

19 DEC 2007 PM 2 L

DAYTONA BEACH

Reinbrosement Dept. Serval Motors Corp. P.O. Box 33170 Detroit, mechigan 48232-5170

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

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ուս և հայաստերի անձերում և առաջան առանական և հայաստերի առանական առաջան առաջան առաջան առաջան առաջան առաջան առաջ

CUSTOMER REIMBURSEMENT CLAIM FORM

| This section to be completed by Claimant | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| Date Claim Submitted: 12-18-2007 | | | | | | | | |
| 17-Digit Vehicle Identification Number (VIN): 1 G2Z G528 954 | | | | | | | | |
| Mileage at Time of Repair: 11-28-07 | | | | | | | | |
| Claimant Name (please print): | | | | | | | | |
| Street Address or PO Box Number: | | | | | | | | |
| City: FLAGLIER BEACH State: FL. ZIP Code: | | | | | | | | |
| Daytime Telephone Number (include Area Code) | | | | | | | | |
| Evening Telephone Number (include Area Code): | | | | | | | | |
| Amount of Reimbursement Requested: \$ 142.12 | | | | | | | | |
| The following documentation must accompany this claim form. | | | | | | | | |
| Original or clear copy of all receipts, invoices, and/or repair orders that show: | | | | | | | | |
| The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) | | | | | | | | |
| My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense Lincurred for the repair covered by this letter. | | | | | | | | |
| Claimant's Signature: | | | | | | | | |

Please mail this claim form and the required documents to:

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

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

CUSTOMER REIMBURSEMENT PROCEDURE

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

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

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

If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Pontiac Customer Assistance Center at 1.800.620,7668 (TTY 1.800.833.7668).





WWW. PONTIAC. GMC



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AUTOMOTIVE OROUP 901 N. NOVA ROAD • DAYTONA BEACH, FLORIDA • 32117

904-258-3311 www.jonhall.com

STATE OF FLORIDA REGISTRATION # MV #1361

Serving

CUSTOMER NO 19419 TIMOTAY ANGELIER 11721/07 549 1087 PNCS87166 LICENSE NO ABOR BATE 051143 44.511 SEDONA BEIG DELIVERY MILES 11/22/04 05/PONTIAC/G6SEDAN/2 WD FLAGLER BCH, FL SELLING DEALER NO. T G Z Z G 5 2 8 9 5 4 F.T.E.NO P.O. NO 11721/07 COMMENTS LABUR & PARTS J# 1 06PNZ STRNG/SUSP CONCERN TECH(S):488 35.00 Any controversy or claim arising out of or CUST STATES NOISE IN STEERING WHEN MAKING TURNS INT SHAFT LOOSE NEEDS SHAFT REPLACED, CUST DECLINED AT THIS TIME JOB # 1 TOTAL LABOR & PARTS 35.00 TOTALS ----TOTAL LABOR.... TOTAL PARTS.... TOTAL SUBLET... The standard OEM parts warranty is 12 months or 12,000 miles 35.00 Some parts may differ depending on thier origin or use. Contact your Service consultant Service Consultant for info. 0.00 0.00 TOTAL G.O.G.... 0.00 TOTAL MISC CHG. TOTAL MISC DISC court having jurisdiction thereof. ** Indicates Lifetime guarantee for Customer pay repairs 0.00 0.00 The State of Florida requires a \$1.50 fee collected for each New tire sold in the state, and a \$ 1.50 fee to be collected for each new battery. [s.403.718] Tire [s.403.7185] Battery TOTAL TAX..... 2.28 **TOTAL INVOICE \$** and hazardous materials and waste ge 37.28 used in vehicle repair is made on each Thank You for choosing Jon Hall Pontiac GMC ! This charge represents coal cust Assit. vehicle repair facility and the repair invoice TEMES TRICTLY CASH LESS ARRANGEMENTS MADE CUSTOMER SIGNATURE DISCLAIMER OF WARRANTIES - The seller hereby

1-866-790-5700

Carley 11/26-14

relating to this transaction shall be mediated and, if the parties are unable to reach a settlement at mediation, shall be settled by binding arbitration under the laws of the State of Florida, in accordance with the rules then in force of the American Arbitration Association, and any judgement upon the award rendered may be entered in any

A standard charge for shop-supplies, materials and expenses related to the handling any asposal

expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor dithorizes any other person to assume

Bill faid in cash.





PONTIAC. GMC



AUTOMOTIVE GROUP
901 N. NOVA ROAD • DAYTONA BEACH, FLORIDA • 32117-904-258-3311 www.jonhall.com

STATE OF FLORIDA REGISTRATION # MV 41361

| | | | | | | / - | \ \ \ | |
|---|--|---|--|---|--|---------------------------------------|--|---|
| | | | | | ON P | OPY | `) | |
| CUSTOMER NO. | 19419 | | TIMOTHY AN | IGELIER | 549 | 1139 | 11928/07 | "PNES87311 |
| | | | LABOR RATE | LICENSE NO. | MILEAGE | 44,824 | SEDONA BEIG | 051143 |
| FLAGLER | BCH, FL | | OS/PONTIA | C/G6SEDAN | /2 WD | | 11/22/04 | DELIVERY MILES 69 |
| | | | VEHICLE LOZNOZ G | 5 2 8 9 | 5 4 | | SELLING DEALER NO. | PRODUCTION DATE |
| | | | F T. E. NO | | P.O.NO. | | 11728/07 | E-MAIL |
| | - | BUSINESS PHONE | COMMENTS | | | _ | | |
| LABOR & PAR J# 1 06PNZ | STRM CUST SAYS TH TURNING, CUS INTERMEDIATE | NG/SUSP CONCERN HERE IS CLUNKING ST SEEKS ASSIST/ E STEERING SHAF RT ONLY FOR CUS | G NOISE FROM STEERING (ANCE FROM GM T IS BINDING | S):488 COLUMN WHEN | | WARRANTY | Any controversy or c relating to this transac and, if the parties a settlement at mediate binding arbitration up | tion shalf be mediate re unable to reach on, shalf be settled b |
| |)TYFP-NUMBE 1 22687 | | DESCRIPTION SHAFT KIT 6.526 | LIST PRICE | | WARRANTY 0.00 | State of Florida, in rules then in force of | accordance with the the American Arbitra |
| | | | JOB # | 1 TOTAL LAB | OR & PARTS | 0.00 | tion Association, and the award rendered n | |
| J# 2+06PNZ1 | LABOR TO INS | NG/SUSP CONCERN STALL STEERING | SHAFT | S):488 | ******* | 91.99 | court having jurisdiction | on thereof. |
| PARTS(| | TERMEDIATE STEE | DESCRIPTION | LIST PRICE- JOB # 2 T | UNIT PRICE- OTAL PARTS | 0.00 | A standard charge for shi expenses related to the ha and hazardous materials used in vehicle repair is n This charge represents co | indling and disposal of toxi and waste generated an nade on each repair orde |
| | · · · · · · · · · · · · · · · · · · · | , | J0B # | 2 TOTAL LAB | OR & PARTS | 91.99 | vehicte repair facility and the repair invoice. | |
| JOB # A | SS MAT | TERIAL/ENVIRONM | | TOT | AL - MISC | 6.44 6.44 | TERMS STR | HICTLY CASH GEMENTS MADE |
| The standard Some parts i Contact you | d OEM parts wa may differ dep r Service cons | arranty is 12 m pending on thie sultant Service | onths or 12,000 miles r origin or use. Consultant for info. tomer pay repairs | TOTAL TOTAL TOTAL TOTAL TOTAL | LABOR PARTS SUBLET G.O.G MISC CHG. | 91.99 0.00 0.00 0.00 6.44 | expressly disclaims all war implied, including any imp ability or fitness for a part assumes nor authorizes ai for it any liability in conne products | ranties, either expressed of blied warranty of merchan icular purpose, and neithe ny other person to assum |
| New tire so | ld in the stat | te, and a $\$$ 1.54 | ee collected for each 0 fee to be collected [s.403.7185] Battery | TOTAL | MISC DISC TAX | 0.00 6.41 104.84 | | |
| Thank You fo | or choosing Jo | on Hall Pontiac | GMC ! | | | | | |
| CUST | OMER SIGNATURE | <u> </u> | | | | | | |

ADE

JON HALL PONTIAC GMC 901 N NOVA RD DAYTONA FL 32117 (386) 258-3311

NOV 28, 2007 11:41AM

MERCH ID: 275254781881

REF #: 001

ACT #:

CARD : MASTERCARD

\$ 104.84

APPROVAL CODE: 061068

TRAN ID: MCC023KYS1128

I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT

SIGNATURE

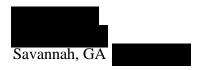
PELSANG/ELMER

THANK YOU! PLEASE COME AGAIN!

CUSTOMER COPY

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

February 4, 2011



Service Request: 71-594281508

Customer Relationship Specialist: Sam Curtis



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

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

We have reviewed your request for reimbursement on the power steering that you had repaired. We regret that we are unable to reimburse you the amount you requested because the part replaced is not the part covered by this special coverage.

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

Sincerely,

Pontiac Customer Assistance Center

tz: SAVIGA.



To: ReimbursEment department
P.O. BOX 33170
Detait, MI 48232-5170

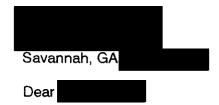
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CUSTOMER REIMBURSEMENT CLAIM FORM

| This section to be completed by Claimant | | | | | | |
|--|--|--|--|--|--|--|
| Date Claim Submitted: 09/21/2007 | | | | | | |
| 17-Digit Vehicle Identification Number (VIN): 16224528154 | | | | | | |
| Mileage at Time of Repair: 25,760 Date of Repair: 9/27/2007 | | | | | | |
| Claimant Name (please print): | | | | | | |
| Street Address or PO Box Number: | | | | | | |
| City: SAVANNAH State: GA ZIP Code: | | | | | | |
| Daytime Telephone Number (include Area Code): | | | | | | |
| Evening Telephone Number (include Area Code): | | | | | | |
| Amount of Reimbursement Requested: \$ 5, 453 :89 and 200 (ash Dedutific | | | | | | |
| The following documentation must accompany this claim form. | | | | | | |
| Original or clear copy of all receipts, invoices, and/or repair orders that show: | | | | | | |
| The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) | | | | | | |
| My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter. | | | | | | |
| Claimant's Signature: | | | | | | |
| Please mail this claim form and the required documents to: | | | | | | |
| A- Reimbursement Department P.O. Box 33170 Detroit, MI 48232-5170 Reimbursement questions should be directed to the following number: | | | | | | |
| Reimbursement questions should be directed to the following number: 1-800-204-0261 Please help me: 1-800-204-0261 By grice marke L be cause, it has problem by acquident it apprease be cause, it has problem by acquident it apprease be cause, it has problem by acquident it apprease be cause, or owe to have most regular at the original or send my car to dealer portion at Original or send my car to dealer portion at Thank you applein very in pretant 0013480/GMR2V071129R15 Page 03 ol 03 | | | | | | |
| be cause, you explain very in partant page 03 of 03 Page 03 of 03 | | | | | | |



December 2007



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

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

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

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

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

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

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





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

| 07126 1G2ZH528154 | 16 0013480 |
|-------------------|------------|
| SAVANNAH, GA | |
| 1.0 | |

THIS WRITTEN WARRANTY SHALL BE NULL AND VOID IF THE REPAIR IS ALTERED, ADJUSTED OR TAMPERED WITH BY ANY PERSON NOT AUTHORIZED BY WARRANTY GRANTOR. THIS WARRANTY IS NOT TRANSFERABLE.

SPECIFICALLY EXCLUDED:

- A. INCIDENTAL COSTS, SUCH AS TOWING FEES, CAR RENTAL CHARGES, TRAVEL EXPENSES, OR ASSEMBLIES AND COMPONENTS WHICH ARE NOT SPECIFICALLY COVERED BY THIS LIMITED WARRANTY, NOR ARE CONSEQUENTIAL DAMAGES SUCH AS DAMAGE TO OTHER ASSEMBLIES AND COMPONENTS RESULTING FROM A DEFECTIVE PART OR INSTALLATION OF SUCH PART INSTALLED OR REPAIRED DURING THE REPAIR.
 - B. RUST THROUGH, AND/OR DAMAGE CAUSED BY RUSTING OF INTERIOR OR EXTERIOR NON-REPLACED PANELS IS NOT COVERED.

THIS STATES ALL THE LIMITED WARRANTIES MADE BY THE SHOP AND CONTAINS THE ONLY PROMISES FOR WHICH IT WILL BE RESPONSIBLE.

CUSTOMER OBLIGATIONS: IN ORDER TO OBTAIN THE BENEFITS OF THIS WARRANT, THE OWNER OF THE VEHICLE MUST DO THE FOLLOWING:

A. PRESENT THE OWNER'S COPY OF THIS WARRANTY DOCUMENT TO THE WARRANTOR BEFORE REQUESTING WARRANTED REPAIRS OR PARTS, AND

B. HAVE ANY WARRANTED REPAIR, ADJUSTMENT, OR INSPECTION MADE ONLY AT THE PREMISES OF THE WARRANTOR, DURING NORMAL BUSINESS HOURS.

ALL WARRANTIES IMPLIED BY LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE WARRANTY PERIOD HEREIN AND SHALL EXPIRE AT THE END OF SUCH PERIOD.

| | , |
|---------------------------------|---------------|
| PURCHASER'S NAME: | |
| MAILING ADDRESS: | |
| CITY, STATE & ZIP: Sarannah | Ba |
| REPAIR ORDER NAME | MILEAGE: |
| VEHICLE YEAR/MAKE/MODEL: 2005 | Pontiac G6 GT |
| DATE OF PURCHASE: 10-12-0 | 1 |
| PURCHASER'S SIGNATURE: | |
| AUTHORIZED WARRANTOR SIGNATURE: | anula Blige |
| | 1.7 |

AUTHORIZATION FORM

WARD'S AUTO PAINTING & BODYWORKS

LIFETIME WARRANTY 1028 HWY 80/CHATHAM PARKWAY GARDEN CITY, GEORGIA 31408 PHONE (912) 966-1028 FAX (912) 966-1528

ESTIMATE OR REPAIR:

The Estimate of Repair includes parts, labor, diagnosis, and applicable taxes. If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. Upon signing this authorization, I understand that Ward's Auto Painting & Bodyworks will not be held responsible for loss or damage to vehicle or articles left in vehicle, while said vehicle is in their possession. I further understand, that my vehicle may be transported to another Ward's location if necessary, to have repairs completed in a timely & prompt manner.

