWN PAYMENT	-	1/2
CONTRACT SIGNED BY A WRITTEN NOTICE OF CAN	, a corr or inis i	SERVICE CONTRACT	+	N/O
Purchaser's Signatu		SERVICE CONTRACT TAX	+	+ $-$
Accepted By		TOTAL	<del></del>	+-
ctory Warranty: The printed Manufacturer's Warranty delivered t	a Burchaset with the		11085	<u>.  71                                   </u>

Factory Warranty: The printed Manufacturer's Warranty delivered to Purchaser with the new vehicle or chassis described on the face hersof is a contract solely between the Manufacturer and the Purchaser. The seller is not a party to such contract and such warranty is not a part of the sale or bargain between the Purchaser and Seller, Provisions Applicable to Sale of Daed Vehicle — Factory Warranty: if a Manufacturer's Printed Warranty is delivered with the vehicle or chassis such warranty is a contract solely between the Manufacturer and Purchaser. The Seller is not a party to such contract and such Warranty is not a part of the sale of bargain between the Purchaser and Seller. "The Information you see on the window form for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."



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	R-OREENNSYLVANIA
Address of Burghane	arial Seal
Joseph A. Gra	y, Jr., Notary Public
Jackson Tw	p., Butter County
whose address is	Expires-Aug-31-2009
Member, Panneyivani	arial Seal y, 3r., Notary Public p., Butler County Expires Aug. 31, 2008
범 whose address is	

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# LAW OFFICES DAVID J. GORBERG & ASSOCIATES, P.C.

700 TIMES BUILDING SUBURBAN SQUARE ARDMORE, PA 19003



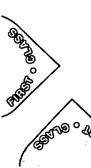
# FIRST CLASS MAIL

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GENERAL MOTORS CORPORATION CHEVROLET DIVISION P O BOX 33170 DETROIT, MI 48232-5170

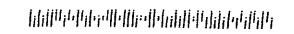












#### DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG<sup>†</sup>
TAMMY J. SCHMITT
LAURA L. APPLEGATE
NICOLE VITALE<sup>\*</sup>
SAMUEL T. LEHEW<sup>\*</sup>

\*MEMBER OF PA AND NJ BARS

 NEW JERSEY OFFICE

100 CENTURY PARKWAY SUITE 305 MT. LAUREL, NJ 08054 (856) 797-0703 FAX (856) 983-6123

PITTSBURGH OFFICE

2325 GRANT BLDG. 330 GRANT STREET PITTSBURGH, PA 15219 (412) 894-9970 FAX (412) 894-9983

March 12, 2009

GENERAL MOTORS CORPORATION CHEVROLET DIVISION P O BOX 33170 DETROIT, MI 48232-5170

RE: Our Client:

Vehicle:

2006 Chevy Malibu

Vin #:

1G1ZT61846F

Dear Legal Department:

Please be advised this office represents the above individual under any and all of the following claims:

Pennsylvania's Automobile Lemon Law Act, Magnuson-Moss Act, Uniform Commercial Code and Unfair Trade Practices Act.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office.

The Primary non-conformities for which relief is sought include the following:

Power Steering

Kindly confirm receipt of this letter, and have a representative contact our office to discuss this matter at your first convenience.

ery\truly yo\rs,

J. GORBERG

DJG/nn

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Α.	MAKE OF VEHICLE	VEHICLE IDENTIFI REQUIRED, TAPE	CATION NUMBER	(VIN). IF TRACING		DY TYPE S, ETC.)	(SDN, TK,	MODEL YEAR	TOTAL TO CONTROL OF THE PERSON OF	NAME OF STREET
_ <b>₹</b>	CHEVRULET	1617	IN BARF			5/W		96		J. 3864, 35
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	CO							R ID NUMBER	LESS TAX CREDIT	
ICANT MATION	STREET			CITY	STATE	ŽII	ر ري <sub>ا</sub> ا	COUNTY CODE	1. SALES TAX	, N/A
APP.	NOTE: If a co-purchase	MASHINGTO		mi-want the title	to he lieted so " in	nt Tenan	de With		DUE	621.86
	Right of Survivorship* (C will be issued as *Tenan estate.).	In death of one owner,	title goes to surv	riving owner.) Ch	HEOK HERE []: ON	herwise,	the title heirs or	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY		
	NOTE: IF THE VEHICLE IS TO B	E USED AS A DAILY RENTAL (	OR LEASED VEHICLE.		The State Committee of the Committee of	and the second second		· · · · · · · · · · · · · · · · · · ·	IC. (PTA) NO.	
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Ş	1ST LIENHOLDER STREET	<u> </u>		2NO CIENHOS STREET		a Lagrado A Lagrado A Lagrado	er inter	<u> </u>	LIEN FEE	•
LIEN	CITY	STATE	ZIP	cny		STAT	ŧ	ZIP	REGISTRATION OR PROCESSING FEE	.N/A
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		HARTFURD			JSSU	ING AGE	NT (PRINT N	AME)	10/21/06 AGENT	84/21/07
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AND APPLICATION	<u>s</u>									
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# NORTH STAR CHEVROLET, Inc.



326 Mansfield Boulevard • Carnegie, PA 15106 10/26/06 DEAL 72946 412/279-2300 Phones 412/923-1230 DATE RES. PURCHASER'S NAME PHONE BUS. **PURCHASER'S ADDRESS** PHONE SOC. SEC WASHINGTON, PA NUMBER CITY, STATE & ZIP PLEASE ENTER MY ORDER VENEW YOU CAR FOR THE FOLLOWING DUSED TRUCK D DEMO 61029 MAKE CHEVRINET YEAR 2005 MODEL OR **INCENTIVES** SERIES TYPE INCENTIVES COLORBLUE TRIM SUBTOTAL TO BE DELIVERED TRADE IN PAYOFF ON OR ABOUT OWED TO SALESMAN GOOD UNTIL AMOUNT \$ VERIFIED Insurance Agent I state that odometer mileage on VEHICLE BEING PURCHASED described The state of the state of the state of the state of Committee of the second second Address at time of transfer. Carecter and California Phone (Check the following statement, if applicable) ☐ I further state that the actual mileage differs from the odometer reading for Insurance Carrier that the actual mileage is reason Policy Number unknov SIGNATURE OF FRANSFEROR (DEALER OR AGENT) DATE Effective Date From 1/21 (DE 1/24 / 1977 Somp) 184 184 Coll Federal regulations require the oxionistic mileage to be stated upon transfer of ownership. An inaccurate statement may make the transferor liable for demays to the transferoe, pursuant to section \$19(a) of the Motor Vehicle information and Cost Savings Act of 1974. Public kas 92-51 to The Selfer NoRTH STAR CHEVROLET, Inc. Hereby bicaresty disclaims all warrantes; either express or infelied; including any implied warranty of merchantability or fitness for a perficular purpose, and NORTH STAR CHEVROLET, Inc. heither assistings, nor authorizes; any other person to; assume for it any liability in connection with the sele of the vehicle. Dealer shall not be obligated to sell; until approval of the terms hereof is given by a bank or linance company willing to purchase a retail installment contract between the parties hereto based on such terms. I state that odometer mileage on USED VEHICLE TRADED-IN described above is sayed s. (Check the following statement, if applicable).

I further state that the adjust mileage differs from the odometer reading for the complete reading for t at time of transfer ANTOTAL 5469. FORTINY REPORTE TRADE ALLOWANCE OR DISCOUNT a/26/**9**6 unknown. USED VEHICLE TRADE IN AND/OR OTHER CREDITS STOCK NO MONEY DIFFERENCE COLOR SALES TAX SERIAL NO. - I CHARLES na glavo anni da kara # 447 NOTARY FEES THE TOX STOCK NO. MAKE YEAR: MODEL OR SERIES DOCUMENTARY & TIRE TAX COLOR TOTAL 11005 SERIAL NO PAYOFF This contract is not binding upon either the dealer or the purchaser, until signed by an authorized dealer representative. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS DOWN PAYMENT CONTRACT SIGNED BY AN SERVICE CONTRACT WRITTEN NOTICE OF CAN SERVICE CONTRACT TAX Purchaser's Signatur TOTAL. Accepted By

Factory Warranty: The printed Manufacturer's Warranty delivered to Purchaser with the new vehicle or chaesis described on the face hereof is a contract solely between the Manufacturer and the Purchaser. The seller is not a party to such contract and such warranty is not a part of the sale or bargain between the Purchaser and Seller. Provisions Applicable to Sale of Used Vehicle —
Factory Warranty: if a Manufacturer's Printed Warranty is delivered with the vehicle or chassis such warranty is a contract solely between the Manufacturer and Purchaser. The Seller is not a party to such contract and such Warranty is not a part of the sale of bargain between the Purchaser and Seller. "The information you see on the window form for the vehicle is part of this contract.

Information on the window form overrides any contract provisions in the contract of sale."

NORTH STAR CHEVROLET, INC.

PROCEIVED OF

RECEIVED OF

RE

Power steering is defective. Problem is intermittant and occurs at speeds under 15 mph. Wheel becomes stiff and hard to turn. Two dealers were unsuccessful in correcting problem (see repair records).

Problem still exists. Dealers stated vehicle is safe to drive. Will seek additional repairs in the future.

I can be constacted at

between a-SPM.

Thank you,

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: JUN 30, 2009 VALID: 04/25/08

PLATE:

VIN: YR/MAKE:

1G1ZT61846F KE: 2006 CHEVROLET SW

TYPE: WID:

08116 3903 361456-001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: WASHINGTON

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



WASHINGTON PA







# www.washingtonchevy.com

THE FEELING IS GENUINE

1 Raymond Boulevard • Washington, PA 15301 • Phone (724) 914-6057 • Fax (724) 914-6244

wo 5 <b>4172</b>	IG1ZT	'61846F						DATE IN D2/18/08
	CHEVROLET  MILES OUT  6390	MALIBU MAX FIRST USE 00/00/00	COLOR USC.	WASHINGTON PA				TIME IN 08:08 CLOSED 02/22/08
EE LSO				RES. H:	₩: (	) -		WRITE 004 RICH
STILL SYSTE	OWER STEERI FEELS LIKE M OVERLOAD CED STEERIN		P - SITTING WORKING OK NOW	B7680 (F)15926870 Total Labor	, ,		14	105.69 286.48 105.69
	730 DORSEY-	•	A	Total Parts Total Repair				286.48

	W/C	INT.	CUSTOMER
DISCLAIMER OF WARRANTIES  Any warranties on the product sold hereby are those made by the menufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchan ability of finness for a particular purpose, and neither assumes not authorizes any person to assume for a any liability in connection with the selle of said products. Any limitation contained herein does not apply where prohibited by law.  CUSTOMER SIGNATURE  Page 1 of 1 Job 54172 Reprint (1)  54172 Customer Copy	105.69 286.48 .00 .00 .00 392.17 .00 392.17	.00 Labor .00 Parts .00 Sublet .00 .00 Oil/Grease .00 Sub Total .00 Tax .00 Total	.00 .00 .00 .00 .00 .00







## www.washingtonchevy.com

THE FEELING IS GENUINE

1 Raymond Boulevard • Washington, PA 15301 • Phone (724) 914-6057 • Fax (724) 914-6244

rio 54357	VIN 7 1G1Z1	7 6 1 8 4 6 F	,					DATE IN 02/25/08
YEAR 2006	MAKE CHEVROLET	MODEL MALIBU MAX	COLOR					TIME IN 08:04
41LES IN 6400	MILES OUT 6400	FIRST USE 00/00/00	LISC.	WASHINGTON PA			_	CLOSED 02/27/08
SEE NLSO				RES.	RUS W: (72	4) -		WRITE # 461 MATT
	DAWED 48555	ING SEEMS STI						
				77.C33	0m 01	maa	* *	
MOT	OR SUPPLIES 1	INSUFFICIENT :		E7631	2T OA	T02	11	83.04
MOT		INSUFFICIENT :		(F) 25805894	(MOTOR)		1	282.31
MOT	OR SUPPLIES 1	INSUFFICIENT :		(F)25805894 Total Labor	(MOTOR)		1	282.31 83.04
MOT REP	OR SUPPLIES 1	INSUFFICIENT :		(F) 25805894	(MOTOR)		<u>1</u>	282.31 83.04 282.31

ļ	1	W/C	INT.	CUSTOMER
		83.04	.00 Labor	.00
힏		282.31	.00 Parts	.00
5	DISCLAIMER OF WARRANTIES	.00	.00 Sublet	.00
2	Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied	.00	.00	.00
4	including any Implied warranty of merchanishility of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any firstitation contained herein does not apply where prohibited by law.	.00	.00 Oil/Grease	.00
널	To controlled in which we have on each products. Any annuation contained therein does not apply where producting by law.	365.35	.00 Sub Total	.00
20	CUSTOMER SIGNATURE	.00	.00 Tax	.00
	Page 1 of 1 Job 54357 Reprint (1)	365.35	.00 Total	.00
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빌	54357 Customer Copy			
٥	5435/ Customer Copy		l l	
2	·			
,			<del></del>	-