ALL ORIGINAL ESTIMATES AND SUPPLEMENTAL DAMAGES MUST BE PAID IN FULL BEFORE THE VEHICLE IS RELEASED TO THE CUSTOMER.

| SORRY WE | DO NOT ACC | CEPT CHECKS. | Initial Here: |
|------------------------|---|--|---------------------|
| AUTHORIZED SIGN | ATURE: X | DATE | E: <u>X9/25/0</u> 7 |
| . ADDITIONAL REPA | IR AUTHORIZATION | AMOUNT: \$ DATE: | |
| PHONE#: | TIME: PERS | ON CONSENTING: | |
| | to customer before autincluding reassembly, | horization repairs are perforwill incur. | rmed, a diagnostic |
| behalf any and all che | aforementioned busines ecks, drafts, or bills of e credit on my account f | es as my attorney in first to a exchange for deposit to the for repairs on my vehicle, w | aforementioned |
| ACCEPTED BY: X | | DATE: <u>/</u> | 19/25/07 |
| *** | OFFICE US | E ONLY | ****************** |
| PAYMENT: | | DEDUCTIBLE | :\$ <u>050 00</u> |
| RECEIVED FROM | AMT RECEIVED | TYPE OF PAYMENT | <u>BALANCE</u> |
| - | \$ 250.00 | cash | <u> </u> |
| Daid 10-12- | 07 | | |
| PB | | | |

Date: 09/27/2007 09:03 AM Estimate ID: 07-3034091-01

Estimate Version: Committed

Profile ID: SAVNH ALLEXCEPTAMSM



SUPPLEMENTS MUST BE APPROVED BEFORE WORK BEGINS.

CONTACT ESTIMATING REPRESENTATIVE.

If an original estimate or supplement is conducted at a repair facility, the adjuster is to review the estimate in person with the repair shop and obtain a signed agree price. If this was not done on this inspection/supplement, or if there is an issue the adjuster was unable to resolve, please call the Network Team Leader: Jeffrey Chatland 912-655-2812.

Damage Assessed By: Walt Langford Claim Rep: April Stark * Product Type Auto Date of Loss: 09/21/2007 * Deductible: 250.00 Days to Repair: Policy No: * Claim Number: Insured: Claimant: Address: SAVANNAH, GA Telephone: Home Phone: Owner: Address: Telephone: Home Phone:

Mitchell Service: 910410

Description: 2005 Pontiac G6 GT

Body Style: 4D Sed

VIN: 1G2ZH528154

Mileage: 25,760

OEM/ALT: A Color: BLACK

ANTI-LOCK BRAKE SYS. (ABS), ALUMALLOY WHEELS, AIR CONDITIONING, POWER STEERING

POWER BRAKES, POWER WINDOWS, POWER DOOR LOCKS, TILT STEERING WHEEL CRUISE CONTROL, AM-FM STEREO, AUTOMATIC TRANSMISSION, POWER DRIVER SEAT AM-FM STEREO/COPLAYER(SINGLE), CENTER CONSOLE, PASSENGER-FRONT AIR BAG POWER REMOTE MIRROR, DISC BRAKES, SINGLE EXHAUST, 4-DOOR, DRIVER-FRONT AIR BAG

Vehicle Production Date: 00/00

License:

Search Code: SAVANNAH2

Drive Train: -3.5L Inj 6 Cyl 4A FWD

| Line Entry Labor Item Number Type | | | | Line Hern | Part Type/ | Dollar | Labor | |
|--------------------------------------|------------|----------|------------------------|--|------------|---------|--------------|-------|
| | | 1 ype | Operation | Description | Part Numbe | Amount | <u>Units</u> | |
| | | | | FRONT BUMPER | | | | |
| 1 | | BDY | OVERHAUL | FRT BUMPER COVER ASSY | | | | 2.8 |
| 2 | 800000 | BDY | REMOVE/REPLACE | FRT BUMPER COVER | 19120467 | GM PART | 398.08 | INC 1 |
| 3 | | REF | REFINISH | FRT BUMPER COVER | | | | C 2.6 |
| 4 | 000011 | 8DY | REMOVE/REPLACE | FRT BUMPER ADHESIVE EMBLEM | 25771372 | GM PART | 36.35 | 0.1 |
| 5 | 000012 | BDY | REMOVE/REPLACE | FRT BUMPER IMPACT ABSORBER | 22624987 | GM PART | 134.70 | INC |
| 6 | 000016 | BDY | REMOVE/REPLACE | L FRT BUMPER BRACKET | 22703311 | GM PART | 13.73 | INC |
| ES | TIMATE R | ECALL N | NUMBER: 09/27/2007 09: | 03:28 07-3034091-01 | | | | |
| | | | | Ultrabiliste is a Trademark of Milichell International | | | | |
| Mite | chell Data | Version: | SEP_07_A | Copyright (C) 1994 - 2005 Mitchell International | | | Page | 1 of |
| Ulta | raMate Ver | sion: | 6.0.027 | All Rights Reserved | | | | |

| | | | | | | Estimate | imate ID: Version: | 09/27/2007 09:0 07-3034091-01 0 | 3 AM |
|----------|------------|------------|----------------------------|---|--------------|------------|-----------------------|---------------------------------------|--------------|
| | | | | ./ _ | | | ommitted | SAVNH ALLEX | ~EDTANCN |
| 7 | 000014 | BDY | REMOVE/REPLACE | FRT BUMPER WIPACY BAR | , <u></u> | 22692632 | GM PAR | | 1.5 # |
| 8 | 000021 | BDY | REMOVE/REPLACE | FRT BUMPER SPLASH SHIELD | | 15859479 | GM PAR | · - · · · · | INC |
| 9 | 000027 | BDY | REMOVE/REPLACE | R OTR UPR GRILLE | | 15221712 | GM PAR | T 36.21 | INC # |
| 10 | 000028 | BDY | REMOVE/REPLACE | LOTR UPR GRILLE | | 15221711 | GM PAR | | INC # |
| 11 | 000029 | BDY | REMOVE/REPLACE | R INR UPR GRILLE | | 22699328 | GM PAR | | INC # |
| 12 | 000030 | BDY | REMOVE/REPLACE | L INR UPR GRILLE | | 22699329 | GM PAR | T 32.87 | INC # |
| 13 | 002488 | BDY | REMOVE/REPLACE | R LWR GRILLE | | 15243287 | GM PAR | T 48.78 | INC # |
| 14 | 002489 | BDY | REMOVE/REPLACE | L LWR GRILLE | | 15243286 | GM PAR | T 48.78 | INC # |
| | | | | FRONT LAMPS | | | | | |
| 15 | 000033 | BDY | REMOVE/REPLACE | R FRONT COMBINATION LAMP AS | SEMBLY | " Non-OEA | vit | 130.00 | INC |
| 16 | | BDY | CHECK/ADJUST | HEADLAMPS | | | | | 0.4 |
| 17 | | | | Sherry @ keystone | | | | | |
| 18 | 000034 | BDY | REMOVE/REPLACE | L FRONT COMBINATION LAMP AS | SEMBLY | ** Non-OEA | M | 130.00 | INC |
| 19 | | | | sherry @ keystone | | | | | |
| 20 | 000050 | BOY | REMOVE/REPLACE | R FRT FOG LAMP ASSEMBLY | | ** Non-OEA | Á | 61.14* | INC # |
| 21 | | | | tammy @ port city | | • | | | |
| 22 | 000051 | BDY | REMOVE/REPLACE | L FRT FOG LAMP ASSEMBLY | | ** Non-QEN | M | 61.14 | INC # |
| 23 | | | | tammy @ port city | | | | | |
| | | | | _HOOD | | | | | |
| 24 | 000058 | BDY | REPAIR | HOOD PANEL | | Existing | | | 2.5* |
| 25 | | REF | REFINISH/REPAIR | HOOD PANEL | | | | (| 3 1.3* |
| 26 | | | | MODIFIED REFINISH WITH FULL (| CLEAR COAT | | | | |
| 27 | 000082 | BDY | REMOVE/REPLACE | COOLING RADIATOR | | ** Non-OEA | đ | 155.00 * | INC # |
| 28 | | 22/ | | Sherry @ keystone | | | | | |
| 29 | 000089 | BDY | REMOVE/REPLACE | L COOLING RADIATOR BAFFLE | | 22705986 | GM PAR | | DIG # |
| 30 31 | 000100 | BDY | REMOVE/REPLACE | COOLING FAN BLADE | | ** Non-OEA | И | 148.00 | INC # |
| 31 | | | | sherry @ keystone AC /HEATER/VENTILATI | na. | | | | |
| 32 | 001324 | MCH. | REMOVE/REPLACE | AC REFRIGERANT RECOVERY | -M | | | | 0.3 |
| 33 | 000117 | | REMOVE/REPLACE | AIR COND CONDENSER | -M | ** Non-OEM | | 196.00 * | |
| 34 | | MCH | REMOVE/REPLACE | EVACUATE & RECHARGE A/C | -M | INGIOLI | •• | 150.50 | 1.4 |
| 35 | | | | sherry @ keystone | • | | | | , , , , |
| | | | | FRONT FENDER | | | | | |
| 36 | 001114 | 8DY | REMOVE/INSTALL | R FENDER ASSY | | | | | 1.5*# |
| 37 | | | | access upper tie bar replacement | | | | | |
| 38 | 001115 | BDY | REMOVE/INSTALL | L FENDER ASSY | | | | | 1.5*# |
| 39 | | | | access upper tie bar replacement | | | | | |
| 40 | 000138 | BDY | REPAIR | L FENDER PANEL | | Existing | | | 3.5*# |
| 41 | | REF | refinish | L FENDER OUTSIDE | | | | | 0 1.9 |
| 42 | 000146 | BDY | REMOVE/REPLACE | L FENDER LINER | | 15255732 | GM PAR | T 34.73 | 0.4 |
| 40 | 000400 | DD\ | 054005555 | FRONT INNER STRUCTU | | 05000000 | OM 0 | NT 000 50 | E O # |
| 43 44 | 000163 | BDY REF | REMOVE/REPLACE | UPR FRONT BODY TIE BAR UPPER TIE BAR | - S | 25800756 | GM PAR | T 200.59 | 5.9 # 1.0 |
| 45 | 001067 | | REFINISH REMOVE/REPLACE | | -S | 15867379 | GM PAR | T 415.36 | 5.0*# |
| 46 | 001007 | REF | REFINISH | L FRONT BODY SIDE RAIL L SIDEMEMBER | ~> | 1300/3/9 | GM FAR | T 415.36 | 1.0 |
| 47 | | KEF | KELINIOH | section in left rail | | | | | 1.0 |
| 71 | | | | WHEEL | | | | | |
| 48 | 000217 | BDY | REMOVE/INSTALL | WHEEL | | Existing | | | 0.3 |
| 49 | , | | | R&R Time Used in R&I Operation | | | | | |
| | | | | FRONT SUSPENSION | | | | | |
| 50 | 001340 | MCH | REMOVE/REPLACE | BLEED BRAKE SYSTEM | _ -M | | | | 0.5 |
| 51 | 000255 | MCH | REMOVE/INSTALL | R FRT SUSP STRUT ASSY | -M | Existing | | | 1.4 # |
| 52 | | | _ | R&R Time Used in R&I Operation | | • | | | • |
| 53 | | | | needed to removed shelld need to fram | ne rail | | | | |
| | | | | ELECTRICAL | | | | | |
| 54 | 000388 | BDY | REMOVE/INSTALL | BATTERY | | Existing | | | INC |
| ES | TIMATE R | ECALL N | UMBER: 09/27/2007 09: | 03:28 07-3034091-01 | | | | | |
| | | | | UltraMate is a Trademark of Mitchell | | | | | |
| | chell Data | | SEP_07_A | Copyright (C) 1994 - 2005 Milchell (| niernational | | | Page 2 | 2 of 6 |
| Ulf | aMate Ver | OICHI. | 6.0.027 | All Rights Reserved | | | | | |

Date: 09/27/2007 09:03 AM Estimate ID: 07-3034091-01

Estimate Version: 0
Committed

| | | | | | · /_ | \ \ | Pmfile iD: | SAVNH ALLEXO | CEPTAMSM |
|----------|--------|-------|-----------------------------------|--|---------------------------|------------------|-------------|------------------|----------|
| 55 | 000162 | BDY | REMOVE/INSTALL | BATTERY TRAY | | - Existing | 1 10100 10. | ON VIVIT ALLEAG | INC # |
| 56 | 000394 | BDY | REMOVE/REPLACE | DUCT | / \\ \\ \(\(\) \/ | 22660814 | 7 GM PAR | г 7.96 | |
| 57 | 000400 | BDY | REMOVE/REPLACE | HIGH NOTE HORN ASSY | | 89046919 | GM PART | г 60.04 | INC # |
| 58 | 000401 | BDY | REMOVE/REPLACE | LOW NOTE HORN ASSY | (| 89046918 | GM PART | 66.36 | INC # |
| | | | • | | <u> </u> | | | | |
| 59 | 000450 | BDY | REMOVEANSTALL | R WISHRELD WASHER NOZ | ZLE | Existing | | | 0.2 |
| 60 | | | | R&R Time Used in R&I Opera | tion | | | | |
| 61 | 000451 | BDY | REMOVE/INSTALL | L W/SHIELD WASHER NOZ | ZLE | Existing | | | 0.2 |
| 62 | | | | R&R Time Used in R&I Opera | löon | | | | |
| 63 | 000453 | BDY | REMOVE/REPLACE | W/SHIELD WASHER TANK | | 22711037 | | | 0.3 # |
| 64 | 000457 | BDY | REMOVE/REPLACE | WISHIELD WASHER PUMP | | 22675866 | GM PAR | r 50.26 | INC # |
| | | | | FRONT DO | <u>or_</u> | | | | |
| 65 | 000541 | BDY | REPAIR | L FRT DOOR REPAIR PANE | L | Existing | | | 0.5*# |
| 66 | | REF | REFINISH/REPAIR | L FRT DOOR REPAIR PANE | _ | | | C | 1.0* |
| 67 | | | | MODIFIED REFINISH WITH | FULL CLEAR COAT | | | | |
| 68 | 001223 | BDY | REMOVEANSTALL | L FRT OTR BELT MOULDIN | G , | | | | INC # |
| 69 | 001225 | BDY | REMOVE/INSTALL | L FRT UPR DOOR GLASS F | | | | | 0.9 # |
| 70 | 000545 | BDY | REMOVE/INSTALL | L FRT DOOR ADHESIVE M | DULDING | Existing | | | 0.4* |
| 71 | | | | includes clean and relape | | | | | |
| 72 | 001231 | BDY | REMOVEANSTALL | L FRT DOOR TRIM PANEL | | | | | INC |
| 73 | 001237 | BDY | REMOVEMNSTALL | L FRT OTR DOOR HANDLE | | | | | 0.3 # |
| | | | | ADDITIONAL COSTS | | | | | |
| 74 | 936012 | | ADD'L COST | HAZARDOUS WASTE DISP | | | | 3.50 * | |
| | | | | ADDITIONAL OPE | <u>rations</u> | | | | |
| 75 | | REF | add'l opr | CLEAR COAT | | | | | 2.2 |
| | | | | ADDITIONAL COSTS | MATERIALS | | | | |
| 76 | | | ADD'L COST | PAINTAMATERIALS | | | | 308.00 * | |
| | | | | MANUAL ENT | RES | ~ | | | |
| 77 | 900500 | REF * | REMOVE/REPLACE | FLEX ADDITIVE | Day. | Sublet Sublet | | 8.00 * 8.00 * | |
| 78 79 | 900500 | REF * | refin ish/repair Repair | COVER CAR FOR OVERSP SET UP AND MEASURE | KAY | Subseting : | | 6.00 | 2.0* |
| 80 | 900500 | BDY • | REMOVE/REPLACE | FRONT WHEEL ALIGNMEN | т | Subjet | - | 69.95 ° | |
| 81 | 900500 | FRM* | REPAIR | PULL AND ALIGN | | Existing . | | 03.50 | 4.5* |
| 82 | 300000 | LIM | NEFAIN | rivit frame homs, left suspens | ion mount ama | Crastila | | | 4.0 |
| 83 | 900500 | REF * | REFINISH/REPAIR | CORROSION PROTECTION | | Sublet | | 10.00 * | 0.0* |
| 84 | 900500 | REF * | REFINISH/REPAIR | SEAM SEALER | 4 - 44m 45/21/ 1/F1 1/19/ | Subject | | 5.00 * | |
| 85 | 900500 | MCH* | REMOVE/REPLACE | AUTOMATIC TRANSMISSIC | ON OIL- 2 OTS | Sublet | | 6.25* | |
| 86 | 900500 | BDY * | REMOVE/REPLACE | COOLANT - 1 GAL | | Sublet | | 10.00 * | |
| 87 | 900500 | BDS * | REPAIR | PDR CENTER OF HOOD | | Sublet | | 125.00 * | |
| | | • | | | | - | | | |

^{* -} Judgment Item

- Labor Note Applies

** Non-OEM - Non-Original Equipment Manufacturer Replacement Part

C - Included in Clear Coat Calc

KEYSTONE AUTOMOTIVE 429 TALLEYRAND AVE. JACKSONVILLE FL 32202 (800) 432-8019 (904) 354-2400 ACTION CRASH PROG SAVANNAH 1321 HWY. 80 W. SAVANNAH GA 31408 (866) 375-4374 (912) 231-0800

15 ** GM2503263 130.00 18 ** GM2502255 130.00 30 ** GM3115178 148.00

2 19120467 GM PART 398.08

EST/MATE RECALL NUMBER: 09/27/2007 09:03:28 07-3034091-01

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Estimate Version:

09/27/2007 09:03 AM Estimate ID: 07-3034091-01

Committed

Profile ID: SAVNH ALLEXCEPTAMSM

Seatbelt and Supplemental Restraint System (SRS) Replacement

"All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep"

"Refer to manufacturer SRS replacement requirements"

| 1. | Labor Subtotals Body Bdy-S Refinish Frame | Units 30.2 0.0 11.0 4.5 | Rate 40.00 40.00 40.00 60.00 | Addfi Labor Amount 0.00 0.00 0.00 | Sublet Amount 0.00 125,00 23.00 0.00 | Totals 1,208.00 125.00 463.00 270.00 | 61 . | Part Replacement Summary Taxable Parts Sales Tax @ 7 Non-Taxable Parts | - 7.000% | Amount 2,806.20 196.43 86.20 |
|------|---|-------------------------------------|--|--|---|--|-------------|--|-------------|---------------------------------------|
| | Mechanical | 3.6 | 60.00 | 0.00 | 0.00 | 216.00 | | TWO PROMOTE POINTS | | 30.20 |
| | Labor Summary | Non-Taxal 49.3 | | | | 2,282.00 2,282.00 | | Total Replacement Parts Amount | | 3,088.83 |
| 111. | Additional Costs Taxable Costs | | | | | Amount 308,00 | IV. | Adjustments Insurance Deductible | | Amount 250.00- |
| | | Sales Tax | | Q 7 | .000% | 21.56 | | Contones Deservathilly | | 250.00- |
| | Non-Taxable | Costs | | | | 3.50 | | Customer Responsibility | | 250.00- |
| | Total Addition | al Costs | | | | 333.06 | | س ے ہیں۔ ،،، ر | | • • · · |
| | | • | | | | | l. | Total Labor: | | 2,282.00 |
| | | | | | | | Đ. M. | Total Replacement Parts: Total Additional Costs: | | 3,088.83 333.06 |
| | | | | | | | 111. | Gross Total: | | 5,703.89 |
| | | | | | | | IV. | Total Adjustments: Net Total: | | 250.00- 5,453.89 |

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Point(s) of Impact 11 Left Front Corner (P)

ESTIMATE RECALL NUMBER: 09/27/2007 09:03:28 07-3034091-01

Mitchell Data Version: UltraMate Version:

SEP_07_A 6.0.027

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Page 4 of 6

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

Issued by:

Certificate No. 1G2ZH528054

Pontiac

Issue Date: April 4, 2011

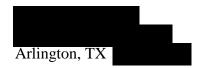
Issued exclusively for:

Arlington, TX

Valid through: October 3, 2009

Amount: One Thousand Five Hundred Dollars and Zero Cents

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



Service Request: 71-668451055

Customer Relationship Specialist: Sharon Turknett



Thank you for your recent inquiry. We are sorry you have experienced concerns with your 2005 Pontiac G6. Customer satisfaction is a top priority for us at Pontiac.

Confirming our conversation regarding your Pontiac, vehicle identification number, 1G2ZH528054 enclosed is the Owner Loyalty Certificate for the amount of \$1,500.00. This certificate is valid through October 3, 2009, towards the purchase, SmartLease or SmartBuy of a new, unused General Motors vehicle. This certificate may be used in addition to any other retail purchase incentive programs available at the time of purchasing a new vehicle.

We are proud you made Pontiac your choice when you purchased your 2005 Pontiac G6 and trust you will give us the opportunity to retain you as a valued Pontiac customer. Should you have any questions regarding General Motors' products and current incentives, please call Pontiac Marketing Support at 800-276-6842. You may also begin your shopping by logging on to the GM Vehicle Showroom at www.gm.com to view our products.

We hope you will take advantage of this special incentive offer, and assuming you do, simply present the certificate to your dealer after you have negotiated your best deal, sign the certificate and your dealer will complete the necessary information and process it for you.

Sincerely,

Pontiac Customer Assistance Center





MFD BY GENERAL MOTORS CORP.

DATE 11/07 GVWR 1987 KG 4381 LB

GAWR FRT 1055 KG 2326 LB

GAWR RR 932 KG 2055 LB

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY, BUMPER, AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

1G1ZG57B08F

TYPE: PASS CAR























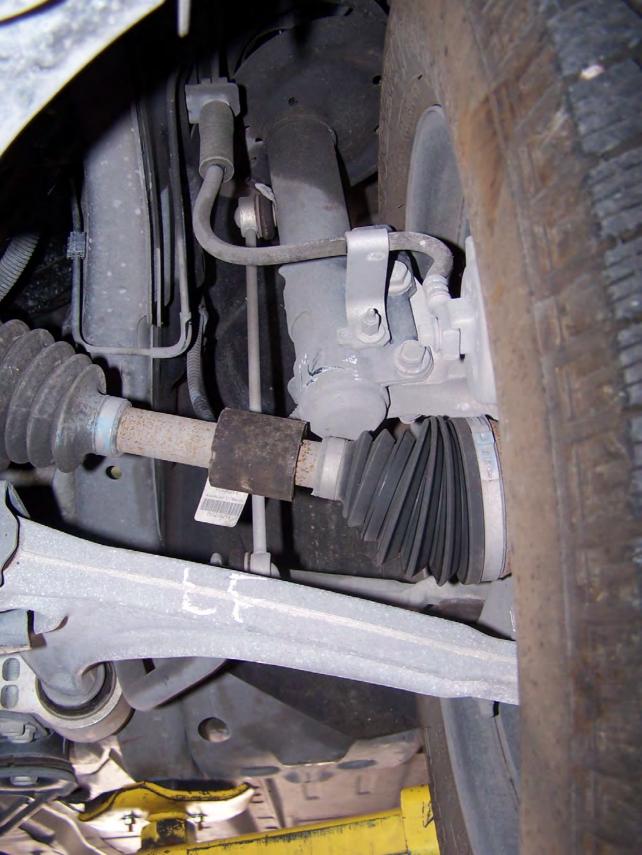




















nic information Status ECU Name EBCM Instrument Panel Cluster Power Steering Control Mo Radio Remote Control Door Lock Power Steering Control Module DLC Pin : 14, View All Restart

DICS

Veh. DTC Info.

ECU Name

Status

Power Steering Control Mo

0

Power Steering Control Module

M.C Pin : 14, 6

Restart View All DICS











CDR File Information

| Vehicle Identification Number | 1G1ZG57B08F |
|-------------------------------|--|
| Investigator | Gary L. Dixon |
| Case Number | 71-669694600 |
| Investigation Date | Monday, October 13 2008 |
| Crash Date | Friday, October 3 2008 |
| Filename | 10-13-08 71-669694600 1G1ZG57B08F |
| Saved on | Monday, October 13 2008 at 11:16:40 AM |
| Collected with CDR version | Crash Data Retrieval Tool 3.09 |
| Reported with CDR version | Crash Data Retrieval Tool 3.09 |
| 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

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 | 00 | 01 | 00 | 00 | 4D | 00 | 00 |
|--------------|----------|----------|----------|----------|----------|----|----|
| \$02 | 30 | 00 | 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 |
| \$05 | 00 | 0 A | 00 | 00 | 00 0A | 10 | 96 |
| \$07 | 00 | 29 | 00 | 00 | 00 | 00 | 00 |
| \$07 | 00 | FF | 00 | 00 | 00 | 00 | 00 |
| \$09 | 00 | 8B | 8A | 00 | 00 | 00 | 00 |
| \$0A | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$0B | 1C | 06 | 01 | 0F | 00 | 00 | 00 |
| \$0C | 80 | 00 | 80 | 00 | 00 | 00 | 00 |
| \$0D | FE | B9 | 40 | 00 | 00 | 00 | 00 |
| \$0E | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$0F | BB | 80 | 00 | 00 | 00 | 00 | 00 |
| \$10 | 47 | 31 | 5A | 47 | 35 | 37 | 42 |
| \$11 | 30 | 38 | 46 | 31 | 36 | 32 | 36 |
| \$12 | 37 | 32 | 00 | 00 | 00 | 00 | 00 |
| \$13 | 01 | 04 | 44 | 00 | 00 | 00 | 00 |
| \$14 | 06 | 57 | 54 | BB | 00 | 00 | 00 |
| \$15 | 6B | 96 | CF | BF | 00 | 00 | 00 |
| \$16 | 08 | 0A | 0D | 10 | 11 | 07 | 00 |
| \$17 | 04 | 04 | 03 | 03 | 02 | 02 | 00 |
| ; \$18 | 03 | 02 | 00 | 00 | 00 | 07 | 07 |
| \$19 | 03 | 03 | 00 | 00 | 00 | 00 | 00 |
| ;1B | FF | 30 | 00 | 66 | 00 | 1A | 00 |
| \$1C | FF | 30 | 00 | 66 | 00 | 1A | 00 |
| \$1D | 4F | 4F | 00 | 00 | 00 | 00 | 00 |
| \$1E | 4F | 4F | 00 | 4F | 00 | 01 | 00 |
| \$1F | 33 | C1 | 00 | 00 | 00 | 00 | 00 |
| \$20 | 40 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$21 | FF | FF | 00 | 00 | 50 | 00 | 00 |
| \$22 | 00 | 91 | 00 | 00 | 00 | 00 | 00 |
| \$24 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$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 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$2B | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$2D | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$2E | 00 | FF | F0 | 06 | D0 | 00 | 00 |
| \$2F | 00 | FE | 06 | D0 | 00 | 00 | 00 |
| \$30 | 9D | 00 | 00 | 00 | 00 | 00 | 00 |
| \$31 \$32 | FF F8 | FF 80 | FF | FF 80 | FF 00 | 00 | 00 |
| \$32 \$33 | | | FF | | FF | 80 | 00 |
| \$33 \$34 | FF FF | FF FF | FF FF | FF FF | FF | 80 | 00 |
| \$35 | FF | FF | FF | FF | FF | 80 | 00 |
| \$36 | FF | FF | FF | FF | FF | 80 | 00 |
| \$37 | F8 | 80 | F8 | 0F | 0F | CA | FE |
| \$38 | FF | 80 | C0 | 80 | FF | CO | FC |
| \$39 | FF | FF | FF | FF | FF | 80 | 00 |
| \$3A | FF | FF | FF | FF | FF | 80 | 00 |
| \$3B | 7F | 0F | 1F | 1F | 3F | 00 | 00 |
| \$3C | 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 | ΕO | FF | 00 | 00 | 00 | 00 | 00 |
| \$41 | F8 | F8 | 90 | 00 | 00 | 00 | 00 |
| \$42 | 80 | FF | FF | FF | FF | 00 | 00 |
| 1G1ZG | 57B0 | 8F | | | | | |
| | | _ | | | | | |