Customer Number: 33785 Invoice No: 68090 \*INVOICE\* PAGE 1 WASHINGTON, PA 2939 Washington Rd. (724) 941-5160 Home: Bus: Cell: PO Box 1919 (412) 344-8000 McMurray, Pa 15317 R: 253 JOHN J PONIKVAR Email: www.sunchevy.com SERVICE ADVISOR COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN / OUT TAG ..BLUE 06 CHEVROLET MALIBU 1G1ZT61846F 13600 13600 T755 DEL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT INV DATE 260CT06 WAIT 04DEC08 79.00 CASH **04DEC08** R.O. OPENED READY OPTIONS: DLR:NORTHSTA ENG:3.5\_Liter\_MFI\_OHV 04DEC08 04DEC08 SECTION OPCODE TECH **TYPE** LIST NET TOTAL A CUSTOMER STATES THAT THE THE POWER STEERING GETS VERY HARD TO TURN AT TIMES...(INTERMITTANT) MISC ORDERED PARTS WILL CALL WHEN PARTS COME IN 0.00 LABOR: 0.00 OTHER: 0.00 CUSTOMER STATES THAT THE ONE KEY FOB DOES NOT WORK AS FAR AWAY AS THE OTHER ONE... SOMETIMES IT WILL NOT START THE CAR
CAUSE: INTERNAL FAULT IN TRANSMITTER R4490 TRANSMITTER, REMOTE DOOR/REAR COMPARTMENT LOCK REPLACE 12538938 BATTERY 22733524 TRANSMITT (N/C) PARTS: LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00 CUSTOMER STATES THAT THE COVER ON THE DRIVER'S SIDE VANITY MIRROR ON THE SUN VISOR IS DISCONNECTED INTORDER PART WILL GALL WHEN PART COMES IN 451 C hrs. **OTHER:** 0.00 ଂ 0 :00 ା Customer Con STATEMENT OF DISCLAIMER **Service Department Hours:** The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The Seller hereby expressly

Monday 7:30 AM to 8:00 PM
Tues. - Wed. 7:30 AM to 6:00 PM
Thursday 7:30 AM to 8:00 PM
Friday 7:30 AM to 6:00 PM

The factory warranty constitutes all of the warranties with respect to the sale of this item\()(tem\

CUSTOMER SIGNATURE

		oudionnon dopy
2	DESCRIPTION	TOTALS
9	LABOR AMOUNT	0.00
s	PARTS AMOUNT	0.00
r	GAS, OIL, LUBE	0.00
f	SUBLET AMOUNT	0.00
;	MISC. CHARGES	0.00
,	TOTAL CHARGES	0.00
	LESS INSURANCE	0.00
╛	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

Copyright 2000 ADP, Inc.

Customer Number: 33785

Invoice No: 68521



\*INVOICE\*

PAGE 1

WASHINGTON, PA

Bus: Home:

Cell:

2939 Washington Rd.

PO Box 1919

(724) 941-5160 (412) 344-8000

McMurray, Pa 15317

www.sunchevy.com

Email:					SER	VICE ADVISO	R: 253 JOHN	J PUNKVAR		
COLOR	YEAR	MAK	(E/MODEL			VIN		MILEAGE	IN / OUT	TAG _
BLUE	06		ROLET M		1G1Z	761846F		13917	13921	T032
		DATE WAR	RR. EXP.	PROMIS	€D	PO NO:	RATE	PAYMENT	INV.	DATE
2600706		-		WAIT 17DI	EC08		79.00	·CASH	170	EC08

OPTIONS: DLR:NORTHSTA ENG:3.5\_Liter\_MFI\_OHV R.O. OPENED READY

17DEC08 17DEC08

TOTAL LIST TECH TYPE SECTION OPCODE

CAUSE: REPLACE COIL AND GROUND AS PER BUL #080232005

MISC REPLACE COIL AND GROUND hrs. 1. 12581176 HARNESS 11588715 BOLT 2436162 F-WASHER V 12595088 W-COIL

11570082 BOLT PARTS: 0:00 LABOR: 0:00 OTHER: 0:00

\$ 0.00

B CUSTOMER STATES THATTHE COVER ON THE VANITY MIRROR IS LOOSE

CAUSE: LOOSE - REPLACE

C2035 MIRROR, VISOR VANITY REPLACE hrs.

15855088 SUNSHADE

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00

\$ 0.00

Customer Cop

## **Service Department Hours:**

Monday 7:30 AM to 8:00 PM Tues. - Wed. 7:30 AM to 6:00 PM

Thursday 7:30 AM to 8:00 PM Friday 7:30 AM to 6:00 PM

The factory warranty constitutes all of the warranties with respect to the sale of this The Seller hereby expressly item\items. disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

STATEMENT OF DISCLAIMER

DESCRIPTION	IUIALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0,00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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www.washingtonchevy.com

THE FEELING IS GENUINE 1 Raymond Boulevard • Washington, PA 15301 • Phone (724) 914-6057 • Fax (724) 914-6244

RO 653:	94 1G1Z1	C 6 1 8 4 6 F	,		03/02/09
YEAR 2006	MAKE		COLOR		TIME IN 07:42
LESIN 153	MILES OUT 42   15343	FIRST USE 10/26/06	USC.	WASHINGTON PA	GLOSED 03/02/09
SEÉ ALSO				H W: -	WRITE 0461 MATT
RE	/S SCREWS AT HA RPLACE SCREWS OF USTING, CLEAN OF	ON TAILGATE CE	ARTS IN HROME STRIP	B5500 5W VD T10 3 (F)11515894 (SCREW TA) 4 Total Labor	23.72 13.56
(1	10-8753 BRIGGS-	.)	A	Total Parts Total Repair (Warranty )	. 13.56
) c/	'S POWER STEERI	NG BINDS AND	CLUNKING IN F/E	A	
D RE	PLACE I SHAFT	- EXCESSIVE S	SPLINE CLEARANCE	E7700 2E NE T10 5 (F)25962603 (SHAFT KI) 1 Total Labor	39.53 122.47 . 39.53
(1	.0-8753 BRIGGS-	)	A	Total Parts Total Repair (Warranty )	. 122.47
) OR	DER VISOR MIRR	OR			
(1	0-8753 BRIGGS-	)	Α	Labor T10 Total Repair,(Warranty)	00



INT.	CUSTOMER
.00 Labor .00 Parts .00 Sublet .00 Paint .00 Cil/Gr .00 Sub To .00 Tax .00 Total	.00 .00 .00 .00 & Mate .00 ease .00

Proform Products Inc., 412-461-0117

### RELEASE OF CLAIM

•	Me, myself/ourselves and my/our assigns, heirs and executors, in consideration of \$3,400.00 inclusive and 36 month/ 45,000 mile (whichever comes first) Steering Component Letter which begins with the current date and odometer shown on this release paid by General Motors Corporation, hereby release(s) and discharge(s) General Motors Corporation, its subsidiaries, its authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by General Motors Corporation, and their respective agents and employees from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2006 Chevrolet Malibu MAXX bearing Vehicle Identification Number 1G1ZT61846F ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Corporation agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against General Motors Corporation, Releasor(s) immediately will dismiss the proceeding with
---	---

The subject vehicle's mileage is 17, 4/5 on the date of the signing of this release.

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

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

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

DATE SIGNED: 5-22-09	
-	Claimant's Signature
Washington, Pa City, State, Zip Cod	Washington PA Dity, State, Zip Code
STATE OF	

COUNTY OF Phile

Sworn to (or affirmed) and subscribed before me this 22 day of May
Signature of Notary Pholice PENNSYLVANIA  Notarial Seal  City of Philadelphia, Notary Public  My Commission Expires June 13, 2012  Print, type or stamp Commissioned Name of Notary Public  Personally Known  OR Produced identification
OR Produced Identification
Type of identification
My commission expires:
CC: File
LG0024 V6302006

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

**EXPIRY: JUN 30, 2009** 

VALID: 04/25/08

PLATE: TITLE: VIN:

1G1ZT61846F 2006 CHEVROLET

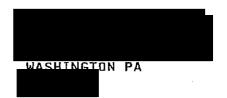
YR/MAKE: TYPE:

SW

HID:

08116 3903 361456-001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: HASHINGTON





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



# iReviolem ary 2003

### Request for Taxpayer Identification Number and Cartification

Give form to the remiester De est

Hepsitheli of the Tressury Internal Reversor Staylog		send to the IRS,
Business name, 1 d Tores	Gorhery + 4550ciates, P.C.	
Check appropriate box:	Individual  Sole proprietor	Extrapt from hackup
Arthress Insmiter, such, a control of the control o	Pa. 1900-3	nd address (uptional)
Part I Taxpayer Ide	ntilication Number (YIN)	
**************************************	your employer identification number (SIM) of you do not have a con-	=centy windber
Note: If the account is in more to enter.	than one name, see the chart on page 4 for guidelines on whose number. Employe	or r Identification number
Part   Certification		·
Under panalties of perjusy, I ce	rlify that;	
	fO'D) to the correct response idealification combos to show with the	

- Dipayer identification sumber (or I am walthy for a number to be issued to me), and
- 2. 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 (RS) that I am subject to backup withholding as a result of a fallish to report all interest or dividends, or (c) the IRS has notified ma that I am no longer subject to backup withholding, and
- I am a U.S. person [including a U.S. resident rillon].

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to handup withholding because you have folice to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For multigage interest paid, anguistion or abandosmont of secured property, conceded on of dehr, contributions to an individual retirement strangement (IRA), and generally, payments other than interest and dividends, your are not required to sign the Certification, but you must provide your correct TIM. (See the instructions on page 4.)

Sign	SignaturF	<del></del>		<u></u>
Here	Signature of U.S. person 🕨	¥		11 12 16
			Uate ►"_	<u> 12-16</u> -07

### Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding.
- 3. Claim exemption from backup withholding If you are a  $\sim$ U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-4.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 518, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alian individual may use the terrus of a tax freety to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified In the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

lf you are a U.S. rosfdent alien who is :elying on an exception contained in the soving clause of a tax treaty to claim an exemption from U.S. tax on certain types of faceme, you must attach a statement that specifies the following five

- The treaty country, Generally, this must be the same. treaty under which you claimed exemption from tax as a nonresident allen.
  - The freaty article addressing the income.
  - The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
  - 4. The type and amount of income that qualifies for the exemption from tax.
  - Sufficient facts to justify the exemption from tax under the terms of the treaty article.





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

#### **CDR File Information**

Vehicle Identification Number	1G2ZG528154
Investigator	H.V.SMITH JR.
Case Number	71-594402934
Investigation Date	Tuesday, January 29 2008
Crash Date	Thursday, January 17 2008
Filename	1G2ZG528154
Saved on	Tuesday, January 29 2008 at 10:13:10 AM
Collected with CDR version	Crash Data Retrieval Tool 3.04
Reported with CDR version	Crash Data Retrieval Tool 3.04
EDR Device Type	airbag control module
Event(s) recovered	None

#### **Data Limitations**

#### SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event, and then the Deployment Level Event will overwrite the Non-Deployment Event file.

#### SDM Data Limitations:

- -SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.
- -Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.
- -Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
- -SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.
- -Brake Switch Circuit Status indicates the status of the brake switch circuit.
- -Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.
- -Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".
- -The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.
- -If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.
- -The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.
- -Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

#### SDM Data Source

All SDM recorded data is measured, calculated, and stored internally, except for the following:

-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's





communication network.

-The Belt Switch Circuit is wired directly to the SDM.