1G1ZG57B08F



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$44 FF FF FF FF FF 00
$45 FF FF FF FF FF 00
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$48
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$49
   FF FF FF FF FF 00
$4A
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$4B
   FF FF FF FF FF 00
$4C
    FF FF FF FF FF 00
$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
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   FF FF FF 00 00 00 00
$53
$54
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$69
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$6B FF FF FF FF FF 00
$6C FF FF FF FF FF 00
$6D
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    FF FF FF FF FF 00
$6E
$6F
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$77
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$78
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$79
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$7A 82 FF FF 00 00 00 00
$7B FF FF FF FF FF 00
$01
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$02
    3F 0A 00 00
$03
    41 54 31 30 39 38 52 30 30 31 44 34 38 33 31 30
$04
    3F 0A 00 00
$05
    42 55 00 00 00 00 52 FF FF FF FF FF FF FF FF FF
$06
    FF FF 00 00
$07
    42 54 00 00 00 00 52 FF FF FF FF FF FF FF FF FF
$08
    FF FF 00 00
$0D
    41 48 31 30 39 37 52 30 30 44 34 41 43 30 31 30
$0E
    3F 0A 00 00
$0F
    41 4A 31 30 39 37 52 30 30 36 38 39 34 35 39 30
$10
    3F 0A 00 00
$13
    42 52 33 38 32 30 4A 32 37 32 38 35 34 31 48 39
   4B 18 00 41
$14
$17
    $18
   FF FF FF FF
$21
    27 35 B4 97 0E F2 9E 3F
    10 96
$22
$23
    FA 5A FA FA FA FA
$24
    FA 5A FA FA FA FA
$25
    FA 5A FA FA FA FA
$26
    FA 5A FA FA FA FA
$40
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    FF 30 00 66 00 1A
$41
$42 D0 E4
$43 00 00 8E 80
```





```
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$45 07 01 07 01 05 01
$46 00 OF OF 64 64
$47 OA 64 02 04 04 05 OA 06 04 OA 00 00 FA 00 00 FF 04 64
$48
    18 08 08
$B0 58
$B1
    FD FE 00
$B2 FF FF FF FF
$B4 41 53 31 30 39 36 32 31 30 39 36 55 20 20 20 20
$В7
    50 AA 01 02 07
$B8 44 45 84 05 04
$C1 30 32 30 37
$CA 30 32 30 37
$CB 00 F1 69 28
$CC 00 F1 69 28
$D1
    00 00
$DB 00 00
$DC 00 00
```



Service Satisfaction Survey

| | or | telephone n | umber he | re: | | , | |
|------------|--|-----------------------------|-------------------|----------------------------|---------------------------|-------------------------|-----------------------|
| Di | ssatisfied Customer — — | | · | | | - | |
| | | | | | | | |
| | Pasadena IX | me telepho | ne: | | | | |
| | Hardandalandalandalandalahalahalah | ange to: (| , | | | | |
| | | ease provid | le us with | your <u>pref</u> | erred ema | il address | i: |
| Dea | ar i | | | | | | |
| Oui | r records indicate that you had your 2008 Malibu serviced at Norman F | rede Chevr | olet on S | eptember | 23, 2008. | Our goal is | . |
| for per | you to be completely satisfied. Please take a few minutes to complete be sonnel and services. If you prefer, you can respond to this survey online ir personal User ID: | oth sides of by going to | this quest | ionnaire al dealerships | oout our de survey.com | alership's and enter | ing |
| of c | ur timely response is very important to us and will be used to direct the co our customers. For information on GM's privacy statement, please visit o 66MYPRIVACY (1-866-697-7482). | | | | | expectation | ons |
| | ank you for having your vehicle serviced at Norman Frede Chevrolet. | | | | | | |
| | Sir | ncerely, | | | | | |
| | | Q, | | | | | |
| | ی | Do f | | | | | |
| | | ott Lawśon, istomer and | | | es | | |
| | Instructions | | | | | | |
| | Please use a dark pen or pencil (preferably blac | k) when fill | ing out th | nis survey | | | |
| | Please check this box if you no longer own/lease this 2008 | 3 Malibu, a | nd return | the ques | tionnaire. | | |
| ** PL | EASE HAVE THE PERSON WHO TOOK THIS VEHICLE IN FOR SERV | ICE ON SE | PTEMBE | R 23, 200 | B, COMPLI | ETE THIS | |
| SUR | VEY.** About Your C | hevrolet [|)ealersh | in's Serv | ice Dena | rtment | - |
| | | | | .p 0 0011 | | | |
| | | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied | |
| 1. | How satisfied were you with the convenience of the Service Department's hours? | 🗀 | | | | | |
| | | | | Does Not | | | |
| | | Yes | No | Apply/Not Required | Don't Know | | |
| 2. | Were services available to you on both an appointment and non-appointment basis? | 122 | | | | | |
| 3. | When arriving for service, were you greeted promptly? | 22 - | | | | | |
| | , | Completely | Very | | Somewhat | Not At All | |
| 4. | How satisfied were you that all dealership personnel treated | Satisfied | Satisfied | Satisfied | Satisfied | Satisfied | |
| | you in a courteous, fair, and professional manner? | 🛘 | 7 | | | | |
| | About Your Service Consultant/Ad | visor | : | | | | |
| | | Completely | Very | | Somewhat | Not At All | |
| 5. | How satisfied were you that your Service Consultant took | Satisfied | Satisfied | Satisfied | Satisfied | Satisfied | |
| | enough time to thoroughly understand your service request? | 🗆 | | | . 🗆 | | |
| | | | | Does Not Apply/Not | Don't | | |
| • | NA CONTRACTOR OF THE CONTRACTO | Yes Ø | No man | Required | Know | | |
| 6. | Were you offered transportation options? | e | (7) | ب | | | Does Not |
| _ | | Completely Satisfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied | Apply/Not Required |
| 7. | How satisfied were you that you were kept informed about the status of your service request? | 🗅 | | | | | |
| | | | | No Time | | | |
| | | Yes | No | Promised | | | |
| 8. | Was your vehicle ready by the original time promised? | 🗆 | | | | | |

1G1ZG57B08F 30190 021839256779 00000114910 286151 Please complete other side CSI 020730

About Your Service Consultant/Advisor (continued)

| | | | pletely isfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied | |
|-----|--|---------------|-------------------|-------------------|---------------------|-----------------------|-------------------------|----------|
| 9. | How satisfied were you with the explanation you were given of all services performed? | [| | 塱 | | | | |
| 10. | Overall, how satisfied were you with your Service | | _ | _ | _ | _ | _ | |
| | Consultant? | [| | 2 2 | | | | |
| | | | | Abou | it Service | Delivery | | |
| 11. | When you picked your vehicle up, how satisfied were you with: | | pletely sfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied | |
| | The time it took to complete the transaction? | [| | | Œ | | | |
| | - The ease of getting your vehicle? | | | | 0 | | | |
| | - The condition in which it was returned? | [| | | | | | |
| | | Ye | es | No | | | | |
| 12. | Were ALL of your service concerns corrected on this service visit? | [| | | | | | |
| | IF NO, why not? (check all that apply) | | | | | | | |
| | Condition explained - repair not necessary Work performed did not correct the problem Service Department could not duplicate problem Service Department was too busy | | ed repa please | air | | | | |
| 40 | | | oletely sfied | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied | |
| 13. | How satisfied are you that your vehicle was fixed right on this service visit? | | | | | Ø | | |
| | | Ye | es | No | | | | |
| 14. | Were you given a copy of the completed repair order/invoice? | _ | ĝ i | | | | | |
| • | The state of the s | | _ | | | | | |
| | | Ye | es | No | Not Sure | 1 | | |
| 15. | Were you contacted shortly after this service visit to determine your satisfaction with the dealership's service? | | ٦ | | | | | |
| | The second secon | | | _ | _ | | | |
| | Summing Up Your Experie | ence | | | | | | |
| | | • | oletely | Very | | Somewhat | Not At All | |
| 16. | Based on this service visit, overall, how satisfied are you | Satis | _ | Satisfied | Satisfied | Satisfied | Satisfied | |
| | with Norman Frede Chevrolet? | | | | | П | | |
| | | Defin Wo | | Probably Would | Might/ Might Not | Probably Not | Definitely Not | |
| 17. | Would you recommend this dealership for service? | [| | | | Q | | |
| | | Comp Satis | | Very Satisfied | Satisfied | Somewhat Satisfied | Not At All Satisfied | |
| 18. | Overall, how satisfied are you with your 2008 Malibu? | | - | | П | | (2) | |
| | | | _ | • | | | • | |
| 19. | Are you Male Female | | | | | | | |
| 20. | Your age Under 25 | - 44 | | 15 - 54 | | 55 - 64 | 2 65 | or older |
| | | | | | Yes | | No | |
| 21. | May we include your name when providing this survey information to | o your dea | atership | ? | | | 2 | |
| 22. | Do you have any other comments/recommendations about Norman I | Erada Chi | ovralat | 2 | | | | |
| 22. | | | | | | _ | 14 | n 16 / |
| | My car her been lanch | in a | sko | 10 1 | or | 3 wee | koi | Wol |
| | My car hus been louck a | no li | 1 | 24 | 10. | 3/1 | . دمیودر | 185 |
| | - supply on many | CENTA | | gen | ay c | | ag | |
| | If you have an issue with your vehicle or a c | concern | requi: | , ring imr | । nediate a | ttention. | we , | |
| | encourage you to first contact your dealer. If fu | | | _ | | - | | |
| | Chevrolet Customer Assistan | ice Cent | er: 1-8 | 300-222 | -1020 | | | |
| | | | | | | | | 0200 |
| | | | | | | | | ひムフン |

Thank You!!
Your opinions will help us serve you better.

Please return this questionnaire in the self-addressed, postage-paid envelope to: CHEVROLET MOTOR DIVISION, P.O. BOX 10054, TOLEDO, OH 43682-4074

2102

1G1ZG57B08F 30190 021839256779 2814862240 286151







| CDR File Information | |
|-------------------------------|----|
| Vehicle Identification Number | 1G |

| O = 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | | | | |
|--|--|--|--|--|--|
| Vehicle Identification Number | 1G1ZG57B08F | | | | |
| Investigator | Gary L. Dixon | | | | |
| Case Number | 71-669694600 | | | | |
| Investigation Date | Monday, October 13 2008 | | | | |
| Crash Date | Friday, October 3 2008 | | | | |
| Filename | 10-13-08 71-669694600 1G1ZG57B08F | | | | |
| Saved on | Monday, October 13 2008 at 11:16:40 AM | | | | |
| Collected with CDR version | Crash Data Retrieval Tool 3.09 | | | | |
| Reported with CDR version | Crash Data Retrieval Tool 3.09 | | | | |
| 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 | 00 | 01 | 00 | 00 | 4D | 00 | 00 |
|--------------|----------|----------|----------|----------|----------|----|----|
| \$02 | 30 | 00 | 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 |
| \$05 | 00 | 0 A | 00 | 00 | 00 0A | 10 | 96 |
| \$07 | 00 | 29 | 00 | 00 | 00 | 00 | 00 |
| \$07 | 00 | FF | 00 | 00 | 00 | 00 | 00 |
| \$09 | 00 | 8B | 8A | 00 | 00 | 00 | 00 |
| \$0A | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$0B | 1C | 06 | 01 | 0F | 00 | 00 | 00 |
| \$0C | 80 | 00 | 80 | 00 | 00 | 00 | 00 |
| \$0D | FE | B9 | 40 | 00 | 00 | 00 | 00 |
| \$0E | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$0F | BB | 80 | 00 | 00 | 00 | 00 | 00 |
| \$10 | 47 | 31 | 5A | 47 | 35 | 37 | 42 |
| \$11 | 30 | 38 | 46 | 31 | 36 | 32 | 36 |
| \$12 | 37 | 32 | 00 | 00 | 00 | 00 | 00 |
| \$13 | 01 | 04 | 44 | 00 | 00 | 00 | 00 |
| \$14 | 06 | 57 | 54 | BB | 00 | 00 | 00 |
| \$15 | 6B | 96 | CF | BF | 00 | 00 | 00 |
| \$16 | 08 | 0A | 0D | 10 | 11 | 07 | 00 |
| \$17 | 04 | 04 | 03 | 03 | 02 | 02 | 00 |
| ; \$18 | 03 | 02 | 00 | 00 | 00 | 07 | 07 |
| \$19 | 03 | 03 | 00 | 00 | 00 | 00 | 00 |
| ;1B | FF | 30 | 00 | 66 | 00 | 1A | 00 |
| \$1C | FF | 30 | 00 | 66 | 00 | 1A | 00 |
| \$1D | 4F | 4F | 00 | 00 | 00 | 00 | 00 |
| \$1E | 4F | 4F | 00 | 4F | 00 | 01 | 00 |
| \$1F | 33 | C1 | 00 | 00 | 00 | 00 | 00 |
| \$20 | 40 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$21 | FF | FF | 00 | 00 | 50 | 00 | 00 |
| \$22 | 00 | 91 | 00 | 00 | 00 | 00 | 00 |
| \$24 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$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 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$2B | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$2D | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| \$2E | 00 | FF | F0 | 06 | D0 | 00 | 00 |
| \$2F | 00 | FE | 06 | D0 | 00 | 00 | 00 |
| \$30 | 9D | 00 | 00 | 00 | 00 | 00 | 00 |
| \$31 \$32 | FF F8 | FF 80 | FF | FF 80 | FF 00 | 00 | 00 |
| \$32 \$33 | | | FF | | FF | 80 | 00 |
| \$33 \$34 | FF FF | FF FF | FF FF | FF FF | FF | 80 | 00 |
| \$35 | FF | FF | FF | FF | FF | 80 | 00 |
| \$36 | FF | FF | FF | FF | FF | 80 | 00 |
| \$37 | F8 | 80 | F8 | 0F | 0F | CA | FE |
| \$38 | FF | 80 | C0 | 80 | FF | CO | FC |
| \$39 | FF | FF | FF | FF | FF | 80 | 00 |
| \$3A | FF | FF | FF | FF | FF | 80 | 00 |
| \$3B | 7F | 0F | 1F | 1F | 3F | 00 | 00 |
| \$3C | 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 | ΕO | FF | 00 | 00 | 00 | 00 | 00 |
| \$41 | F8 | F8 | 90 | 00 | 00 | 00 | 00 |
| \$42 | 80 | FF | FF | FF | FF | 00 | 00 |
| 1G1ZG | 57B0 | 8F | | | | | |
| | | _ | | | | | |



1G1ZG57B08F



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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
$4C
    FF FF FF FF FF 00
$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
   FF FF FF 00 00 00 00
$53
$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
    FF FF FF FF FF 00
$6E
$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
$01
    41 55 31 30 39 38 52 30 30 39 45 37 38 35 39 30
$02
    3F 0A 00 00
$03
    41 54 31 30 39 38 52 30 30 31 44 34 38 33 31 30
$04
    3F 0A 00 00
$05
    42 55 00 00 00 00 52 FF FF FF FF FF FF FF FF FF
$06
    FF FF 00 00
$07
    42 54 00 00 00 00 52 FF FF FF FF FF FF FF FF FF
$08
    FF FF 00 00
$0D
    41 48 31 30 39 37 52 30 30 44 34 41 43 30 31 30
$0E
    3F 0A 00 00
$0F
    41 4A 31 30 39 37 52 30 30 36 38 39 34 35 39 30
$10
    3F 0A 00 00
$13
    42 52 33 38 32 30 4A 32 37 32 38 35 34 31 48 39
   4B 18 00 41
$14
$17
    $18
   FF FF FF FF
$21
    27 35 B4 97 0E F2 9E 3F
    10 96
$22
$23
    FA 5A FA FA FA FA
$24
    FA 5A FA FA FA FA
$25
    FA 5A FA FA FA FA
$26
    FA 5A FA FA FA FA
$40
    00 00
    FF 30 00 66 00 1A
$41
$42 D0 E4
$43 00 00 8E 80
```





```
$44 C6 08 00 FC C0 C0
$45 07 01 07 01 05 01
$46 00 OF OF 64 64
$47 OA 64 02 04 04 05 OA 06 04 OA 00 00 FA 00 00 FF 04 64
$48
    18 08 08
$B0 58
$B1
    FD FE 00
$B2 FF FF FF FF
$B4 41 53 31 30 39 36 32 31 30 39 36 55 20 20 20 20
$В7
    50 AA 01 02 07
$B8 44 45 84 05 04
$C1 30 32 30 37
$CA 30 32 30 37
$CB 00 F1 69 28
$CC 00 F1 69 28
$D1
    00 00
$DB 00 00
$DC 00 00
```

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name: Inspection Date: 10/13/2008

Vehicle Brand: **Chevrolet** Model: **Malibu**

File #: **71-669694600** Vin: **1G1ZG57B08F**

| Inspector: Ga | ry L. Dixon | Page One |
|---------------|-------------------------------------|-------------|
| Photo #: | Description: | |
| 100-8053 | VIN PLATE | |
| 100-8054 | VIN LABEL B-PILLAR | |
| 100-8055 | ODOMETER | |
| 100-8056 | FRONT VIEW | |
| 100-8057 | RIGHT FRONT QUARTER VIEW | |
| 100-8058 | RIGHT SIDE VIEW | |
| 100-8059 | RIGH REAR QUARTER VIEW | |
| 100-8060 | REAR VIEW | |
| 100-8061 | LEFT REAR QUARTER VIEW | |
| 100-8062 | LEFT SIDE VIEW | |
| 100-8063 | LEFT FRONT QUARTER VIEW | |
| 100-8064 | LEFT FRONT FENDER AND WHEEL AREA | VIEW |
| 100-8065 | DAMAGED RIGHT FRONT WHEEL COVER | - |
| 100-8066 | LEFT REAR QUARTER PANEL AND WHEE | L AREA VIEW |
| 100-8067 | DAMAGED LEFT REAR WHEEL COVER | |
| 100-8068 | ENGINE COMPARTMENT | |
| 100-8069 | NO PICTURE | |
| 100-8070 | BRAKE FLUID RESERVOR SHOWING FLU | ID LEVEL |
| 100-8071 | LEFT FRONT INNER WHEEL AND STRUT | AREA |
| 100-8072 | LEFT FRONT INNER WHEEL AND STRUT | AREA |
| 100-8073 | RIGHT FRONT INNER WHEEL AND STRUT | `AREA |
| 100-8074 | STEERING RACK RIGHT END | |
| 100-8075 | STEERING RACK MIDDLE SECTION | |
| 100-8076 | STEERING REAC LEFT END | |
| 100-8077 | TECH II – NO DTC CODES FOR STEERING | |
| 100-8078 | NO PICTURE | |
| 100-8079 | TECH II – NO DTC CODES FOR STEERING | |
| 100-8080 | STEERING WHEEL | |
| | | |

HEADLINER ABOVE FRONT SEATING AREA

DRIVERS SEATING AREA

100-8081

100-8082

79876 ANNA KALIL 2801 2179 11/03/08 CVWS286727 B5K422 11,138 DK GRY MET/ 162672 08/CHEVROLET/MALIBU/4DR SDN LS 11/30/07 26 PASADENA, TX 1 G 1 Z G 5 7 B O 8 F 5000 10/06/08 MO: 11201 J# 1 25CVZ PRIORITY HERES HOURS HOURS HE STECHES LEADING THE PRIORITY HERES H PRIORITY: REFER TO REPAIR ORDER # 286151 DATED 09-23-2008 SHOP MANAGER TO INSPECT JOB # 1 TOTAL LABOR & PARTS #210CVZ01 FRONT ENDING HOURS HOURS TECHES 1:2759 TECHES 1: #71-669-694-600 PARTS ----- QTY -- FP-NUMBER ----- DESCRIPTION -----U/COST---E/COST----U/PRICE JOB # 2 JOB # 2 25805894 9596919 MOTOR 6.605 COVER 5.858 219.25 219.25 27.40 54.80 306.95 306.95 54.80 JOB # 2 COST TOTAL 274.05 JOB # 2 TOTAL PARTS 373.67 JOB # 2 TOTAL LABOR & PARTS 476.33 J#5#18CVZCONDER CHEVROLET RENTAL MICHOURS TECH(SDE1325 SMITH STATE OF THE CHOICE OF TH ENTERPRISE RENTAL VEHICLE SUBLET ----- PO#-------VEND INV#-INV.DATE-DESCRIPTION-----JOB # 2 256855 10/31/08 ENTERPRISE INV#308798 299.55 COMMENTS -----LEFT CUSTOMER SEVERAL MESSAGES ON HOME #

PAGE 1 OF 3

WARRANTY COPY-W

[CONTINUED ON NEXT PAGE] 04:04pm

PASADENA,

ANNA KALIL

2801

2179

11/03/08

CVW\$286727

BSK422

11,138 DK GRY MET/

162672

08/CHEVROLET/MALIBU/4DR SDN LS

11/30/07

26

1 G 1 Z G 5 7 B 0 8 F

5000

10/06/08

MO: 11201

COMMENTS....
GAVE THE CUSTOMER AN UPDATE ON 10.20.2008
PAR AGENT ALLSION HALLARD AUTHORIZED REPLACEMENT OF THE POWER
STEERING ELECTRIC ASSIT MOTOR/MODULE ASSEMBLY AND THE DAMAGED
WHEEL COVERS AND ALL OF THE RENTAL TIME PER PAR CASE#71.669.694-600
ON 10/28/08
DO NOT CLOSE GET W/DAN/JOB#5 RENTAL
CUSTOMER DROPPED OFF RENTAL ON 10.31.2008 3:30 P.M.

WARRANTY CLAIM DETAIL TOTALS------

775.88

CLAIM TOTALS

775.88

APPROVED BY SIGNATURE

PAGE 2 OF 3

WARRANTY COPY-W

[CONTINUED ON NEXT PAGE] 04:04pm

M971:4 2008

\$0.00



ENTERPRISE LEASING COMPANY OF HOUSTON, 123 W BAY AREA BLVD, WEBSTER, TX 775984111 (281) 554-4100

RENTAL AGREEMENT 308798 REF# 3VWBF7

RENTER

DATE & TIME OUT 10/06/2008 08:52 AM DATE & TIME IN 11/01/2008 09:00 AM

BILLING CYCLE 24-HOUR

VEH #1 2008 CHEY COBA 4DLT VIN# 1G1AL58F387 LIC# MILES DRIVEN 328

BILL TO ACCOUNT® 819943
NORMAN FREDE CHEVYPORT®
ATTN: JOAN, INTERNAL
16801 FEATHER CRAFT LANE
HOUSTON, TX 77058

CLAIM INFO SHOP: NORMAN FREDE CHEVYPORT**

PHONE: (281) 486-2200 ATTN: JOAN, INTERNAL **SUMMARY OF CHARGES**

| Charge Description | Date | Quantity | Per | Rate | Total |
|-----------------------|---------------|----------|-----------|---------|------------|
| TIME & DISTANCE | 10/06 - 11/01 | 26 . | DAY | \$29.25 | \$760.50 |
| REFUELING CHARGE | 10/05 - 11/01 | | | | \$0.00 |
| | | | Subtotal: | | \$760.50 |
| Taxes & Surcharges | | | | | |
| SPORT AUTHORITY TAX | 10/06 - 11/01 | | | 5% | \$40.23 |
| TEXAS REIMBURSEMENT | 10/06 - 11/01 | 26 | DAY | \$1.69 | \$43.94 |
| TX MTR VHCLE RNTL TAX | 10/06 - 11/01 | | | 10% | \$80.44 |
| | | Total | Charges: | | \$925,11 |
| Bill-To / Deposits | | | | | |
| NORMAN FREDE CHEVYPOI | RT** | | | | |
| TIME & DISTANCE | 10/06 - 11/01 | 26 | DAY | | |
| SPORT AUTHORITY TAX | 10/06 - 11/01 | 1 | PERCENT | 5% | |
| TEXAS REIMBURSEMENT | 10/06 - 11/01 | 26 | DAY | | |
| TX MTR VHCLE RNTL TAX | 10/06 - 11/01 | 1 | PERCENT | 10% | |
| | | | Subtotal: | | (\$925.11) |

Total Amount Due

PAYMENT INFORMATION AMOUNT PAID TYPE

CREDIT CARD NUMBER

11/5/2008 8007 IL 'AON-80

Mazi:p

| | STEERING, SUSI | PENSION, A | ALE, TIRE AND WHEEL | LSTSTEMS | | | | |
|---|--|--|---|--|--|--|--|--|
| Customer's Name: Vehicle Brand: File # | Chevrolet 71-669694600 | Model: VIN: | Inspection Date: Malibu 1G1ZG57B08F | 10/13/2008 | | | | |
| Mileage at Inspection: 11172 Inspection Location: Norman Frede 16801 Feather Craft – Houston, TX 77058 Inspector's phone number: 281-376-2696 Inspected By: Gary L. Dixon | | | | | | | | |
| Section 1 | INSPEC | TION SUMM | IARY | | | | | |
| Following the inspection, Inspection found that both Upon starting a road test | e steering feels likely hard to steer. Summarize the factoring the factoring down the writing down down then stopped and then stopped to stopp | ce it locks up cts and obse covers were on the mileage | ervations: (Additional cmts national cmts nations) and the side the steering when sta | es the steering wheel shakes and may be placed in section 9) ewalls of the both tires scuffed. arted to shake from side to side for time and still had power assist but | | | | |
| { | | | | | | | | |
| | | | | | | | | |
| Section 2 Obtain all of the information | | | DENT DETAILS | | | | | |
| Interview date: 10/13/ Was a police/fire department of the provide driver/claimant's de of other vehicles involved; of the placed in section 9) | By Telephone 2008 ent report obtaine escription of incident lescribe all objects of the had just left her ate and steering securb. | In Person d? Yes t. If there was contacted and residence are eemed to loc stated that | Incident Date a No a collision, describe all d the sequence in which nd had traveled about a k up. state she proceeded with ca | and Time: 10/03/2008 3:55 PM collision events; include description they were contacted. (Additional cmts six blocks when the steering wheeled that the car went right almost at utions and the vehicle repeated | | | | |
| problem. { Driver/other occupant's phy , female, 5 If there was a collision: Describe extent of any injuri | sical description (in ', 150 pounds, no | clude name, disabilities | | asked that they correct the A disabilities): | | | | |
| What was the exact location Pasadena, TX Weather co | oants were seated & e vehicle. on of the incident. | Approximat Clear Appro | | ner's residence at Federal Road in | | | | |