### **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.





```
$43 FF FF FF 00 00 00 00
$44 FF FF FF FF FF 00
$45 FF FF FF FF FF 00
$46 FF FF FF FF FF 00
$47
   FF FF FF FF FF 00
$48
   FF FF FF FF FF 00
$49
   FF FF FF FF FF 00
$4A FF FF FF FF FF 00
$4B FF FF FF FF FF 00
   FF FF FF FF FF 00
$4C
$4D
   FF FF FF FF FF 00
$4E FF FF FF FF FF 00
$4F FF FF FF FF FF 00
$50 FF FF FF FF FF 00
$51 F0 00 00 F0 00 00 00
$52
   81 FF FF FF 00 00 00
$53
   FF FF FF 00 00 00 00
$54
   82 FF FF 00 00 00 00
$55
   FF FF FF FF FF 00
$67
   A0 FF 00 00 00 00 00
$68
   F8 F8 90 C0 00 00 00
$69
   80 FF FF FF FF 00 00
$6A FF FF FF 00 00 00 00
$6B FF FF FF FF FF 00
$6C FF FF FF FF FF 00
$6D FF FF FF FF FF 00
$6E
   FF FF FF FF FF 00
$6F
   FF FF FF FF FF 00
$70 FF FF FF FF FF 00
$71
   FF FF FF FF FF 00
$72 FF FF FF FF FF 00
$73
   FF FF FF FF FF 00
$74
   FF FF FF FF FF 00
$75 FF FF FF FF FF 00
$76 FF FF FF FF FF 00
$77 FF FF FF FF FF 00
$78
   F0 00 00 F0 00 00 00
$79
   81 FF FF FF 00 00 00
$7A 82 FF FF 00 00 00 00
$7B FF FF FF FF FF 00
   41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$01
$02
   01 02 03 04
$03
   41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
   01 02 03 04
$04
$06 FF FF FF FF
$07
   $08
   FF FF FF FF
$0D
   41 48 35 36 36 36 52 34 33 30 38 33 32 54 54 48
$0E
   01 5A 39 A4
$0F
   41 4A 35 36 36 36 52 34 33 30 39 32 33 33 4C 31
$10
   01 5A 39 A4
$13
   $14
   FF FF FF FF
$18 FF FF FF FF
$21
   31 12 66 1A 5E 11 91 9A
$22
   69 82
$23
    32 5A FA FA FA FA 32
$24
    32 5A FA FA FA FA 32
$25
   32 5A FA FA FA FA 32
$26
   32 5A FA FA FA FA 32
$40
   00 00
$41
    3F 00 00 06 00 18
   10 C4
$42
$43 00 00 8C 80
1G2ZG528154
```





### FIELD PHOTOGRAPHIC NOTES

DIVISION:	Pontiac	REF#	71-59440293	34
VIN:	1G2ZG52815	4		
CLAIMANT	'S NAME (LAS	T,FIRST)		
INSPECTOR	: H. VERNON	SMITH, JR		EAA
215-364-626	0			
INSPECTIO	N DATE:	1-29-08	MILEAGE:	41,127

### PHOTO ID. NUMBER AND DESCRIPTION

1,2.	Vehicle and Case ID		
18.	Odometer reading 41,127		
43.	Odometer reading 41,132 – 5 mile road test		
17,19.	No dash cluster warning lamps displayed		
3,45,67,12,13,14,15. No body damage			
8,9,10,11,33,34. Damaged wheels and tires right side			
40,41.	Right rear wheel chamber alignment out of spec. Rear suspension bent		
42.	Steering wheel off center		
31,32,38.	Front suspension, no damage evident		
20,21.	Erie Insurance estimate does not include bent R/R suspension		
22,23,24,25.	Steering trouble codes		

# EAA Inspection Request

Date: 1/28/08				
TO: $\overline{\mathbf{EAA}}$	Vehicle In	formation		
EAA/SPX Field Coordinator		G2ZG528154		
Phone: 586-582-5835	Year/Mak			
Fax: 586-582-5840	<b>Model:</b>	<u>G6</u>		
Email: eaafc@servicesolutions.spx.com	Contact's 1	Name:		
	Contact's 1			
Erom Stonhonio Wissmillor	Vehicle Lo	cation: O'Neil Buick-GMC		
From: Stephanie Wissmiller PAR Customer Relations Mgr				
PAR Customer Relations Mgr	<b>70.</b>	Warminster, PA		
Email: stephanie_wissmiller@gmexpert.com		at a Salvage/Auction Yard:		
Phone: 866-790-5600 ext.	Ins. Adj. N	lame:		
or 866-790-5700 ext.41007	Phone #:			
Fax: 866-775-9476	Claim or S	alvage ID #:		
Mailing Address: <b>GM PAR Investigations</b>	<u>Claimant l</u>	<u>Information</u>		
7401 E. Ben White	PAR File	e #: <u>71-59</u> 4402934_		
	Claimant I	Name:		
Building 3	Claimant l	Claimant Home #:		
Austin, TX 78741	Claimant \	Claimant Work #:		
	Claimant (	Cell #:		
	Address:			
		Curchville, PA		
<b>Required Actions:</b> $\boxtimes$ Advise PAR	CRM via voicemail/em	<u> </u>		
	mate Required	an of inspection date.		
<b>= •</b>	PAR File information			
		_		
Please Use Form(s):	R CRM After Inspection	11		
Accelerator/Throttle Control	Restraint-SIR/Seatbelt	s Seats		
Brake/ABS/TCS/VSES	Side Impact	Power Sliding Door		
Steering/Suspension/Tires/Wheels	Inadvertent Deployme			
	Transmission/Transax	le OTHER:		
☐ Engine Stalling ☐ Thermal Events				
Special Instructions:	-			
Interview Owner?  Yes No	Vetronix Requested	Obtain Fire/Police Report		
Other (define)				
Investigations can only	be rushed if e-mailed by o	ne of the following:		
RUSH (Name of Team Manager or Ops M		ne of the following.		
Name of Team Wanager of Ops Wi	gi Approving the Kush).	<del></del>		
E	AA Internal Use Only			
To: SA:	Date E-Mailed to SA:			
From: EAA Field Coordinator	Due Date:			
EAA SA Use Only				
Case Acceptance/Investigation: YES	NO			
Please acknowledge acceptance of this case pro		ail		
i icase acknowledge acceptance of this case pro-	mpay by phone, tax or em	an.		

**Date Report Uploaded to EAA FTP SITE:** 

GM-PAR-Chassis, Rev. 06/20/97

(page 1 of 6)

# PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION

### STEERING, SUSPENSION, AXLE, TIRE & WHEEL SYSTEMS

<u></u>					
Division: Pontiac F	Ref# 71-594402934	VIN: 1G2ZG528154			
Claimant's Name (LAST, Fir					
	Inspected By: H. Vernon Smith, Jr.  Phone: (215) 364-6260 x Inspection Date: 1-29-08 Mileage at Inspection: 41,127				
	I INSPI	ECTION SUMMARY			
Following the inspection, so	ummarize the tests an	nd observations:			
Turning at a curve in the roup. Unable to turn the whee	Driver's mother stated her son, was on Centennial Drive, a residential area in Warminster, PA.  Turning at a curve in the road he heard a warning buzzer. All the dash lights came on and the steering locked up. Unable to turn the wheel he hit the curb. Inspection showed no mechanical defects. No dash warning lamp. Per service manager roads snow covered night of incident.				
photos and page 5. Five mi	ile stop/go road test, s	steering wheel off center to	50 and C0176 displayed. See the RIGHT. Normal steering -0900 GM's position and handling		
	II INTERVIE	W - VEHICLE HISTOR	Y		
Note to the inspector: In quincident/allegation.  1. <i>Name, address &amp; phone</i> 18966, ph.  2. <i>Prior collision</i> damage (despaired by:	<i>number</i> of person bei date, description, etc.)	ng interviewed:	Churchville, PA		
3. Describe existing vehicle Warning buzzer all dash lan		e of the incident(e.g. warnir	ng lights "On", tires worn, etc.):		
4. Repairs outside of warra	anty (what, when, by w	hom?): unknown			
5. Other <i>vehicle history</i> information (from person being interviewed or GM Warranty History)? None relevant					
6. Last maintenance (date,	description, by whom	?): Unknown			
	III INTERVIE	W - INCIDENT DETAIL	S		
If vehicle is a truck, or a car trailer: lbs, Load des		e time of the incident, estim	ated total weight of cargo and		

Describe the following:	Before the Incident	At the Beginning* and During the Incident
Steering (normal, other)	Normal	Hard steering, not possible to control vehicle
Suspension (normal, other)	Normal	Normal
Engine (normal, other)	Normal	Normal
Transmission (normal, other)	Normal	Normal
Electrical (normal, other)	Normal	Normal
Warning lights/messages	None	All dash lamps came on
Unusual noises (from where?)	None	Warning buzzer
Smoke/steam (from where?)	None	None
Other	None	None

<sup>\*</sup>The beginning of the incident is the start of the sequence which resulted in the incident.

Exact incident location: centennial Dr Warminster PA.

Surface where incident occurred:

Type: Concrete, ASPHALT, Gravel, Crushed Rock, Dirt, or Other? Describe:

Condition: Wet, Dry, Icy, or Other? If other, specify: Snow

Estimated vehicle speed 15 MPH Source of estimate: Driver's mother, Mrs. Irwin

Incident occurred while: Accelerating, turning, Braking, Coasting, Driving normally: Turning

What did you do after you realized something was wrong? Describe: Continued to try and steer through the bend in the road.

Any other comments or observations that have not been covered? Owner had received GM information letter on electronic steering problems prior to incident.

### IV VEHICLE INSPECTION

The vehicle inspection documents the physical evidence via color photographs and written observations. By recording your observations in the following section, you will be following a methodical inspection format.

Take color photographs of the following:

A. Exterior:

Front

Right side

Rear

VIN

Left side

**Comments: No damage** 

B. Corner assemblies, if applicable:

Struts/shocks

**Springs** 

**Control arms** 

**Ball joints** 

Steering knuckles

**Axle assemblies** 

Comments: R/R suspension bent – not included in Erie Insurance repair estimate.

C. Interior:

Instrument panel & odometer

Comments: No warning lamps displayed.

D. Underhood:

Engine compartment
Steering linkage
Steering
Power steering lines/hoses, connections/clamps

Comments: Power

E. Underbody:

Steering linkage

Scrapes or impact damage on the following:

Fuel tank
Tires/Wheels

Etc.

Comments: Right side tires and wheels damaged

F. General Observations (Take photographs if applicable):

Anything on vehicle which is after-market: No

Anything on vehicle which is a modification: No

Anything on vehicle which is unusual, out-of-place, etc.: No

Other relevant information: None

#### **V** CHASSIS INSPECTION

Record your observations and measurements for the sections and questions which relate to the incident and items which were inspected. Write N/A for sections and questions unrelated to the customer allegation.

#### A. STEERING, SUSPENSION, WHEELS, AXLES:

Use the following table to identify what you did and what you found during the inspection. Identify the tests and test results for the applicable items. Describe anything relevant to the allegation that is not in normal working condition, does not function properly or is a non production part. Take appropriate photographs, and indicate whether or not a photograph was taken.

	(page 4 of 6)
	OBSERVATIONS/TEST RESULTS
Steering system	Trouble codes in electronic system. Steering wheel off center
Steering linkage	No defects
Gear/rack and pinion	
Steering column, ignition	No defects
switch, intermediate shaft	
Steering pump, drive, hoses,	
connections, flow, pressure	
PS fluid level and condition	Electronic steering
Steering knuckle	Normal
Suspension components - LF	Normal
RF	Normal
LR	Normal
RR	Misaligned
Rear axle assembly	No damage
Deformation to the frame	
_	OBSERVATIONS/TEST RESULTS
Describe evidence of axle/	None evident
suspension/ tire contact with	
frame, body or components	
Describe contact of the	None evident
under- carriage with the road	
surface (road, shoulder, curb,	
or grass)	
Electronic level control	None
system/components	
Engine (normal, other)	Normal
Electrical (normal, other)	Normal
Warning lights/messages	None
Wheels (damage/impact	Right front & rear wheel and tire damage
marks)	
Codes/numbers for failed	See below
components. Describe	
Other Vetronix	No event recorded

B. ECM/PCM	B. EC	M/P	CM
------------	-------	-----	----

Stored codes? (Y/N)  $\underline{Y}$  If yes, list code number and description.

CODE C0550 C0170	COUNTS	DESCRIPTION Steering module internal electronic failure Steering system thermal error temperature high	
Other co	omments:		-

- C. <u>ROAD-SENSING SUSPENSION/SPEED-SENSITIVE SUSPENSION</u> (Fill out this section for suspension allegations on vehicles equipped with road-sensing suspensions/speed-sensitive suspensions)
- 1. Enter Diagnostics per the service manual and record any current or history codes. (Enter "none" if no codes are present)

CURF			DE	COUDTION				
CODE	<u> </u>	<u>DESCRIPTION</u>						
HISTO	_		DE	SCRIPTION				
	= 							
Follo	w the procedure	s in the service r	nanual to determir	ne the cause of t	he stored codes wh	ich relate to the		
allega	ation. State which	ch procedures we	ere followed, reco	rd the results of	each test, and state	the root cause of		
			require disassem ed to be disassem		nts. Follow the prodi	edure in the		
2. Ins	spect the system	n wiring, connect	ions, and compon	ents for damage	e. Indicate whether t	the damage was		
		ent. Comments:	iono, una compon	onto for damage	inalogio mionio	ino damago wao		
3 04	ner comments:							
3. Ou	ier comments.							
D TI	RE INSPECTION	I						
		<u>.</u>						
1. <u>ID</u>	ENTIFICATION:							
					AVE. TREAD			
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH			
	(Goodyear)	(Eagle GA)	( <u>P205/70R15)</u>	<u>(psi)</u>	32nds of inch			
LF	<u>Federal</u>	<u>657</u>	215/60R16	<u>27</u>	<u>8</u>			
RF	<u>Federal</u>	<u>657</u>	215/60R16	<u>25</u>	<u>8</u>			
LR	<u>Federal</u>	<u>657</u>	215/60R16	<u>27</u>	<u>8</u>			
RR	<u>Federal</u>	<u>657</u>	215/60R16	<u>26</u>	<u>8</u>			
		to tires, such as		ue to impact, cu	ts, tread separation	, flat spots etc.		
	IDEWALL MARK	(ED						
LR _					·			
RR S	IDEWALL CUT							

2. TIRE	PLACARD DA	ATA:		(1-19-1-1)				
			on driver's door edge or i	nside the decklid)				
		SIZE	PRESSURE (psi)	PRESSURE AT MAXIMUM LOAD(psi)				
TIRES		215/60R16	30					
SPARE T	ΓIRE		_					
				<del></del>				
			VI SITE INSPECT	TION				
points of color pic pictures Commer	Make a diagram of the incident scene showing where the vehicle started, the path of the vehicle, and all points of impact. Make measurements and record on the diagram. Inspect the scene for tire marks. Take color pictures and enter comments below. If significant other vehicle or property damage occurred, take pictures of the damage, if possible, and make notes as necessary. Comments:  Not relevant							
			VII Other Report Inf	ormation				
Check here if there was evidence of a "Fire-Related" event.  According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine.								
Attachments: (Check all that apply)								
⊠ Phote	ographs	□ Data Down!	oads					





### CDR File Information

Vehicle Identification Number	1G2ZG528154
Investigator	H.V.SMITH JR.
Case Number	71-594402934
Investigation Date	Tuesday, January 29 2008
Crash Date	Thursday, January 17 2008
Filename	1G2ZG528154
Saved on	Tuesday, January 29 2008 at 10:13:10 AM
Collected with CDR version	Crash Data Retrieval Tool 3.04
Reported with CDR version	Crash Data Retrieval Tool 3.04
EDR Device Type	airbag control module
Event(s) recovered	None

### **Data Limitations**

### SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event, and then the Deployment Level Event will overwrite the Non-Deployment Event file.

### SDM Data Limitations:

- -SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.
- -Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.
- -Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
- -SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.
- -Brake Switch Circuit Status indicates the status of the brake switch circuit.
- -Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.
- -Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".
- -The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.
- -If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.
- -The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.
- -Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

### SDM Data Source

All SDM recorded data is measured, calculated, and stored internally, except for the following:

-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's





communication network.

-The Belt Switch Circuit is wired directly to the SDM.





# **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

\$01 \$02	00 30	03	00	00	00	00	00
\$03	02	00	00	00	00	00	00
\$04	02	00	00	00	00	00	00
\$05	00	00	00	00	00	00	00
\$06	00	0A	00	00	0A	69	82
\$07 \$08	00 DC	20 83	00	00	00	00	00
\$09	00	58	58	00	00	00	00
\$0A	00	00	00	00	00	00	00
\$0B	3C	01	01	0F	00	00	00
\$0C	80	00	80	00	00	00	00
\$0D \$0E	FF 40	35 00	C0	00	00	00	00
\$0E	BA	00	00	00	0.0	00	00
\$10	47	32	5A	47	35	32	38
\$11	31	35	34	31	34	37	36
\$12 \$13	34 00	35 00	00	00	00	00	00
\$13 \$14	00	00	00	00	00	00	00
\$15	00	00	00	00	00	00	00
\$16	03	06	0C	16	34	00	00
\$17	03	03	02	03	00	00	00
\$18 \$19	02 07	02 07	00	00	00	00	00
\$1B	3F	30	00	66	00	78	00
\$1C	3F	00	00	06	00	18	00
\$1D	00	00	00	00	00	00	00
\$1E \$1F	4F 20	4F 00	00	00	00	00	00
\$20	40	00	00	00	00	00	00
\$21	FF	01	00	00	70	00	00
\$22	00	88	00	00	00	00	00
\$24 \$25	00	00	00	00	00	00	00
\$26	00	00	00	00	00	00	00
\$27	FF	00	FF	00	00	00	00
\$2A \$2B	00	00	00	00	00	00	00
\$2D	00	00	00	00	00	00	00
\$2E	00	FF	F0	11	51	00	00
\$2F	00	FE	11	53	00	00	00
\$30 \$31	9D	00	00	00 FF	00 FF	00 80	00
\$31 \$32	FF F8	FF 80	FF FF	80	00	00	00
\$33	FF	FF	FF	FF	FF	80	00
\$34	FF	FF	FF	FF	FF	80	00
\$35 \$36	FF	FF FF	FF FF	FF	FF FF	80	00
\$30 \$37	FF F8	80	F8	FF OF	OF	CA	FE
\$38	FF	80	C0	80	FF	C0	FC
\$39	FF	FF	FF	FF	FF	80	00
\$3A	FF	FF OF	FF 1F	FF 1F	FF 3F	00	00
\$3B \$3C	7F FF	FF	FF	FF	FF	FF	C0
\$3D	FF	FF	FF	FF	FF	FF	00
\$3E	FF	FF	FF	FF	00	00	00
\$3F	00	00	F0	00	00	00	00
\$40 \$41	E0 F8	FF F8	00 90	00	00	00	00
\$42	80	FF	FF	FF	FF	00	00
1G27G	52015	4					