PRODUCT ALLEGATION RESOLUTION

| | | | NARY INSPE | CTION XLE, TIRE AND WHEEL | SYSTEMS | |
|--|--|---------------------------|---|---|-------------------------|-------------------|
| <u>Customer'</u> <u>Vehicle</u> | s Name: e Brand: File # | Chevrolet 71-669694600 | <u>Model:</u> <u>VIN:</u> | Inspection Date: Malibu 1G1ZG57B08F | 10/13/2008 | |
| Length of Driv Estimat (Do No | ondition: Minit 35 MPH he road? (ro e Prior to in Total Time Estimate or ted vehicle so t report spe | Dry | in Distance (i mph Source mph Source of om the Vetro | miles):_6 blocks e of est est. | | nclude the |
| following infor | | | | p | | |
| Steering | Normal replaced t | Othe he steering colum | | ribe Steering was hard | before and dealership | o had |
| Suspension Brakes Engine Electrical | Normal Normal Normal Normal | Othe Othe Othe | r Desc r Desc r Desc | ribe { cribe { cribe { cribe { | | |
| Were any warr the details and | | | er informatio | on center messages dis | played? 🗌 Yes 🛮 🛭 N | o If "Yes", get |
| details and des | cribe the ev | | stated that | en noted prior to this incid the dealership had add column. | | |
| Also, determine smoke or steam | | | ng lights illum | inated, messages on driv | er information panel, u | nusual noises, |
| Describe any e | vasive actio | n: Turning | ⊠Braking | Accelerating | Other: { | |
| Describe cargo Estimated total weight | (in the vehi | cle interior, trunk ar | nd/or trailer (if Estimated | any): _None I weight of the trailer, if any. { _ | | |
| If a trailer was b | peing towed | , photograph the hi | tch structure, | both on the trailer and tov | wing vehicle. | |
| | leave the ro Impacted: | | ⊠No Describ | e: | | |
| How was the ve | ehicle transp | orted from the inci | dent site to th | e present location? 🗌 To | w Truck | \boxtimes Other |
| <u>{</u> | | | | | | |
| Section 3 | | INTE | RVIEW - VEH | ICLE HISTORY | | |
| Source of inforr | mation (nam | e, address, phone | number, & rel | ationship), if other than cl | laimant: | |

Customer's Name:

Springs Control arms

Comments:

Chevrolet

Inspection Date:

10/13/2008

Vehicle Brand:

File#

Chevrolet 71-669694600

Model: Malibu

<u>VIN:</u> 1G1ZG57B08F

| Comments: | (Additional cmts may be pla | ced in section 9) | |
|--------------------------|-----------------------------|-----------------------|---|
| Did the owner purchase | e the vehicle new? 🛚 Ye | s No Date | Used? ☐ Yes |
| VEHICLE MODIFICAT | TIONS / ALTERATIONS | | |
| Are any vehicle modified | cations or alterations pres | | ter-market equipment been installed? |
| | | | ontrols for disabled persons, shock absorbers, springs, |
| • | al components, powertrai | n, wheels or tires, a | fter-market seats, etc) <u>Describe:</u> |
| None f | | | |
| VEHICLE REPAIR / SI | ERVICE HISTORY | | |
| | service? No Yes | If yes, describe: | { |
| { | | | |
| Prior collision repair? | ☑ No ☐ Yes If yes, de | scribe: | { |
| Repaired by whom? (no | ama addrasa nhana) [| | |
| (In | arrie, address, priorie) | | |
| Prior chassis system se | ervice, repair, or replacer | nent? No Y | es If yes, describe what was done: |
| Steering column repla | aced by Norman Frede | Chevrolet on 9/23/ | 2008 RO 286151 at 10825 miles. |
| Prior electrical system | components serviced, re | paired, or replaced | by whom? (name, address, phone number) |
| \ | :- - - -:-t | : OM | |
| | nicle history information (| | warranty or dealership history files)? ⊠ No ☐ Yes |
| II yes, describe. [| | | |
| | | | |
| Section 4 | VEHIC | LE INSPECTION - | VISUAL/PHOTO |
| THE VEHICLE VISUA | L INSPECTION DOCUM | IENTS THE PHYSI | CAL EVIDENCE USING PHOTOS AND WRITTEN |
| OBSERVATIONS. RE | CORD YOUR OBSERV | ATIONS IN THE AF | PPROPRIATE SECTION. |
| | | | PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT |
| REAR ARE REQUIRED, | AND DOCUMENT FURTHE | ER EXTERIOR DAMA | GE WITH MANY PHOTOS. |
| | | | |
| | MAGE TO THE VEHICLE | | |
| No body damage note | ed to the vehicle, the or | ily damage noted i | was the two right side wheel covers. |
| LINDEDPODY / EDAM | IE / CUASSIS ABEA. D | sariba anu damaga t | a the underside of the vehicle. Note the condition of the |
| | | | o the underside of the vehicle. Note the condition of the nount(s)/crossmember. Photograph and comment on any |
| | components and the underb | | |
| None | • | | |
| <u>{</u> | | | |
| <u></u> | | | |
| | | | |
| CORNER ASSEMBLIE | ES | | |
| Struts/shocks | | Ball joints | Tire/wheel assemblies |

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Steering knuckles

Axle assemblies

 Customer's Name:
 Inspection Date:
 10/13/2008

 Vehicle Brand:
 Chevrolet
 Model:
 Malibu

<u>File #</u> 71-669694600 <u>VIN:</u> 1G1ZG57B08F

| п | AI | | Ε | D | ш | $\overline{}$ | _ | |
|----|----|---|---|---|---|---------------|---|---|
| וע | IV | v | | π | п | U | u | v |

Engine compartment Power steering lines, hoses, clamps and connections Brake fluid level and condition Power steering fluid level and condition

Brake fluid level and condition Comments:

No leaks found

GENERAL OBSERVATIONS

Photograph and comment on any aftermarket equipment found, vehicle modifications or items that are unusual or out of place.

Comments:

No aftermarket equipment on the vehicle.

Section 5

VEHICLE INSPECTION - PASSENGER COMPARTMENT

INTERIOR

Instrument panel Odometer

Controls Steering wheel and column

Overall view of seat position Driver and passenger seat back angle (inclinometer measurement)

Photo of options label-glove box/trunk Sunvisors and headliner

Personal items/cargo

Section 6

STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

Use the following table to identify what you did and what you found during the inspection. Identify the tests and test results for the applicable items. Describe anything relevant to the allegation that is not in normal working condition, does not function properly or is a non production part. Take appropriate photographs.

Customer's Name:

Inspection Date:

10/13/2008

Vehicle Brand:

File#

Chevrolet 71-669694600 Model: Malibu

VIN:

1G1ZG57B08F

| ITEM | OBSERVATIONS/TEST RESULTS |
|---|---|
| Steering system-Are all components in place and connected in a normal manner? Can the steering wheel be rotated lock to lock with appropriate movement of the front wheels. Is there any binding, sticking or uneven feel? | All components in place. Yes No No damage noted to any of the steering linkage. |
| free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage? Gear/rack and pinion-Any sign of leakage, damage to boots on | None None |
| the rack, contact by foreign objects? Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash? Steering pump, drive, hoses, connections, flow, pressure. If possible, start the engine and rotate the steering wheel lock to lock. Is power assist normal? If not, it may be necessary to | Yes Yes Vehicle is equipped with electrical assist and not hydraulic |
| check pressure and flow. PS fluid level and condition- Color, contamination, odor Steering knuckle-All attachments secure and | No fluid with electrical assist Yes |
| proper? Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached. | <u>Okay</u> |
| Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. | Okay |
| Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc Rear sway bars, | Okay |

Customer's Name:

Chevrolet

Inspection Date:

10/13/2008

Vehicle Brand:

File#

71-669694600

Model: Malibu

VIN: 1G1ZG57B08F

| <u>Okav</u> |
|-----------------------------|
| |
| |
| |
| No damage of deformed parts |
| |
| |
| <u>None</u> |
| <u>None</u> |
| |
| |
| |
| <u>None</u> |
| |
| |
| |
| No codes found |
| |
| |
| No codes found |
| |
| <u>Normal</u> |
| None |
| |
| |
| <u>No</u> |
| |
| |

If the vehicle is driveable, conduct a road test to evaluate the concern expressed by the customer. Describe the results of the road test. If the concern is observed during the road test, it would be desirable to get a Tech II "snapshot".

If the vehicle is equipped with an ABS/Traction Control/Stability Enhancement System, use a Tech II to obtain any codes stored as current and/or history. Document via photos and include the code description. Follow the procedures in the service manual to determine the cause of each stored code which relates to the allegation. State which procedures were followed, record results of each test and state the root cause of each code. Consult with the CRM or Team Manager of the PAR group if this process leads to a disassembly of components. Follow the procedure in the General Guidelines for parts that need to be assembled for evaluation.

Inspect the system wiring, connections and components for damage. Note if the damage was the result of the incident.

TIRE AND WHEEL INSPECTION

Customer's Name:

Chevrolet

Inspection Date:

10/13/2008

Vehicle Brand:

File # 71-669694600

Model: Malibu

VIN:

1G1ZG57B08F

1. IDENTIFICATION:

| | | | | | AVE. TREAD | DOT |
|----|-----------------|-----------------|--------------|--------------|---------------|-----------------------|
| | TIRE BRAND | TIRE TYPE | TIRE SIZE | PRESSURE | DEPTH | Numbers |
| | (Goodyear) | (Eagle GA) | (P205/70R15) | <u>(psi)</u> | 32nds of inch | |
| LF | <u>Uniroyal</u> | Tigerpaw | P215/60R16 | <u>31</u> | 9/32 | APXB BE5U 4107 |
| RF | <u>Uniroyal</u> | Tigerpaw | P215/60R16 | <u>31</u> | 9/32 | APXB BE5U 4107 |
| LR | <u>Uniroyal</u> | Tigerpaw | P215/60R16 | <u>31</u> | <u>8/32</u> | APXB BE5U 4107 |
| RR | <u>Uniroyal</u> | Tigerpaw | P215/60R16 | <u>31.5</u> | <u>9/32</u> | APXB BE5U 4107 |

Note: DOT numbers may be found on the inside of each tire adjacent to the rim.

Describe and photograph any damage to tires and wheels, such as scrapes, marks due to impact, cuts, tread separation, flat spots, bead separation, embedded grass/dirt, etc. Photographs should include inner and outer views of the damaged tire/wheel assemblies with chalk marks on each assembly to denote position on vehicle (RF, LF. RR and LR). LF

| | ht cour | ffina of | cido | wall |
|--------|----------|----------|------|------|
| NF LIU | nii Scui | ffing of | Siuc | wai |

LR

RR Light scuffing of side wall

2. TIRE PLACARD DATA:

Record the following data: (located on driver's door edge or inside the decklid)

SIZE PRESSURE (psi) PRESSURE AT MAXIMUM LOAD(psi)

TIRES <u>P215/60R16</u> <u>30</u>
SPARE TIRE <u>T12570D16</u> <u>60</u>

Section 7 SITE INSPECTION

<u>SITE INSPECTION - PERFORM THE FOLLOWING IF ADDITIONAL INFORMATION MAY BE FOUND:</u>

- Check the incident scene for tire marks, gouges in the pavement, debris, or any other marks. Measure location and photograph.
- Identify evidence of whether the vehicle left the road prior to, during, or after the incident. Document all locations, distances, stationary objects (guard rails, telephone poles, fences, buildings, etc.), nearest posted speed limit signs in the direction of travel, etc...
- Identify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.
- Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

Photograph the scene and property if involved.

| <u>Cu</u> s | stomer's Name: Vehicle Brand: File # | Chevrolet 71-669694600 | Model: VIN: | Inspection Date: Malibu 1G1ZG57B08F | 10/13/2008 |
|--------------------|--|-------------------------------|---|--|---|
| Comme | ents: Did not do a | scene inspection b | ecause no i | information to be gained | I by doing so. |
| { | | | | | |
| {Section | 0 | COMM | ENT OVERF | :I OW | |
| Please area the | use this page if ne e comments are co | | al comments r to each co | s from the inspection for mment. | rm. Please note the section and |
| Section | 9 | OTHER RE | PORT INFO | RMATION | |
| | According to NHTS The term also inclusmoldering, but do | ides, but is not limite | nbustion or be ed to, therma ts and pheno | urning of material in or fro il events and fire-related p mena associated with a n | m a vehicle as evidenced by flame. henomena such as smoke, sparks or ormally functioning vehicle, such as |
| | ments: (Check all otographs ⊠ | that apply) Data Downloads | ☐ Other | Records | |

PAR GMWA Pre-Authorization/Warranty Claim Tracking Form

| | Customer and Vehicle | e Information | | | | |
|--|---|------------------------|------------------|--|--|--|
| Date | Customer and Vehicle Information 11/12/08 Service Request # 71-669694600 | | | | | |
| Customer Name | 11/12/00 | Service Request # 1 | 1-003034000 | | | |
| VIN | 10170570000 | | | | | |
| | 1G1ZG57B08F | Comics Contract? | NI- | | | |
| In-Service Date | 11/30/2007 | Service Contract? | No | | | |
| Current Mileage | 11201 | Purchased New/Used? | New | | | |
| Warranty Blocked? | No | | | | | |
| Branded Title? | No | Mileage at Purchase | | | | |
| | Dealer and Claim I | | | | | |
| Dealer Name | Norman Frede Chevrolet | | | | | |
| Dealer Svc Mgr | Dan Kennedy | Dir Warranty Admin: | Jacklynn Witucki | | | |
| Dealer Phone | (281) 486-2200 | Dealer Fax | 281-486-2253 | | | |
| Dealer BAC | 114910 | | | | | |
| Dealer Division and Code | 13-Chevy-30190 | | | | | |
| Repair Order Number | 286727 | | | | | |
| Repair Order Close Date | 200121 | 0 | | | | |
| Labor Op. Code Z1242 | Dollar Amt: | 1401.44 | | | | |
| Labor Op. Code Z1243 | Dollar Amt: | 1301211 | - | | | |
| Cause Code (CC) | MJ | | | | | |
| Failure Code (FC) | 98 | | | | | |
| PUT EVERYTHING IN NET AMOUNT Labor Hours and OLH: Parts and Labor Costs: | DO NOT PUT IN HOURS | | | | | |
| Net Amount: | <u>DO NOT</u> FOR IN COOLS | 1401.44 | - | | | |
| DO NOT H ROUTE THIS CL. Authorization Code: Additional Comments for Dea | DO NOT PUT IN AN | | _ | | | |
| IF THIS CLAIM SHOULD RE | | PLEASE CONTACT ME AS | SAP | | | |
| AND FAX A COPY OF THE | REJECTION W/TRACKING | FORM TO (866) 775-9478 | | | | |
| F | Retain Copy with Deale | er Repair Order | 1 | | | |
| | Internal PAR Info | ormation | | | | |
| Complaint: | Steering | | | | | |
| Cause: | | | | | | |
| | n/a | | 2.41 | | | |
| Correction: | | | | | | |
| Justification: | Repair vehicle | | | | | |
| PAR CRS: | Alyson Hollar | | | | | |
| Additional Comments: | n/a | | | | | |

PAR GMWA Pre-Authorization/Warranty Claim Tracking Form

| | Customer and Vehicl | e Information | | | |
|---|---|-------------------------|-----------------|--|--|
| Date | 11/12/08 | <u> </u> | 1-669694600 | | |
| Customer Name | | • | | | |
| VIN | 1G1ZG57B08F | | | | |
| In-Service Date | 11/30/2007 | Service Contract? | No | | |
| Current Mileage | 11201 | Purchased New/Used? New | | | |
| Warranty Blocked? | No | | - | | |
| Branded Title? | No | Mileage at Purchase | | | |
| | Dealer and Claim I | | | | |
| Dealer Name | Norman Frede Chevrolet | CO. | | | |
| Dealer Svc Mgr | Dan Kennedy | Dir Warranty Admin: | Jacklynn Wituck | | |
| Dealer Phone | (281) 486-2200 | Dealer Fax | 281-486-2253 | | |
| Dealer BAC | 114910 | | | | |
| B 1 B: : : 10 1 | 10.01 00.00 | _ | | | |
| Dealer Division and Code | 13-Chevy-30190 | <u>—</u> | | | |
| Repair Order Number Repair Order Close Date | 286727 | <u> </u> | | | |
| Labor Op. Code Z1242 | Dollar Amt: | 1401.44 | | | |
| Labor Op. Code Z1243 | Dollar Amt: | 1701.77 | | | |
| Cause Code (CC) | MJ | | | | |
| Failure Code (FC) | 98 | | | | |
| Labor Hours and OLH: Parts and Labor Costs: Net Amount: | DO NOT PUT IN HOURS DO NOT PUT IN COSTS | 1401.44 | | | |
| DO NOT H ROUTE THIS CLA Authorization Code: | AIM DO NOT PUT IN AN | _ | | | |
| Additional Comments for Deal | | NOTITOODE | | | |
| IF THIS CLAIM SHOULD RE | | | SAP | | |
| AND FAX A COPY OF THE F | | ` , | | | |
| F | Retain Copy with Deal | | | | |
| | Internal PAR Inf | ormation | | | |
| Complaint: | 7 | | | | |
| | Steering | | | | |
| Cause: | - | | | | |
| | n/a | | | | |
| Correction: | 1 | | | | |
| Justification: | Repair vehicle | | | | |
| PAR CRS: | Alyson Hollar | | | | |
| Additional Comments: | n/a | | | | |

| | STEEKING, SUSP | LINGION, AXLE, | TIRE AND WHEEL | J I J I LINIJ |
|--|--|--|---|--|
| Customer's Name: Vehicle Brand: File # | Chevrolet 71-669694600 | Model: Ma | Inspection Date: libu IZG57B08F | 10/13/2008 |
| Mileage at Inspection: 1 Inspector's phone number: 28 | | 16801 F | tion: Norman Frede eather Craft – Hous Gary L. Dixon | |
| Section 1 | INSPEC | TION SUMMARY | | |
| vibrates and becomes ver Following the inspection, Inspection found that bot Upon starting a road test | e steering feels like by hard to steer. <u>summarize the fac</u> h right side wheel o while writing down ds and then stoppe | ts and observaticovers were dame | ons: (Additional cmts ma aged and the sidew steering when start | the steering wheel shakes and by be placed in section 9) valls of the both tires scuffed. ted to shake from side to side for me and still had power assist but |
| { | | | | |
| | | | | |
| Section 2 | | VIEW - INCIDENT | | |
| Obtain all of the informati | on for this section | from the Driver/ | Claimant | |
| Provide a complete descr | iption of the incide | nt according to | he DRIVER / CLAIM | <u>IANT</u> |
| Interview date: 10/13/ Was a police/fire departm Provide driver/claimant's de of other vehicles involved; of may be placed in section 9) | 2008 ent report obtained scription of incident describe all objects of the had just left her late and steering securb. | If there was a co contacted and the residence and ha emed to lock up. stated that she p and this time she | llision, describe all consequence in which the describe about six stated about sales almost went into a | |
| problem. { | | | | |
| If there was a collision: Describe extent of any injur | ', 150 pounds, no dies to the Driver: se was not injured. pants were seated & | lisabilities | | disabilities): |
| Pasadena, TX Weather co Road Surface: | on of the incident. onditions & Visibility: Concrete | Clear Approxima t ☐ Gravel ☐ C | te Temp (°F): 90+ | er's residence at Federal Road in |

PRODUCT ALL EGATION RESOLUTION

| PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS |
|---|
| Customer's Name: Inspection Date: 10/13/2008 Vehicle Brand: Chevrolet Model: Malibu File # 71-669694600 VIN: 1G1ZG57B08F |
| Shoulder Curb : Concrete Asphalt Gravel Crushed rock Dirt Shoulder/Curb Condition: Dry Wet Icy Other: { Posted Speed Limit 35 MPH Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.) None Length of Drive Prior to incident: Total Time (hrs. & mins.): 5 min Distance (miles): 6 blocks Estimate of vehicle speed: 25 mph Source of est. Estimated vehicle speed at impact25 mph Source of est. (Do Not report speed information from the Vetronix data here) |
| If the driver/claimant description of the vehicle operation prior to and during the incident does not include the following information, please obtain it. |
| Steering Normal □ replaced the steering column Describe Steering was hard before and dealership had replaced the steering column Suspension Normal □ Other □ Describe { Describ |
| Were any warning lights illuminated or driver information center messages displayed? \square Yes \bowtie No If "Yes", get the details and describe the event(s). |
| Has the vehicle behavior noted during this incident ever been noted prior to this incident? \boxtimes Yes \square No If "Yes", get the details and describe the event(s) stated that the dealership had addressed hard steering before on 9/23/08 at 10825 miles when they replaced the steering column. |
| Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual noises, smoke or steam observed. No |
| Describe any evasive action: |
| Describe cargo (in the vehicle interior, trunk and/or trailer (if any):_None Estimated total weight of cargo:_{ |
| If a trailer was being towed, photograph the hitch structure, both on the trailer and towing vehicle. |
| Did the vehicle leave the roadway?: Yes No Describe: Objects Impacted: Curb |
| How was the vehicle transported from the incident site to the present location? Tow Truck Flat Bed Other |
| Additional comments concerning the incident:_{ |
| |
| Section 3 INTERVIEW - VEHICLE HISTORY |

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Source of information (name, address, phone number, & relationship), if other than claimant:

Customer's Name:

Springs Control arms

Comments:

Chevrolet

Inspection Date:

10/13/2008

Vehicle Brand:

File#

Chevrolet 71-669694600

Model: Malibu

<u>VIN:</u> 1G1ZG57B08F

| Comments: | (Additional cmts may be pla | ced in section 9) | |
|--------------------------|-----------------------------|-----------------------|---|
| Did the owner purchase | e the vehicle new? 🛚 Ye | s No Date | Used? ☐ Yes |
| VEHICLE MODIFICAT | TIONS / ALTERATIONS | | |
| Are any vehicle modified | cations or alterations pres | | ter-market equipment been installed? |
| | | | ontrols for disabled persons, shock absorbers, springs, |
| • | al components, powertrai | n, wheels or tires, a | fter-market seats, etc) <u>Describe:</u> |
| None f | | | |
| VEHICLE REPAIR / SI | ERVICE HISTORY | | |
| | service? No Yes | If yes, describe: | { |
| { | | | |
| Prior collision repair? | ☑ No ☐ Yes If yes, de | scribe: | { |
| Repaired by whom? (no | ama addrasa nhana) [| | |
| (In | arrie, address, priorie) | | |
| Prior chassis system se | ervice, repair, or replacer | nent? No Y | es If yes, describe what was done: |
| Steering column repla | aced by Norman Frede | Chevrolet on 9/23/ | 2008 RO 286151 at 10825 miles. |
| Prior electrical system | components serviced, re | paired, or replaced | by whom? (name, address, phone number) |
| \ | -:- - -:-t | : OM | |
| | nicle history information (| | warranty or dealership history files)? ⊠ No ☐ Yes |
| II yes, describe. [| | | |
| | | | |
| Section 4 | VEHIC | LE INSPECTION - | VISUAL/PHOTO |
| THE VEHICLE VISUA | L INSPECTION DOCUM | IENTS THE PHYSI | CAL EVIDENCE USING PHOTOS AND WRITTEN |
| OBSERVATIONS. RE | CORD YOUR OBSERV | ATIONS IN THE AF | PPROPRIATE SECTION. |
| | | | PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT |
| REAR ARE REQUIRED, | AND DOCUMENT FURTHE | ER EXTERIOR DAMA | GE WITH MANY PHOTOS. |
| | | | |
| | MAGE TO THE VEHICLE | | |
| No body damage note | ed to the vehicle, the or | ily damage noted v | was the two right side wheel covers. |
| LINDERPORY / ERAM | IE / CUASSIS ABEA. D | sariba anu damaga t | a the underside of the vehicle. Note the condition of the |
| | | | o the underside of the vehicle. Note the condition of the nount(s)/crossmember. Photograph and comment on any |
| | components and the underb | | |
| None | • | | |
| <u>{</u> | | | |
| <u></u> | | | |
| | | | |
| CORNER ASSEMBLIE | ES | | |
| Struts/shocks | | Ball joints | Tire/wheel assemblies |

Confidential GM/PAR Rev 04-19-2004

Steering knuckles

Axle assemblies

Customer's Name: Chevrolet

Model: Malibu 10/13/2008

Vehicle Brand:

File# 71-669694600 VIN:

1G1ZG57B08F

Inspection Date:

UNDERHOOD

Engine compartment Brake fluid level and condition

Power steering lines, hoses, clamps and connections Power steering fluid level and condition

Comments:

No leaks found

GENERAL OBSERVATIONS

Photograph and comment on any aftermarket equipment found, vehicle modifications or items that are unusual or out of place.

Comments:

No aftermarket equipment on the vehicle.

Section 5

VEHICLE INSPECTION - PASSENGER COMPARTMENT

INTERIOR

Instrument panel Odometer

Controls Steering wheel and column

Overall view of seat position Driver and passenger seat back angle (inclinometer measurement)

Photo of options label-glove box/trunk Sunvisors and headliner

Personal items/cargo

INTERIOR INSPECTION (Describe any damage and photograph)

No damage to the interior of the vehicle.

Section 6

STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

Use the following table to identify what you did and what you found during the inspection. Identify the tests and test results for the applicable items. Describe anything relevant to the allegation that is not in normal working condition, does not function properly or is a non production part. Take appropriate photographs.

Confidential GM/PAR Rev 04-19-2004

Customer's Name:

Steering system-Are all

components in place and connected in a normal manner?

ITEM

All components

Inspection Date:

10/13/2008

Vehicle Brand:

File #

Chevrolet 71-669694600

Model: Malibu

VIN:

1G1ZG57B08F

| | S/TEST RESULTS |
|------|----------------|
| ice. | |
| | |
| | |
| | |
| | |
| | |

Confidential GM/PAR Rev 04-19-2004

Customer's Name:

Inspection Date:

10/13/2008

Vehicle Brand:

File#

Chevrolet 71-669694600

Model: Malibu

VIN:

1G1ZG57B08F

| trailing arms properly attached and undamaged. LR | |
|---|-----------------------------|
| Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR | <u>Okay</u> |
| Rear axle assembly-deformed, signs of impact, properly located, etc. | No damage of deformed parts |
| Deformation to the frame | None |
| Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components | <u>None</u> |
| Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass) | <u>None</u> |
| Stability Enhancement system/components-check for codes with Tech II | No codes found |
| Engine (normal, other)-Obtain codes using a Tech II. | No codes found |
| Electrical (normal, other) | Normal |
| Warning lights/messages displayed? Describe and obtain codes using a Tech II | None |
| Anything components missing? | <u>No</u> |
| Other | |

If the vehicle is driveable, conduct a road test to evaluate the concern expressed by the customer. Describe the results of the road test. If the concern is observed during the road test, it would be desirable to get a Tech II "snapshot".

If the vehicle is equipped with an ABS/Traction Control/Stability Enhancement System, use a Tech II to obtain any codes stored as current and/or history. Document via photos and include the code description. Follow the procedures in the service manual to determine the cause of each stored code which relates to the allegation. State which procedures were followed, record results of each test and state the root cause of each code. Consult with the CRM or Team Manager of the PAR group if this process leads to a disassembly of components. Follow the procedure in the General Guidelines for parts that need to be assembled for evaluation.

Inspect the system wiring, connections and components for damage. Note if the damage was the result of the incident.

TIRE AND WHEEL INSPECTION

Rev 04-19-2004 Confidential GM/PAR

Customer's Name:

Chevrolet

Inspection Date:

10/13/2008

Vehicle Brand:

File # 71-669694600

Model: Malibu

VIN:

1G1ZG57B08F

57B08F

1. IDENTIFICATION:

| | | | | | AVE. TREAD | DOT |
|----|-----------------|-----------------|--------------|--------------|---------------|-----------------------|
| | TIRE BRAND | TIRE TYPE | TIRE SIZE | PRESSURE | DEPTH | Numbers |
| | (Goodyear) | (Eagle GA) | (P205/70R15) | <u>(psi)</u> | 32nds of inch | |
| LF | <u>Uniroyal</u> | Tigerpaw | P215/60R16 | <u>31</u> | 9/32 | APXB BE5U 4107 |
| RF | <u>Uniroyal</u> | Tigerpaw | P215/60R16 | <u>31</u> | 9/32 | APXB BE5U 4107 |
| LR | <u>Uniroyal</u> | Tigerpaw | P215/60R16 | <u>31</u> | <u>8/32</u> | APXB BE5U 4107 |
| RR | <u>Uniroyal</u> | Tigerpaw | P215/60R16 | <u>31.5</u> | <u>9/32</u> | APXB BE5U 4107 |

Note: DOT numbers may be found on the inside of each tire adjacent to the rim.