1G2ZG528154



1G2ZG528154



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$43 FF FF FF 00 00 00 00
$44 FF FF FF FF FF 00
$45 FF FF FF FF FF 00
$46 FF FF FF FF FF 00
$47
   FF FF FF FF FF 00
$48
   FF FF FF FF FF 00
$49
   FF FF FF FF FF 00
$4A FF FF FF FF FF 00
$4B FF FF FF FF FF 00
   FF FF FF FF FF 00
$4C
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   FF FF FF FF FF 00
$4E FF FF FF FF FF 00
$4F FF FF FF FF FF 00
$50 FF FF FF FF FF 00
$51 F0 00 00 F0 00 00 00
$52
   81 FF FF FF 00 00 00
$53
   FF FF FF 00 00 00 00
$54
   82 FF FF 00 00 00 00
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   FF FF FF FF FF 00
$67
   A0 FF 00 00 00 00 00
$68
   F8 F8 90 C0 00 00 00
$69
   80 FF FF FF FF 00 00
$6A FF FF FF 00 00 00 00
$6B FF FF FF FF FF 00
$6C FF FF FF FF FF 00
$6D FF FF FF FF FF 00
$6E
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$70 FF FF FF FF FF 00
$71
   FF FF FF FF FF 00
$72 FF FF FF FF FF 00
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$74
   FF FF FF FF FF 00
$75 FF FF FF FF FF 00
$76 FF FF FF FF FF 00
$77 FF FF FF FF FF 00
$78
   F0 00 00 F0 00 00 00
$79
   81 FF FF FF 00 00 00
$7A 82 FF FF 00 00 00 00
$7B FF FF FF FF FF 00
   41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$01
$02
   01 02 03 04
$03
   41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$04
   01 02 03 04
$06 FF FF FF FF
$07
   $08
   FF FF FF FF
$0D
   41 48 35 36 36 36 52 34 33 30 38 33 32 54 54 48
$0E
   01 5A 39 A4
$0F
   41 4A 35 36 36 36 52 34 33 30 39 32 33 33 4C 31
$10
   01 5A 39 A4
$13
   FF FF FF FF
$14
$18 FF FF FF FF
$21
   31 12 66 1A 5E 11 91 9A
$22
   69 82
$23
    32 5A FA FA FA FA 32
$24
    32 5A FA FA FA FA 32
$25
   32 5A FA FA FA FA 32
$26
   32 5A FA FA FA FA 32
$40
   00 00
$41
    3F 00 00 06 00 18
   10 C4
$42
$43 00 00 8C 80
```





# FIELD PHOTOGRAPHIC NOTES

DIVISION:	Pontiac	REF#	71-59440293	34
VIN:	1G2ZG52815	34		
CLAIMANT	'S NAME (LAS	T,FIRST)		
INSPECTOR	: H. VERNON	SMITH, JR		EAA
215-364-626	0			
INSPECTIO	N DATE:	1-29-08	MILEAGE:	41,127

# PHOTO ID. NUMBER AND DESCRIPTION

1,2.	Vehicle and Case ID
18.	Odometer reading 41,127
43.	Odometer reading 41,132 – 5 mile road test
17,19.	No dash cluster warning lamps displayed
3,45,67,12,13	14,15. No body damage
8,9,10,11,33,3	34. Damaged wheels and tires right side
40,41.	Right rear wheel chamber alignment out of spec. Rear suspension bent
42.	Steering wheel off center
31,32,38.	Front suspension, no damage evident
20,21.	Erie Insurance estimate does not include bent R/R suspension
22,23,24,25.	Steering trouble codes

GM-PAR-Chassis, Rev. 06/20/97

(page 1 of 6)

# PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE & WHEEL SYSTEMS

STEERING, SUSPENSION, AXLE, TIKE & WHEEL STSTEMS								
Division: Pontiac Ref# 71-594402934 VIN: 1G2ZG528154								
Claimant's Name (LAST, First)								
Inspected By: H. Vernon Smith, Jr. Organization: EAA  Phone: (215) 364-6260 x Inspection Date: 1-29-08 Mileage at Inspection: 41,127								
I INSPECTION SUMMARY								
Following the inspection, summarize the tests and observations:								
Driver's mother stated her son, was on Centennial Drive, a residential area in Warminster, PA.  Turning at a curve in the road he heard a warning buzzer. All the dash lights came on and the steering locked up. Unable to turn the wheel he hit the curb. Inspection showed no mechanical defects. No dash warning lamp. Per service manager roads snow covered night of incident.								
Tech II scan – no PCM or ABS codes. Electronic steering trouble codes C0550 and C0176 displayed. See photos and page 5. Five mile stop/go road test, steering wheel off center to the RIGHT. Normal steering power assist. Please advise O'Neil Service Manager Mike Dedicato, 215-672-0900 GM's position and handling of this matter ASAP.								
II INTERVIEW - VEHICLE HISTORY								
Note to the inspector: In questions 3-5 below, document only the information which relates to the incident/allegation.  1. <i>Name, address &amp; phone number</i> of person being interviewed: Mrs. Irwin, 805 New Road, Churchville, PA 18966, ph. 215-393-7706								
2. Prior collision damage (date, description, etc.) None								
Repaired by:								
3. Describe existing vehicle conditions at the time of the incident(e.g. warning lights "On", tires worn, etc.):								
Warning buzzer all dash lamps came on.								
4. Repairs outside of warranty (what, when, by whom?): unknown								
5. Other <i>vehicle history</i> information (from person being interviewed or GM Warranty History)? None relevant								
6. Last maintenance (date, description, by whom?): Unknown								
III INTERVIEW - INCIDENT DETAILS								
If vehicle is a truck, or a car trailering cargo at the time of the incident, estimated total weight of cargo and trailer: lbs, Load description:  Load location:								

Describe the following:	Before the Incident	At the Beginning* and During the Incident
Steering (normal, other)	Normal	Hard steering, not possible to control vehicle
Suspension (normal, other)	Normal	Normal
Engine (normal, other)	Normal	Normal
Transmission (normal, other)	Normal	Normal
Electrical (normal, other)	Normal	Normal
Warning lights/messages	None	All dash lamps came on
Unusual noises (from where?)	None	Warning buzzer
Smoke/steam (from where?)	None	None
Other	None	None

<sup>\*</sup>The beginning of the incident is the start of the sequence which resulted in the incident.

Exact incident location: centennial Dr Warminster PA.

Surface where incident occurred:

Type: Concrete, ASPHALT, Gravel, Crushed Rock, Dirt, or Other? Describe:

\_\_\_\_\_

Condition: Wet, Dry, Icy, or Other? \_ If other, specify: Snow

Estimated vehicle speed 15 MPH Source of estimate: Driver's mother, Mrs. Irwin

Incident occurred while: Accelerating, turning, Braking, Coasting, Driving normally: Turning

What did you do after you realized something was wrong? Describe: Continued to try and steer through the bend in the road.

Any other comments or observations that have not been covered? Owner had received GM information letter on electronic steering problems prior to incident.

# IV VEHICLE INSPECTION

The vehicle inspection documents the physical evidence via color photographs and written observations. By recording your observations in the following section, you will be following a methodical inspection format.

Take color photographs of the following:

A. Exterior:

Front

Right side

Rear

VIN

Left side

**Comments: No damage** 

B. Corner assemblies, if applicable:

Struts/shocks

**Springs** 

**Control arms** 

**Ball joints** 

Steering knuckles

**Axle assemblies** 

Comments: R/R suspension bent – not included in Erie Insurance repair estimate.

C. Interior:

Instrument panel & odometer

Comments: No warning lamps displayed.

D. Underhood:

**Engine compartment** Steering linkage Steering Power steering lines/hoses, connections/clamps

**Comments: Power** 

E. Underbody:

Steering linkage

Scrapes or impact damage on the following:

Fuel tank Tires/Wheels

Etc.

Comments: Right side tires and wheels damaged

F. General Observations (Take photographs if applicable):

Anything on vehicle which is after-market: No

Anything on vehicle which is a modification: No

Anything on vehicle which is unusual, out-of-place, etc.: No

Other relevant information: None

#### V CHASSIS INSPECTION

Record your observations and measurements for the sections and questions which relate to the incident and items which were inspected. Write N/A for sections and questions unrelated to the customer allegation.

## A. STEERING, SUSPENSION, WHEELS, AXLES:

Use the following table to identify what you did and what you found during the inspection. Identify the tests and test results for the applicable items. Describe anything relevant to the allegation that is not in normal working condition, does not function properly or is a non production part. Take appropriate photographs, and indicate whether or not a photograph was taken.

	(page 4 of 6)
	OBSERVATIONS/TEST RESULTS
Steering system	Trouble codes in electronic system. Steering wheel off center
Steering linkage	No defects
Gear/rack and pinion	
Steering column, ignition	No defects
switch, intermediate shaft	
Steering pump, drive, hoses,	
connections, flow, pressure	
PS fluid level and condition	Electronic steering
Steering knuckle	Normal
Suspension components - LF	Normal
RF	Normal
LR	Normal
RR	Misaligned
Rear axle assembly	No damage
Deformation to the frame	
	OBSERVATIONS/TEST RESULTS
Describe evidence of axle/	None evident
suspension/ tire contact with	
frame, body or components	
Describe contact of the	None evident
under- carriage with the road	
surface (road, shoulder, curb,	
or grass)	
Electronic level control	None
system/components	
Engine (normal, other)	Normal
Electrical (normal, other)	Normal
Warning lights/messages	None
Wheels (damage/impact	Right front & rear wheel and tire damage
marks)	
Codes/numbers for failed	See below
components. Describe	
Other Vetronix	No event recorded

B. ECM/PCM	B. EC	M/P	CM
------------	-------	-----	----

Stored codes? (Y/N)  $\underline{Y}$  If yes, list code number and description.

CODE C0550 C0170	COUNTS	DESCRIPTION Steering module internal electronic failure Steering system thermal error temperature high	
Other co	omments:		-

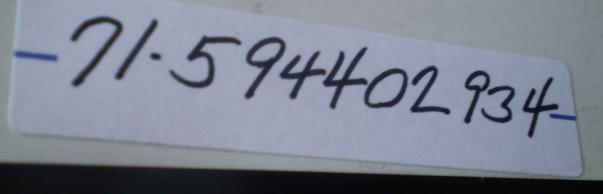
- C. <u>ROAD-SENSING SUSPENSION/SPEED-SENSITIVE SUSPENSION</u> (Fill out this section for suspension allegations on vehicles equipped with road-sensing suspensions/speed-sensitive suspensions)
- 1. Enter Diagnostics per the service manual and record any current or history codes. (Enter "none" if no codes are present)

CURF			DE	COUDTION				
CODE	<u> </u>	<u>DESCRIPTION</u>						
HISTO	_		DE	SCRIPTION				
	= 							
Follo	w the procedure	s in the service r	nanual to determin	ne the cause of t	he stored codes wh	ich relate to the		
allega	ation. State which	ch procedures we	ere followed, reco	rd the results of	each test, and state	the root cause of		
			require disassem ed to be disassem		nts. Follow the prodi	edure in the		
2. Ins	spect the system	n wiring, connect	ions, and compon	ents for damage	e. Indicate whether t	the damage was		
		ent. Comments:	iono, una compon	onto for damage	inalogio mionio	ino damago wao		
3 04	ner comments:							
3. Ou	ier comments.							
D TI	RE INSPECTION	I						
		<u>.</u>						
1. <u>ID</u>	ENTIFICATION:							
					AVE. TREAD			
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH			
	(Goodyear)	(Eagle GA)	( <u>P205/70R15)</u>	<u>(psi)</u>	32nds of inch			
LF	<u>Federal</u>	<u>657</u>	215/60R16	<u>27</u>	<u>8</u>			
RF	<u>Federal</u>	<u>657</u>	215/60R16	<u>25</u>	<u>8</u>			
LR	<u>Federal</u>	<u>657</u>	215/60R16	<u>27</u>	<u>8</u>			
RR	<u>Federal</u>	<u>657</u>	215/60R16	<u>26</u>	<u>8</u>			
		to tires, such as		ue to impact, cu	ts, tread separation	, flat spots etc.		
	IDEWALL MARK	(ED						
LR _					·			
RR S	IDEWALL CUT							

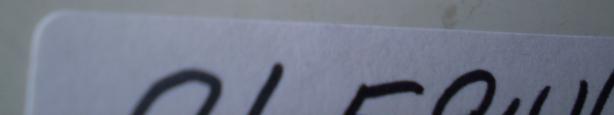
2. TIRE PLAC	CARD DATA:		,				
Record the	• • • • • • • • • • • • • • • • • • • •	on driver's door edge or i	•				
	<u>SIZE</u>	PRESSURE (psi)	PRESSURE AT MAXIMUM LOAD(psi)				
TIRES	215/60R16	<u>30</u>					
SPARE TIRE							
		<u> </u>					
		VI SITE INSPECT	TION				
Make a diagram of the incident scene showing where the vehicle started, the path of the vehicle, and all points of impact. Make measurements and record on the diagram. Inspect the scene for tire marks. Take color pictures and enter comments below. If significant other vehicle or property damage occurred, take pictures of the damage, if possible, and make notes as necessary. Comments:  Not relevant							
		VII Other Report Inf	ormation				
Check here if there was evidence of a "Fire-Related" event.  According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine.							
Attachments:	(Check all that apply)						

1G2ZG528154

TYPE: PASS CAR



THE CUNFORMS TO ALL VEHICLE SAFETY, BUMPER, AND EFFECT ON THE DATE OF MANUFA 1G2ZG528154































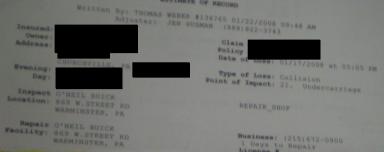






### ERIE INSURANCE GROUP ERIE INSURANCE P.O. BOX 395 SOUTHAMPTON. PA 18966-3518 (215)357-2394 Fax: (215)357-2941

# ESTIMATE OF RECORD



	Aldense #				
2005 PONT G6 6-3.5L-FI VIN: 16226528154 Air Conditioning Cruise Control Body Side Moldings Fog Lamps Power Brakes Power Mirrors FM Radio CD Player 4 Wheel Disc Brakes Fecline/Lounge Seats Full Wheel Covers	4D SED blk Int:  Rear Uefogger Intermittent Wipers Dual Mirrors Clear Coat Paint Power Windows Power Trunk/Tailgate Stereo Driver Air Bag Cloth Seats Automatic Transmission	Odometer: 41127 Tilt Wheel Keyless Entry Console/Storage Power Steering Power Locks AM Radio Search/Seek Passenger Air Bag Bucket Seats Overdrive			

NO.	OP.	DESCRIPTION	QTY	EXT. PRIC	CE	LABOR	PAINT
1		WHEELS					
2**	Repl	RECOND RT/Front Wheel, alloy 16"	1	185.00	m	Incl.	
3**	Repl	RECOND RT/Rear Wheel, alloy 16"	1	185,00	m	Incl.	
4**	Repl	A/M r/frt tire federal 215-60-16	1	99.39			
5#		network tire 800-342-0004	1				
6#	Subl	Four Wheel Alignment	1	69.95	T		
7#		tire tax	2	2.00	X		

416186531513007

2003 PUNT DE G-3,32-FF 40 SEO ALA JOSE

¥0.	PERCEIPTION	779	EXT. PRICE	LABOR PAINT
38 38 108 116	e Valve/Stem e disposal e Nount/Balance / t/s suspension		3.00 T 2.00 X 29.80 T	
124	m, alignment to determine any add'1 P to call for supplement Subtotals ==		576.24	

Line 4 : 0 depreciation

Estimate Notes:

A/P NITH HARRY AT SHOP FOR REPAIR & RENTAL DAYS, PRIOR DENT TO DECKLID

Parts Sublet/Niso,	100.00
SURTOTAL	936.54
Bales Tax 8 373,24 8 8,0000	
TOTAL COST OF REPAIRS	8 -610-33
ADJUSTMENTS!	
Deductible,	
TOTAL ADJUSTMENTS	\$ 900,00
NET COST OF REPAIRS	4 110.07

Vehicle owner must authorize all repairs. ERIE INSURANCE receives the right to reinspect all supplements before payment is made. This is NOT AN AUTHORISATION TO REPAIR.

# Steering

F0: Diagnostic Trouble Codes (DTC)

F1: Data Display

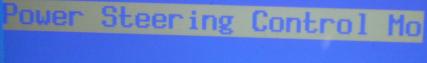
F2: Special Functions

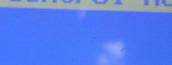
F3: Snapshot

# DTC Information

ECU Name

Status







# DTCs Sorted By Priority

Power Steering Control Module C0550 Symptom 39 Electronic Control Unit (ECU) Performance Internal Electronic Failure

Last Test:

This Ignition:

Since Clear:

Passed

Passed

Passed History

Clear DTCs

### DTCs Sorted By Priority

Power Steering Control Module C0176 Symptom 54 System Thermal Error Temperature High

Last Test:

This Ignition:

Since Clear:

Passed

Passed

Passed History 2 /

Clear DTCs

### Brakes

F0: Diagnostic Trouble Codes (DTC)

F1: Data Display

F2: Special Functions

F3: Snapshot

F4: Module ID Information

## DTC Information

EGU I	vame		Status
Body EBCM PCM	Control	Module	1 1 0

Rody Control Module

67

DLC Pin : 14, 6

Restart View

View All DTCs

# DTCs Sorted By Priority

EBCM C0550 Symptom 00 Electronic Control Unit (ECU) Performance

Last Test: Passed

This Ignition: Passed

History

# Vehicle Identification Select one of the following Service Categories

Engine Controls Engine Cooling Engine Electrical

# DTC Information ECU Name Status PCM

оси 1/1 —

Restart View All

DLC Pin : 14, 6





























MIDLAND / ODESSA 18 DEC 2007 PN 2 L



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

DEC 2 4 2007

Reimbursement Department Po Bof 33170 Detroit MI 48232-5170

4823245170

Adadlaladdaffaddaladaaffaaffaa'~llbaadff

#### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: 12/18/07
17-Digit Vehicle Identification Number (VIN): 16-12T54855F
Mileage at Time of Repair: 28482 Date of Repair: 10-23-07
Claimant Name (please print):
Street Address or PO Box Number:
City: Midland State: TX ZIP Code:
Daytime-Felephone-Number-(include-Area-Gode):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: \$ 646
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature

Please mail this claim form and the required documents to:

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

Reimbursement questions should be directed to the following number: 1-800-204-0251

#### **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).



ALL WHERICAN INCORPLET 4:30 test wall street Hidland, IX. 75703

#ERMIMAL 1.6.: 001/340c6(-fo-14/15/01

MERCHANT 4:

9505146112

MASTERCARD

SALE RECORD #: 17 DATE: GCT 23, 07 BATCH: 822

000017 TIPE: 13:12

કુપી <sub>સં</sub>:

1100:

992912

TOTAL

\$646.66

無字風便時

I AGREE TO PAY HEAVE TOTA, AUGUST ACCORDING TO CARD ISSUER AGREEMENT (MERCHANT MOREMENT OF CRECT VOICHER)

CUSTOMER COPY

123009

#### ALL AMERICAN CHEVROLET OF MIDLAND #11

INVOICE

4100 W. Wall Street Midland, TX 79703 Phone: (432) 694-9601

Fax: (432) 681-1013

PAGE 1

MIDLAND, TX HOME !

HOME: BUS:	SERVICE ADVISOR:	484 KEVT	N HTLLTS		
COLOR YEAR MAKE/MODEL	VIN	LICENSE	MILEAGE	IN/ OUT	G
			correc-	zd	
GALAXY-SIL 05 CHEVROLET MALIBU	1G1ZT54855F		28482/2	8482	
DEL DATE PROD. DATE WARR EXP. PROMISE		RATE		INV. DATE	****
			3.4.2.	**************************************	
11DEC04 IS 18:00 25	OCT07	0.00	CASH	230CT07	
R.O. OPENED READY OPTIONS:	STK:5F176034 DI	LR:07375 1	)LIFETIME	OIL	
STANDA	RD, LSSP, 274182				
08:58 17OCT07   11:42 23OCT07					
LINE OPCODE TECH TYPE HOURS		LIST.	NET	TOTAL	_
A CUSTOMER STATES THAT STEERING WHEE	L MAKES A POPPING	CRUNCHING	SOUND		_
CAUSE: EXCESIVE PLAY IN THE STEERING	COLUMN		•	•	
STEER STEERING			•		
80985 CCRC			183.00	183.00	
1 12346241 LUBRICANT		13.85	13.85	13.85	
1 15926870 COLUMN		368.33			
78482 EXCESIVE PLAY IN THE STEERING	COLUMN 80985-I T	EST DROVE			
VEHICLE TO CONFIRM COMPLAIN I THEN			D		\
FOUNDDOC ID 1973984 FOR CLUNK/KNOCK					`
STATES SPRAY GREASE INTO I SHAFT I					
DROVE AND NOISE IS STILL THERE I TH					
NOISE AT STEERING COLUMN. REPLACED					,
PLAY CAUSING CLUNK NOISE IN STEERIN		on to mich			
***********		******	**	IGINAL 0.00	
B CUSTOMER STATES THAT COOLANT LIGHT		ר ∕ מדוווים וא		ICINAL	
EL ELECTRICAL		12012/	$\frown \cap \cap H$	ייטו	
80985 CCRC	3	/	4 00	0.00	
F0.400		(	20.00	0.00	
	evaaiet.	****** <del>**</del>	**		
C** 2-WHEEL ALIGNMENT	eamarei.				
CAUSE: ALIGN COMPLETED					
2WA 2-WHEEL ALIGNMENT					
20501 CCRC			49.95	49.95	
78482 ALIGN COMPLETED FRT ENDALIGN	COMPT.ETED 20501 1	n	-5.55	-2.22	
70402 ADIGN COMPDETED FRI ENDADIGN			**		
	OU MAY RECEIVE A S.			BY O	
MA	AIL. IF YOU'RE UNA	BLE TO MAR	TOMPILE!	ELY SAM	/
CV	TISFIED TO ALL TH	E OTESTION	S PLEAS	T#1 17X	10
	NUMBER OF CERTICE		,		//′

CONTACT OUR SERVICE MANAGER. YOUR SATISFACTION IS OUR #1 GOADCTHANK YOU FOR CHOOSING ALL AMERICAN CHEVROLET. 2007

ALL AMERICAN CHEVROLET OF MIDI AND ON DEHALF OF SERVICING DEALER. I HEREPY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR THERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT. NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR ILLY YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. "I acknowledge notice and oral approval of an increase in the original estimated price. DESCRIPTION TOTALS LABOR AMOUNT Signature or initials" 232.95 NOTICE PURSUANT TO \$70.001, TEXAS PROPERTY CODE I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair agreement. I understand that the vehicle is subject to repossession in accordance with 96.06. Texts Business and Commerce Code. If payment for the report of the motor vehicle by a check, money order or a credit card transaction is stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the order or the credit card holder has no account or the account upon which it is drawn or credit card account has been closed. PARTS AMOUNT 382.18 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 no account or the account upon which it is drawn or credit card account has been closed.

STATEMENT OF DISCLAIMER AND ARBITRATION AGREEMENT.

The factory warranty constitutes all of the warrantee with respect to the sale of this itemitiens. The Seter hereby expressed in making all warrantees either superest or moded, enter make of the property of merchantability or itness for a particular purpose. Selective resource authorities maked the same to it any liability in connection with the sale of this itemitiens. Any dispute between customer and the dealership arising from or related to this vehicle or this transaction will be settled by mandatory and binding arbitration pursuant to the Federal Arbitration Act 9 (1.5.6.1 et a. seq. The arbitration shall be conducted by a single arbitrator. The arbitrator may grant whatever relief the parties may be entitled to at law or in south. HAZARDOUS WASTE FEE 0.00 TOTAL CHARGES 615.13 LESS INS/DED/DIS 0.00 SALES TAX 31.53 CUSTOMER SIGNATURE PLEASE PAY
THIS AMOUNT 646.66 MIDLAND, TX

124214

ALL AMERICAN CHEVROLET
OF MIDLAND #11

4100 W. Wall Street Midland, TX 79703 Phone: (432) 694-9601

Fax: (432) 681-1013

\*INVOICE\*

. PAGE 1

HOME:		CONT:N/A							
BUS:		CELL:		SER SER	VICE ADVISOR		JUSTIN BUI		<del></del>
COLOR	YEAR	MAKE/MODEL			VIN	LICENSE	The state of the s	EIN/OUT TAG	<b>89</b>
•								wrecat	
GALAXY-SII	05 CH	EVROLET M	ALIBU	1G1Z	T54855F		<u>                                     </u>		
DEL DATE	PROD. DAT	WARR EXP.	PRO	MISED	PO NO.	RATE	PAYMENT	INV. DATE	<u> 3865</u>
						1	1	<b>\</b>	
11DEC04 IS			18:00	07NOV07		0.00	CASH	08NOV07	

STANDARD, LSSP, 274182

10:10 07NOV07 |13:28 08NOV07 | LINE OPCODE TECH TYPE HOURS

READY

LIST NET TOTAL

A CUSTOMER STATES: CHECK FOR NOISE IN STEERING COLUMN WHILE DRIVING

OPTIONS:

CAUSE: BOLT MISSING STEER STEERING 80985 WCM4

R.O. OPENED

(N/C)

29474 MISSING BOLT DUPLICATED CUSTOMER COMPLAINT THEN REMOVED STEERING WHEEL KICK PANEL AND FOUND THAT THERE WAS A MISSING BOLT FOR THE STEERING COLUMN TO THE CROSS MEMBER INSERTED NEW BOLT THEN REASSEMBLED

YOU MAY RECEIVE A SATISFACTION SURVEY BY
MAIL. IF YOU'RE UNABLE TO MARK COMPLETELY
SATISFIED TO ALL THE QUESTIONS, PLEASE
CONTACT OUR SERVICE MANAGER.

STK:5F176034 DLR:07375 1)LIFETIME OIL

YOUR SATISFACTION IS OUR #1 GOAL. THANK YOU FOR CHOOSING ALL AMERICAN CHEVROLET.

CHEVROLET

TORIGINAL

	REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE BERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	DESCRIPTION  LABOR AMOUNT  PARTS AMOUNT  GAS, OIL, LUBE  SUBLET AMOUNT  HAZARDOUS WASTE FEE  TOTAL CHARGES  LESS INS/DED/DIS  SALES TAX	0.00 0.00 0.00 0.00 0.00 0.00 0.00
CUSTOMER SIGNATURE	MECHANICA DEALER, ORMÁNIAL MANAGOR OR AUTHORIZAD PERSON (SIATE)	PLEASE PAY THIS AMOUNT	0.00

#### February 7, 2011



Service Request: 71-594483994

Customer Relationship Specialist: Anne Parks

Dear

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

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

We have reviewed your request for reimbursement on the steering column that you had repaired. Although we regret that we are unable to reimburse you the full amount you requested, we will reimburse you for the amount that pertains to the special coverage. We have enclosed a check in the amount of \$581.72.

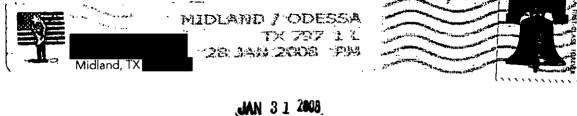
At Chevrolet, our commitment to customer satisfaction is a top priority. We hope you understand our position. If you have future questions, feel free to contact our Chevrolet Customer Assistance Center at 1-800-222-1020 Monday through Friday between 8:00 a.m. and 11:00 p.m., Eastern Time. Please refer 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 American Operations General Motors Corporation Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-2530 50-937 CHECK NO. 213 DATE **AMOUNT** 01/23/08 \*\*\*\*72 CENTS **\*\*\*\*\*\*\*\*\*\*\***581.72 North American Operations General Motors Corporation Disbursement Account MIDLAND TX The Chase Manhattan Bank, N.A. Syracuse, New York AUDIT North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530 DETACH BEFORE DEPOSITING CHECK VENDOR DUNS NO 1 CHECK NO. BB 000000200 PAYMENT DATE VENDOR NAME 01/23/08 REGISTER NO. DESCRIPTION INVOICE DATE DOC. REFERENCE NUMBER % DISC. INVOICE AMOUNT DISC. AMOUNT HET AMOUNT 01/22/08 | VM 1-9TYPTH 71-594483994.1-9TYPTH 00.0000 581.72 .00 581.72 1G1ZT54855F ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782 H3 .00 581.72 581.72 TOTAL



Anne Parks Customer Asst. Specialist Chevalet Division General Motors Corp. P. 0 Bof 33170 Detroit, Mi 48232-5170

1/28/08 ANNE PARKS: Thank you so much for your time and work you put in on my car claim -I appreciate you so much - I am a 74 year old widow with a fifed Income with health Issues-I received my check in the mail Saturday Jan 26/08 a happy Customer Midland TX

North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530 50-937 CHECK NO. 213 AMOUNT DATE 01/24/08 XXXX62 CENTS **\*\*\*\*\*\*\*\*\*\*\***579.62 North American Operations General Motors Corporation Disbursement Account LYNCHBURG SC The Chase Manhattan Bank, N.A. Syracusa, New York AUDIT North American Operations General Motors Corporation Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-2530 DETACH BEFORE DEPOSITING CHECK VENDOR DUNS NO. CHECK NO. B8 000000320 PAYMENT DATE VENDOR NAME 01/24/08 REGISTER NO. DESCRIPTION DOC. REFERENCE NUMBER % DISC. INVOICE AMOUNT DISC. AMOUNT NET AMOUNT INVOICE DATE 01/23/08 VM 1-9U6TBC .71-594586610.1-9U6TBC 00.0000 579.62 .00 579.62 1G1ZT54805F ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782 **H3** 579.62 .00 579.62 TOTAL

Hynch bury, S.C. USA 41

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

48232+5170

GOLUMBIA SC 292

#### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant	
Date Claim Submitted: 10/14/06	
17-Digit Vehicle Identification Number (VIN): 1617754805F	<u></u> .
Mileage at Time of Repair: 45,984 Date of Repair: 10 / 10 / 06	
Claimant Name (please print)	
Street Address or PO Box Number:	
City: Lynchburg State: S.C. ZIP Code:	
Daytime Teiephone Number (include Area Code)	
Evening Telephone Number (include Area Code):	
Amount of Reimbursement Requested: \$ 579.62	
The following documentation must accompany this claim form.	
Original or clear copy of all receipts, invoices, and/or repair orders that show:	
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment.</li> <li>(copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>	<u> </u>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.  Claimant's Signature	

Please mail this claim form and the required documents to:

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

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

#### **CUSTOMER REIMBURSEMENT PROCEDURE**

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

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

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

#### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Chevrolet Customer Assistance Center at 1.800.630.2438 (TTY 1.800.833.2438).



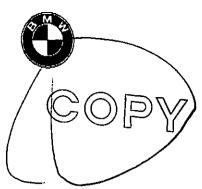


#### **NEWSOME OF FLORENCE, INC**

2199 DAVID McLEOD BLVD. FLORENCE, S.C. 29501 (843) 662-8711



Mercedes-Benz



CUSTOMER NO.	123417		JESSE		204 TAG NO	. 3741	™16/16/06	™CVC\$113500
-	TES IT!		LABOR RATE	LICENSE NO.	1			
				·	MILEAGE	45,984	°SILVER∕	STOCK NO
TIMMONSV	ILLE, SC		*65/CHEVROL	ET/Malibu			DELIVERY DATE	DELIVERY MILES
	, -		I G I Z T	5 4 8 0 5	F		SELLING DEALER NO.	PRODUCTION DATE
			F.T. E. NO.	F	. O. NO.		* 10712/06	
F		BUSINESS PHONE	COMMENTS				<u> </u>	MO: 45984
PARTSQT JOB # 1	OWNER STATES PLEASE CHECK CHECKED AND REMOVED AND CALIBRATED S YFP-NUMBE 1 15926	FOUND TORQUE SENSOR REPLACED STEERING C ESNORS. R. DES 870 COL	JRS 2250-TECHTS S POMER STEERING A FAULTY DILDMIN, RESET LIGHT CRIPTION UMN 6.518	T TIMES,  S & UNIT  JOB # 1 TOTAL	PRICE- 359.00 PARTS PARTS	359.00 359.00 359.00 539.00	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
TOTALS			• • • • • • • • • • • • • • • • • • •					
PAYMENT: CH	vrge cash-	-CHECK-VISA/MAS	TER CARD 7 AMEX *	TOTAL LAB	ĪŔ —	180.00		·
All claims, of in question I with or relavehicle, shathe Commercia Association, joinder, classification is governed by	disputes and by either parating to the libe decided al Arbitratio No person or ass action or agreement. The and under the	other matters of an ty arising out of, repair of the above by arbitration in m Rules of the Amer entity shall conso otherwise any matte is arbitration agre South Carolina Uni	y kind or nature in connection described accordance with ican Arbitration lidate by way of r subject to	TOTAL PAR TOTAL SUB TOTAL G.O TOTAL MIS TOTAL HIS TOTAL TAX	LET G C CHG. C DISC	359:00 0.00 0.00 18.00 0.00 22:62	,	****
Ārbitnatio				ميند منسد مورد	•		D 0CT By COL	7 2006
PAGE 1 OF 1		· ^CCOUNTING CO	γ	[ END OF	= invoice ]	05:31pm		

February 7, 2011



Service Request: 71-594586610

Customer Relationship Specialist: Jane West

Dear

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

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

We have reviewed your request for reimbursement on the steering column that you had repaired and are happy to inform you that you are being reimbursed for the full amount of the repair. We have enclosed a check in the amount of \$579.62.

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

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

MIRAMAR FL





DATE 02/07/08

XXXXXXXXXXXXX169 DOLLARS

\*\*\*\*60 CENTS

AMOUNT **\*\*\*\*\*\*\*\*\*\*\*\*169.60** 

North American Operations General Motors Corporation Disbursement Account

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

BB 000000629

VENDOR DUNS NO.

VENDOR NAME

AUDIT

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

DETACH BEFORE DEPOSITING CHECK

CHECK NO.

PAYMENT DATE 02/07/08

NET AMOUNT

INVOICE AMOUNT REGISTER NO. DESCRIPTION INVOICE DATE DOC. REFERENCE NUMBER % DISC. DISC. AMOUNT 02/06/08 | VM 1-9V85HQ 71-59476\$503.1-9V85HQ 00.0000 169.60 .00 169.60 1G2ZH528654

ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782

**TOTAL** 

169.60

H3

.00

169.60



Reimbursement Department P.O. BOX 33170 Dedroit, MI 48232, 5170

DEC 28 3007

4423245170

Idallaladalladaladalam))...Madadhani)

### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: 12-18-07
17-Digit Vehicle Identification Number (VIN): 1622 H528654
Mileage at Time of Repair: 4437 Date of Repair: 11-17-07
Claimant Name (please print):
Street Address or PO Box Number:
City: Miramar State: FL ZIP Code:
Daytime Telephone Number (include Area Code): _
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: \$ 16Q-00
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment.</li> <li>(copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature:
Please mail this claim form and the required documents to:
P.O. Box 33170  Detroit, MI 48232-5170

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

### CUSTOMER REIMBURSEMENT PROCEDURE

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

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

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

### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Pontiac Customer Assistance Center at 1.800.620.7668 (TTY 1.800.833.7668).





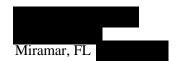
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becabe authorize the above renair work to be done along with necessary ma	terials. You and your P	FASE READ CA	REFULLY	, CHECK ONE OF THE STA	TEMENTS BELOW,	*GAS, SOLVENT. E	NVIRO. CHG		
imployees may operate above vehicle on the streets and highways for purpor on or delivery at my risk. An express mechanics lien is acknowledge on abo	ve vehicle to secure damages to vehicle	ND SIGN: I UNDE	RSTAND	THAT UNDER STATE LAW,	I AM ENTITLED TO		SUBTOTAL	160	-
rarticles left in vehicle in case of fire, theft accident or any other cause. I egi these internations of accounts upon paint plus collection fees attorney's less an	nd any other costs or	WEAT LEN ESTIN	IAIE, IF I A WRIT	MY FINAL BILL WILL EXCEE TEN ESTIMATE.	დ ტუს.სს.		TAX	9	60
expenses incurred by you in enforcing your rights under this agreement. Pay constitute payment when the check has cleared the bank and failure of any payment when the parts of the purposes for the purposes of repossessing the	y check to clear will y vehicle in order to	I DO NOT	REQUES	ST A WRITTEN ESTIMATE	AS LONG AS THE	-		<del> </del>	<del></del>
Natisfy said claim. I further agree that your lien, claim or nights may be assigned to account it has been bought to my attention that my old parts may be re-	o by you at any unit   RE	EPAIR COSTS DO	O NOT E	XCEED \$_ rwithout my written of	THE SHOP MAY		TOTAL	169.	60
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ORDERED BY

BALANCE

### February 7, 2011



Service Request: 71-594765503

Customer Relationship Specialist: Celeste Rodela

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 loss of 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 \$169.60.

In order to assure completion of this special coverage, we are requesting that you contact your local dealership to set up an appointment to have your vehicle inspected.

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

Sincerely,

Pontiac Customer Assistance Center

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

50-937 213 North American Operations General Motors Corporation Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-2530 снеск No. DATE AMOUNT 01/24/08 **\*\*\***26 CENTS **\*\*\*\*\*\*\*\*\*\*\***557.26 North American Operations General Motors Corporation Disbursement Account PAY TO THE ORDER HERMANN MO The Chase Manhattan Bank, N.A. Syracuse, New York AUDIT North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530 DETACH BEFORE DEPOSITING CHECK VENDOR DUNS NO. CHECK NO. BB 000000246 PAYMENT DATE VENDOR NAME 01/24/08 REGISTER NO DESCRIPTION DOC. REFERENCE NUMBER % DISC. INVOICE AMOUNT NET AMOUNT INVOICE DATE DISC. AMOUNT 01/23/08 VM 1-9U4HVZ 71-594803587.1-9U4HVZ 00.0000 557.26 .00 557.26 1G1ZT528X5F ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782 H3 TOTAL 557.26 .00 557.26

### February 7, 2011



Service Request: 71-594803587

Customer Relationship Specialist: Roxy King

Dear

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

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

We have reviewed your request for reimbursement on the steering column that you had repaired. Although we regret that we are unable to reimburse you the full amount you requested, we will reimburse you for the amount that pertains to the special coverage. We have enclosed a check in the amount of \$557.26.

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.

Hermann, Mo

Re imbursement Department P.O. Box 33170
Det roit, MI 48232-5170

48232+5170

Adultahadadhadddhadhadhadhadhaanll

### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: Doc. 14, 2007
17-Digit Vehicle Identification Number (VIN): 1G17T528X5F
Mileage at Time of Repair: Loc Oll Date of Repair:
Claimant Name (please print)
Street Address or PO Box Number:
City: Lemann State: 40 ZIP Code:
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code): Same as Cubove
Amount of Reimbursement Requested: \$ 1025.26
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature:

Please mail this claim form and the required documents to:

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

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



### **CUSTOMER REIMBURSEMENT PROCEDURE**

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

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

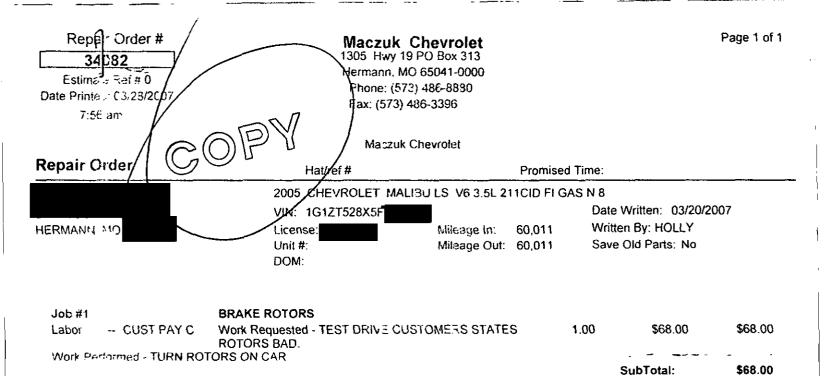
Your claim will be acted upon within 60 days of receipt.

### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Chevrolet Customer Assistance Center at 1.800.630.2438 (TTY 1.800.833.2438).





using ວາຣ ແລະການຂອງ supplied oarts may void any warrentys on labor of repair as determined by shop

POWER STEERING IS INOP. AFTER

Work Requested - POWER STEERING IS INCP. AFTER

DRIVING. TEST DR...

DRIVING. TEST DRIVE Work Per Immed - FOUND FAULT CODE C0545 STEERING WHEEL TORQUE INPUT SENSI... TEST SYSTEM AND REMOVE AND REPLACE STEERING COLUMN.

COLUMN

lesso which

Job #2

Labor

Part

**CUST PAY C** 

86967179

ssee's usage thereof. proof of insurance is required to rent any cars

2.50

1.00

\$68.00

\$359.00

SubTotal:

\$170.00

\$359.00

\$529.00

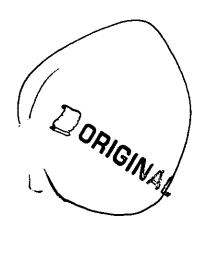
9882 8 /08

Labor: \$238.00 Sublet: \$0.00 \$0.00 Misc. Discount: \$0.00 Hazmat: \$5.00 Supplies: \$0.00 Tax: \$23.26 \$625.26

\$359.00

Parts.

Total:



SEC HART OTH BEFREENA UTTEN COUNTY ON CAUSE PE

RECORD NUMBER : 3/32 FOULTH A PARAMETER FOULTH D

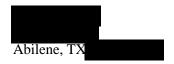
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PLES PRINT CARD

1

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

February 7, 2011



Service Request: 71-594817629

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 column that you had repaired. Although we regret that we are unable to reimburse you the full amount you requested, we will reimburse you for the amount that pertains to the special coverage. We have enclosed a check in the amount of \$106.00.

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.

ABILENETX 796 20 DEC 2007 PM 2 L Reinbursenent Department PO BOX 33170 Detroit, MI 48232-5170 DEC 2 4 2007. Thidhdaddalladddadlladladladllaadl

### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant
Date Claim Submitted: 121907
17-Digit Vehicle Identification Number (VIN): 1612 <b>5</b> 52そうらや
Mileage at Time of Repair: 5019 Date of Repair: 618107
Claimant Name (please print):
Street Address or PO Box Number:
City: Noile 10 State: T ZIP Code
Daytime Telephone Number (include Area Code):
Evening Telephone Number (include Area Code):
Amount of Reimbursement Requested: \$ <u>\30</u>
The following documentation must accompany this claim form.
Original or clear copy of all receipts, invoices, and/or repair orders that show:
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.
Claimant's Signature:

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

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### **CUSTOMER REIMBURSEMENT PROCEDURE**

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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).





65865

PAGE 1 OF 3

### LAWRENCE HALL CHEVROLET CADILLAC BUICK PONTIAC GMC



1385 So. Danville

ABILENE, TEXAS 79605

325-695-8800

1-800-568-7158

							CELL:	
CUSTOMER NO.	100537	ADVISOR LON BE	ACLEY		150 TAG N		INVOICE DATE	INVOICE NO. CVC5421215
	T00331	LON BE	ASLEY LICENSE	NO.	MILEAGE	1031	06/08/07 COLOR	STOCK NO.
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,		YEAR/MAKE/	MODEL E <mark>VROLET/MA</mark>	LTRU/	l noop s	EDAN	DELIVERY DATE	DÉLIVERY MILES
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		1.1.2.10.			r. O. NO.		06/06/07	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		•				мо: 50699
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LABORJ# 1 45CVZ	STEERING/SUSPENSIG CUST STATES POWER STEERING SWITCH AND POWER STEERING AUTH #462405-20735 FOR 12- CUST OWES 100.00 DEDUCT PI AMERICAN FINANCIAL WARRAN FOUND CODES C0545, C0460, INSTALLED STEERING COLUMN TYFP-NUMBER	G INOP, CUST CAN C WILL BE OK AWHILE 45.50 INCLUDES 2 D LUS 30.00 FOR ALIG TY-FAX 281-334-481 U2109. STEERING S	IAY RENTAL INMENT 1 IENSOR SHORTEI	D.	PRICE- 359.00	160.00 359.00	Any warr sold here the man LAWREN CADILLI disclaims	MER OF WARRANTIES: ranties on the products eby are those made by aufacturer. The Seller, NCE HALL CHEVROLET AC, hereby expressly is all warranties, either
	1 13520070	COLOIW 0.518		TOTAL -		359.00	express (	or implied, including any warranty of merchant-
JOB# 1 TOTA	LS			LABOR PARTS		160.00 359.00	ability or	fitness for a particular and LAWRENCE HALL
		JOB# 1 JOURNAL F	PREFIX CVCS	J0B# 1	TOTAL	519.00		DLET CADILLAC neither
JOB# 2 CHAR	GES				•••••			nor authorizes any other cassume for it any liabil
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		JOB# 2 JOURNAL I	PREFIX CVCS	J0B# 2	TOTAL	376.35	, \	Wa. 1
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JOB# 4 CHAF	RGES	JOB# 3 JOURNAL (	PREFIX CVCS	J0B# 3	3 TOTAL	0.00		Lawrence Hall
LABOR J# 4+45CVZ09	SHOCKS/STRUTS		TECH(S):113		• • • • • • • • • • • • • • • • • • • •	96.00		to exceed your tations."

[CONTINUED ON NEXT PAGE] 03:03pm



### LAWRENCE HALL CHEVROLET CADILLAC **BUICK PONTIAC GMC**



1385 So. Danville **ABILENE, TEXAS 79605** 325-695-8800 1-800-568-7158

	<u>GM</u>
Į.	PARTS

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			PARTS		146.06		NCE HALL CHEVRO
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DB# 5 TOTALS							DLET CADILLAC ni
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-						said proc	ducts.
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L-H RENIAL							
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DB# 6 TOTALS			SUBLE	Т	60.00		
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"Our Goal at Lawrence Hall Chevrolet is to exceed your expectations."

PAGE 2 OF 3

PAPER TIGER PRINTING INC. - ABILENE, TEXAS

[CONTINUED ON NEXT PAGE] 03:03pm



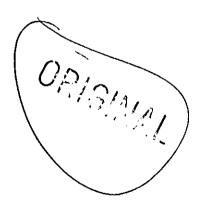
### LAWRENCE HALL CHEVROLET CADILLAC **BUICK PONTIAC GMC**



1385 So. Danville **ABILENE, TEXAS 79605** 325-695-8800 1-800-568-7158

	<u>GM</u>	
į	PARTS	

CUSTOMER NO.	ADVISOR		TAG NO		INVOICE DATE	
100537	LON BEASLEY	/ 1	.50	1031	06/08/07	CVCS421215
	LON BEABLE	LICENSE NO.	MILEAGE		COLÓR	STOCK NO.
			<u></u>	50,699		
	YEAR / MAKE / MODEL				DELIVERY DATE	DELIVERY MILES
ABILENE, TX	VEHICLE I.D. NO.	<u>ET/MALIBU/4 D</u>	OOR S	EDAN	SELLING DEALER NO.	PRODUCTION DATE
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	F, T, E, NQ.	<u> Э. А. Г. 7. Э. Г.</u>  P.O.	NO.		R. O. DATE	<del></del>
		l			06/06/07	
RESIDENCE PHONE	COMMENTS					мо: 50699
	L					MU: 30099
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************************************	k*	TOTAL LABOR.		449.95		
*	*	TOTAL PARTS.		777,41	DICCIAIL	MER OF WARRANTIES:
* [ ] CASH [ ] CHECK CK NO. [ ]	*	TOTAL SUBLET		60.00		
* [] VISA [] MASTERCARD [] DISCOVER	*	TOTAL G.O.G. TOTAL MISC C	ir.	0.00 0.00	•	anties on the products
* [ ] VISA [ ] MASTERCARD { } DISCOVER	*	TOTAL MISC D		0.00		eby are those made by
* [ ] AMEX [ ] CHARGE COUPON [ ] PO	*	TOTAL TAX		64.14	the man	ufacturer. The Seller,
*   *********************************	*	TOTAL INNOC	· - •	4254 50	LAWREN	ICE HALL CHEVROLET
	<b>`</b> A	TOTAL INVOIC	<b>,⊏</b> ⊅	1351.50	CADILLA	AC, hereby expressly
THANK YOU FOR YOUR BUSINESS!!					disclaims	all warranties, either
}					express (	or implied, including any
					•	warranty of merchant-
CUSTOMER SIGNATURE	<u> </u>				,	fitness for a particular
**************************************	EINVOIC	E ******	*****	*****		•
					F 1 : '	and LAWRENCE HALL
						DLET CADILLAC neither
						nor authorizes any othe
1					person to	assume for it any liabil
					ity in cor	nection with the sale o
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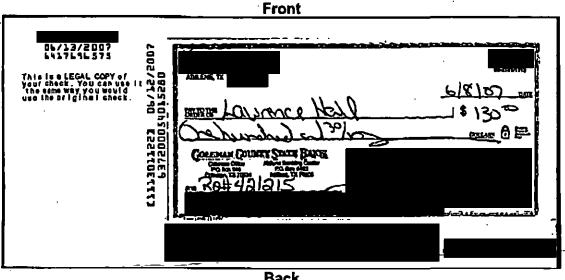
"Our Goal at Lawrence Hall Chevrolet is to exceed your expectations."

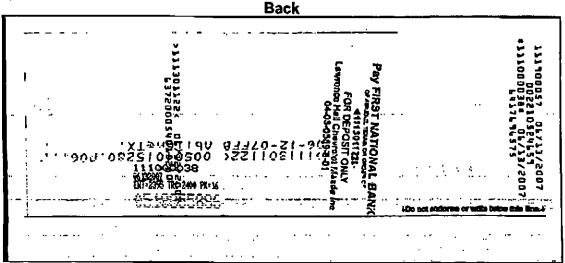
PAGE 3 OF 3

PAPER TIGER PRINTING INC. - ABILENE, TEXAS

[ END OF INVOICE ] 03:03pm

Print Close



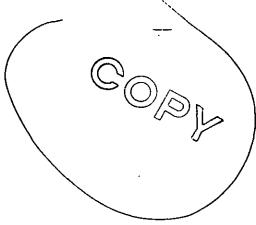


**Item's Information** 

Bank: Date: 6/13/2007 Ck: 1266 Amt: \$130.00

Loc: 1 DocSrc: 1 Dist.#: 2 CapDate: 6/13/2007 TranCode: 63 Sequence: 1012470 RunNbr: 1 Debit/Credit: DB





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



CHECK NO.

DATE THUOMA 01/24/08 XXXX00 CENTS **\*\*\*\*\*\*\*\*\*\*\*\*106.00** North American Operations General Motors Corporation Disbursement Account ABILENE TX The Chase Manhattan Bank, N.A. Syracuse, New York AUDIT North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix, AZ 85082-2530 DETACH BEFORE DEPOSITING CHECK VENDOR DUNS NO CHECK NO. 000000176 88 PAYMENT VENDOR NAME 01/24/08 REGISTER NO. DESCRIPTION DOC. REFERENCE NUMBER % DISC. INVOICE AMOUNT DISC. AMOUNT NET AMOUNT 01/23/08 VH 1-9U509A 71-594817629.1-9U509A 00.0000 106.00 .00 106.00 1G1ZS52F75F

ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT OR QUESTIONS CALL 800-462-8782

**H3** 

106.00

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106.00

DVD P&DC KEARNY NO 070 19 DEC 2007 PM 7 T Reim bursement Department P.O. Box 33170 शिहार १ म समार Detroit, MI 48232-5170 INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) 

### **CUSTOMER REIMBURSEMENT CLAIM FORM**

This section to be completed by Claimant								
Date Claim Submitted: 12-14-07								
17-Digit Vehicle Identification Number (VIN): 1 G 1 Z 55 2 F 55 F								
Mileage at Time of Repair: 45184 Date of Repair: 6-4-07								
Claimant Name (please print):								
Street Address or PO Box Number:								
City: Rah Way State: UJ ZIP Code:								
Daytime Telephone Number (include Area Code):								
Evening Telephone Number (include Area Code):								
Amount of Reimbursement Requested: \$ 5 95.70								
The following documentation must accompany this claim form.								
Original or clear copy of all receipts, invoices, and/or repair orders that show:								
<ul> <li>The name and address of the person who paid for the repair.</li> <li>The Vehicle Identification Number (VIN) of the vehicle that was repaired.</li> <li>What problem occurred, what repair was done, when it was done, and who did it.</li> <li>The total cost of the repair expense that is being claimed.</li> <li>Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt)</li> </ul>								
My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter.								
Claimant's Signature:								

Please mail this claim form and the required documents to:

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

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

### **CUSTOMER REIMBURSEMENT PROCEDURE**

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

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

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

### If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Chevrolet Customer Assistance Center at 1.800.630.2438 (TTY 1.800.833.2438).



1, . . .

### SULLIVAN CHEVROLET INC

10 WEST WESTFIELD AVENUE ROSELLE PARK NJ 07204 908-241-1414 908-241-1037



					2852F55F	45184	DATE 007 06/04/07	22000
RAHWAY			LM		CHEVROLET	MALIBU	GOLD	TAG NO.
CUBT.MO.	DNE		PROME	MORE SPRIN	BTOCK B	00/00/00		
CUST: LABOR 89.0		00/00/0		451				

DISPOSAL OF HAZARDOUS WASTE The State of N.J. requires that all hazardous waste (Oil, Solvents, Anti-freeze, etc.) must be disposed by a licensed contractor in an environ- ion to our concern for the environment

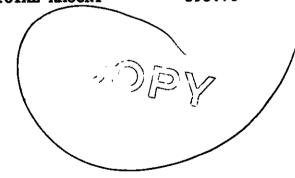
mentally safe manner. The charges for disposal of hazardous waste reflects our conformity to state law in addit-

LIME OP. CODE FAIL-CD TECH. HDURS/QTY TYPE AMOUNT CUSTOMER STATES CK STEERING HARD AT TIMES REPL COLUMN

A6 6513 15926870 S/COL REM

---178.00 376.95 Line Total.... 554.95

178.00 Labor 376.95 Parts 1.78 Shop SUPPLIES 38.97 SalesTax 595.70 TOTAL-AMOUNT



### CUSTOMER COPY - PAGE 01

#### STATISHED OF DISCLASSES

The factory werranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all marranties either empress or implied, including any implied warranty of merchantability or fitness for a particular surpose. Seller seither assumes nor enthorises any other person to assume for it may liability in connection with the sale of this item/items.

On behalf of servicing dealer, I hereby certify that the information contained herece is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or etherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, megligence or misuse. Records supporting this claim are evailable for (1) year from the date of payme cation at the servicing dealer for imspection by menufacturer's representative.

CUSTOMER SIGNATURE

(SIGNED) DEALER, GREERAL MANAGER OR AUTHORISED PERSON (DATE)

## SULLIUAN CHEUROLET 10 WEST WESTFIELD ROSELLE PARK, HJ 07204

TERMINAL 1.D.:

94993702

MERCHAHT #:

310138940937002

SULLIVAN CHEVROLET INC 10 WEST WESTFIELD AVENUE ROSELLE PARK NJ 07204 908-241-1414 908-241-1037

BATCH: 888493 DATE: JUN 04: 07 HIM AUTH NO: 129352

TOTAL

\$595.78

HORMA E

I AGREE 10 PAY AGOVE TOTAL AMOUNT ACCORDING TO CARD ISSUEP AGREEMENT (MERCHANT AGREEMENT IF CREDIT VOUCHER)

\*\*\*CUSTOMER COPY\*\*\*

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DISPOSAL OF HATARDOUS WASTE The State of N.J. requires that all hazardous waste (Oil, Solvents, Anti-freeze, etc.) must be disposed by a licensed contractor in an environ-

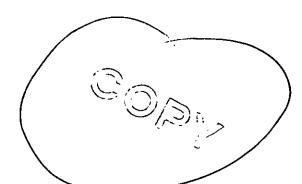
mentally safe manner. The charges for disposal of hazardous waste reflects our conformity to state law in addition to our concern for the environment

Line Op. Code Fail-CD Tech. Hours/Off Type Amount CUSTOMER STATES CK STEERING HARD AT TIMES REPL COLUMN

> A6 6513 15926870 8/COL REM

٠- ·-C 178.00 376.95 Line Total.... 554.95

Labor 178.00 376.95 **Parts** Shop SUPPLIES 1.78 SalesTax 38.97 TOTAL-AMOUNT 595.70



#### CUSTOMER COPY - PAGE 01

constitutes all of the unvention with respect to the sale of this item/items. The Seller bereby expressly disclaims all sarranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Soller meither assumes now authorises any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Marranty services described were performed at no charge to owner. There was no indication from the appearance of the webicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or edsuse. Records supporting this claim are available for (1) year from the date of payment motification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORITED PERSON (DATE)

### February 7, 2011



Service Request: 71-594829945

Customer Relationship Specialist: Anne Parks

Dear

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

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

We have reviewed your request for reimbursement on the steering column that you had repaired and are happy to inform you that you are being reimbursed for the full amount of the repair. We have enclosed a check in the amount of \$595.70.

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 American Operations General Motors Corporation Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-2530 50-937 CHECK NO. 213 DATE AMOUNT 01/24/08 XXXXXXXXXXXXX595 DOLLARS \*\*\*\*70 CENTS **\*\*\*\*\*\*\*\*\*\*\*\***595.70 North American Operations General Motors Corporation Disbursement Account PAY TO THE ORDER OF RAHWAY NJ The Chase Manhattan Bank, N.A. Syracuse, New York AUDIT North American Operations General Motors Corporation Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-2530 DETACH BEFORE DEPOSITING CHECK VENDOR DUNS NO 1 CHECK NO. 900952630 BB 000000280 PAYMENT DATE VENDOR NAME 01/24/08 REGISTER NO. DESCRIPTION INVOICE DATE DOC. REFERENCE NUMBER % DISC. INVOICE AMOUNT DISC. AMOUNT NET AMOUNT 01/23/08 | VM 1-9U59YZ .71-594829945.1-9U59YZ 00.0000 595.70 .00 595.70 1G1ZS52F55 ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REINBURSEMENT OR QUESTIONS CALL 800-462-8782 H3 595.70 .00 TOTAL 595.70