Describe and photograph any damage to tires and wheels, such as scrapes, marks due to impact, cuts, tread separation, flat spots, bead separation, embedded grass/dirt, etc. Photographs should include inner and outer views of the damaged tire/wheel assemblies with chalk marks on each assembly to denote position on vehicle (RF, LF. RR and LR).

RF Light scuffing of side wall

LR

LF

RR Light scuffing of side wall

2. TIRE PLACARD DATA:

Record the following data: (located on driver's door edge or inside the decklid)

SIZE PRESSURE (psi) PRESSURE AT MAXIMUM LOAD(psi)

TIRES <u>P215/60R16</u> <u>30</u>
SPARE TIRE <u>T12570D16</u> <u>60</u>

Section 7 SITE INSPECTION

<u>SITE INSPECTION - PERFORM THE FOLLOWING IF ADDITIONAL INFORMATION MAY BE FOUND:</u>

- Check the incident scene for tire marks, gouges in the pavement, debris, or any other marks. Measure location and photograph.
- Identify evidence of whether the vehicle left the road prior to, during, or after the incident. Document all locations, distances, stationary objects (guard rails, telephone poles, fences, buildings, etc.), nearest posted speed limit signs in the direction of travel, etc...
- Identify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.
- Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

Photograph the scene and property if involved.

Confidential GM/PAR Rev 04-19-2004

Customer's Name:

Charmolat

Inspection Date:

10/13/2008

Vehicle Brand:

Attachments: (Check all that apply)

Chevrolet 71-669694600

Model: Malibu

1G17G57R08F

| | <u>1110 π</u> /1-009094000 <u>VIV.</u> 1G12G3/B001 |
|------------|---|
| | ents: Did not do a scene inspection because no information to be gained by doing so. |
| | |
| { | |
| Section | 1 8 COMMENT OVERFLOW |
| area the { | use this page if needed for additional comments from the inspection form. Please note the section and see comments are continued from prior to each comment. |
| Section | 9 OTHER REPORT INFORMATION |
| | Check here if there was evidence of a "Fire-Related" event. According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine. |

Confidential GM/PAR Rev 04-19-2004

□ Data Downloads □ Other Records

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name: Inspection Date: 10/13/2008

Vehicle Brand: Chevrolet Model: Malibu

> File #: 71-669694600 Vin: 1G1ZG57B08F

| Inspector: | Gary L. Dixon | Page One |
|------------|---------------|----------|
| Photo #: | Description: | |

| | I |
|----------|--------------------|
| 100-8053 | VIN PLATE |
| 100-8054 | VIN LABEL B-PILLAR |

100-8055 ODOMETER 100-8056 FRONT VIEW

100-8057 RIGHT FRONT QUARTER VIEW

100-8058 RIGHT SIDE VIEW

100-8059 RIGH REAR QUARTER VIEW

REAR VIEW 100-8060

LEFT REAR QUARTER VIEW 100-8061

LEFT SIDE VIEW 100-8062

100-8063 LEFT FRONT QUARTER VIEW

100-8064 LEFT FRONT FENDER AND WHEEL AREA VIEW

DAMAGED RIGHT FRONT WHEEL COVER 100-8065

LEFT REAR QUARTER PANEL AND WHEEL AREA VIEW 100-8066

100-8067 DAMAGED LEFT REAR WHEEL COVER

100-8068 ENGINE COMPARTMENT

NO PICTURE 100-8069

100-8070 BRAKE FLUID RESERVOR SHOWING FLUID LEVEL

100-8071 LEFT FRONT INNER WHEEL AND STRUT AREA 100-8072 LEFT FRONT INNER WHEEL AND STRUT AREA

100-8073 RIGHT FRONT INNER WHEEL AND STRUT AREA

STEERING RACK RIGHT END 100-8074

STEERING RACK MIDDLE SECTION 100-8075

100-8076 STEERING REAC LEFT END

TECH II - NO DTC CODES FOR STEERING 100-8077

100-8078 **NO PICTURE**

100-8079 TECH II – NO DTC CODES FOR STEERING

100-8080 STEERING WHEEL

DRIVERS SEATING AREA 100-8081

HEADLINER ABOVE FRONT SEATING AREA 100-8082

2008 MALIBU 1LS GENERAL MOTORS CORPORATION 40U WHITE /L4G & SUBSIDIARIES 34B COCOA/CASHMERE RENAISSANCE CENTER ORDER NO. MQQTBM/TDC STOCK NO. DETROIT MI 48243-1114 VIN 1G1 ZG57 BX 84 VEHICLE INVOICE 10D94634895 MODEL & FACTORY OPTIONS MSRP INV AMT RETAIL - STOCK 1ZG69 MALIBU 1LS 19345.00 18377.75 INVOICE 02/26/08 66.40 SHIPPED 02/26/08 B37 FLOOR MATS 80.00 FE9 50-STATE EMISSIONS

LE5 ENGINE, 2.4L DOHC MFI

MN5 4-SPEED AUTO TRANSMISSION

VK3 FRONT LICENSE PLATE BRACKET

NOC N/C INT COM 03/10/08

0.00 PRC EFF 02/26/08

0.00 0.00 KEYS G0052 G0052 N/C EXP I/T 03/10/08 WFP-S QTR OPT-1 BANK: DAIMLERCHRY CHG-TO 07-212 SHIP WT: 3358 GMS: 18661.40 SUPPLR: 19494.41 MRM: 20075.00

DAN:

MEMO

1

821.25

TOTAL MODEL & OPTIONS 19425.00 18444.15 ACT 231 18511.40
DESTINATION CHARGE 650.00 650.00 H/B 261 582.75
DEALER CO-OP ADVERTISING 97.13 ADV 261 97.13

TOTAL 20075.00 19191.28 PAY 310 19191.28

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 18221.63

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.



BBB AUTO LINE PROGRAM SUMMARY

General Motors

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

LEMON LAW CLAIMS

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

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

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

Please note:

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

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

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

BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

CUSTOMER RESPONSIBILITIES

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

CLAIMS THAT WILL NOT BE ARBITRATED

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

OTHER IMPORTANT INFORMATION

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

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period for Filing Claims

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

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

Eligible Claims

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

Eligible Vehicles

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

The customer's vehicle must be:

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

Remedies for Warranty Claims

The arbitrator may award the following remedies:

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

Repairs/Reimbursement for Repairs

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

Repurchase or Replacement

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

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

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

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

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

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

Deductions/Exclusions from a Repurchase or Replacement Award

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

Use # miles attributable to the customer Vehicle purchase Deduction/ = $\frac{\text{at the time of the arbitration hearing}}{100,000}$ x price or gross capitalized cost

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

STANDARDS OF THE OKLAHOMA LEMON LAW

The following is a brief explanation of most relevant provisions of the Oklahoma lemon law. The complete text of the lemon law can be found at Oklahoma Stat. Ann. Title 15, § 901.

VEHICLES COVERED

The Oklahoma lemon law covers any motor vehicle required to be registered in the state. The lemon law covers used vehicles but does not cover vehicles above 10,000 pounds gross vehicle weight and the living facilities of motor homes.

CONSUMERS COVERED

The lemon law covers the following "consumers":

- 1. The purchaser, other than for purposes of resale, of a motor vehicle;
- 2. Any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle; and
- 3. Any other person entitled by the terms of the warranty to enforce its obligations.

The lemon law appears not to cover a lessee.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

PROBLEMS COVERED

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

The lemon law provides manufacturers with an affirmative defense if it can be shown that the alleged nonconformity does not substantially impair the use and value, or the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle.

MANUFACTURER'S DUTY TO REPAIR

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

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

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer, its agents or authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a *reasonable number of repair attempts*, the manufacturer must either replace or repurchase the motor vehicle.

REASONABLE NUMBER OF REPAIR ATTEMPTS

The Oklahoma lemon law establishes a *presumption* that a reasonable number of repair attempts has been undertaken to conform a motor vehicle to the applicable express warranties if, within the express warranty term or during the period of one year following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, either of the following occurs:

- 1. The same nonconformity has been subject to repair four or more times by the manufacturer, its agents or authorized dealers, but the nonconformity continues to exist; or
- 2. The motor vehicle is out of service by reason of repair for a cumulative total of 45 or more calendar days.

The term of an express warranty, the one year period, and the 45 day period are extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

NOTICE AND OPPORTUNITY TO REPAIR

The presumption that a reasonable number of repair attempts has been undertaken does not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer, and has had an opportunity to cure the defect alleged.

DISPUTE RESOLUTION

If the manufacturer has established or participates in an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.

TIME PERIOD FOR FILING CLAIMS

Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered.

REMEDIES UNDER THE OKLAHOMA LEMON LAW

REPURCHASE

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

- 1. The full purchase price; and
- 2. All taxes, license, registration fees and all similar governmental fees, but excluding interest:
- 3. Less a reasonable allowance for the consumer's use of the vehicle.

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

The reasonable allowance for use is that amount directly attributable to use by the consumer prior to the first written report of the nonconformity to the manufacturer, its agent or authorized dealer, and any subsequent period when the vehicle is not out of service by reason of repair.

REPLACEMENT

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

BBB AUTO LINE Customer Claim Form

Case number: CHV0854065 Contact Date: 12/05/08

Start Date:

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

| SECTION 1: CUSTOMER INFO | RMATION | | |
|---|-----------------------|--------------------------------------|--|
| Titled owner: | | | |
| Mailing address: | | | |
| City: Comanche | | State: OK | Zip code: |
| Day phone: | Evening phone: | | Cell phone: |
| Fax: | E-mail address: | | |
| SECTION 2: VEHICLE INFORM | MATION | | |
| Make: Chevrolet | Model: Malibu | Year: 2008 | 8 Current mileage: 21292 |
| Name(s) that appears on the vehic | | | |
| Selling dealer/city/state: Conne | | | |
| Primary Servicing dealer/city/sta | | , | |
| | | | r possession? 🛛 yes 🔲 no |
| Purchase/lease date: 03/25/08 | | leage at purchase/ | • |
| First repair attempt date: | | rst repair attempt r | |
| How often is the vehicle used for business purposes (percentage | Number of | f vehicles owned by the business: | Transmission type: ☒ Automatic ☐ Manual |
| Has the vehicle been in an acciden | _ | | Date of accident: |
| Description of damage: | Thur body damage | <u></u> | Date of Gooden. |
| | | | |
| SECTION 3: DESIRED OUTCO | | | |
| The customer would like the market refund their money. Chevrole | | | |
| Toruma and manage and | . 301 1100 104222 | 11 / 2 2 / 2 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Please complete the missing | information in the bo | x below and or | ı page 2. |
| VEHICLE INDENTIFICATIO | N NUMBER | | |
| Lienholder/Leasing Compa | iny | Pł | none Number |
| Account Number | | | |

Case Number: CHV0854065 SECTION 4: VEHICLE PROBLEMS (List primary problem first) Does the # of problem repair List the date, mileage, and days out of exist Problem Servicing dealer(s) attempts service for each repair attempt now? **Example:** 4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day A/C won't cool properly 2 Any Dealer, Inc. yes 5 Power steering unit keeps yes going out

| Total days out of service for all problems: | - |
|---|--|
| Signature of Titled Owner(s) | Date |
| I am submitting this dispute for resolution in the BBB AUT under the BBB AUTO LINE Arbitration Rules. | O LINE program, and I agree to arbitrate the dispute |

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

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

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

| Customer: | SR #: 71-670176693 | BBB#: CHV0854065 |
|-----------|---------------------------|-------------------------|
| | | |

This form may be used to identify possible Overallowance or Negative Equity and to determine any customer incentives which were paid but may not be easily identifiable on a Bill of Sale.

You must determine the TRUE purchase price of a vehicle and identify any Overallowance, Negative Equity, and/or Incentives prior to arbitration or voluntary repurchase.

Section 1

| Coulon | |
|---|------------|
| Purchase Price | 19191.00 |
| (from Bill of Sale, before tax, tag, title, etc.) | |
| MSRP | - 20075.00 |
| (from BARS Invoice screen) | |
| Subtract the MSRP from the Purchase Price | = -884.00 |
| (If positive, look for Overallowance) | |

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

Section 2

| 000 | |
|---|------------|
| Trade Allowance | 11000.00 |
| (from Bill of Sale) | |
| Actual Cash Value (ACV) | - 11000.00 |
| (from ACV Statement) | |
| Subtract the ACV from the Trade Allowance | = 0.00 |
| If positive, the Trade Allowance is higher than the ACV of the trade-in. This is Overallowance. | |

Section 3

| Trade Allowance | 11000.00 |
|---|------------|
| (from Bill of Sale) | |
| Payoff on Trade | - 14586.00 |
| (from Bill of Sale) | |
| Subtract the Payoff on Trade from the Trade Allowance | = -3586.00 |
| If negative, the Payoff on the Trade is higher that the Trade Allowance. This is Negative Equity. | |

Section 4

| Purchase Price | 19191.00 |
|---|------------|
| (from Bill of Sale, before tax, tag, title, etc.) | |
| Incentives not included in the Purchase Price | - 1000.00 |
| (from BARS and Incentive Acknowledgement sheet) | |
| Do not include fuel-fill credit or Dealer incentives. GM Card points must be included. | |
| Overallowance/Negative Equity | - 3586.00 |
| (use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger) | |
| Subtract the Incentives and the Overallowance/Negative Equity from the Purchase | = 14605.00 |
| Price. This is the Actual price of the vehicle that should be presented to the BBB on | |
| the Agreement to Arbitrate (ATA). | |

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









General Motors Business Resource Center

FAX

To: Dayne Ledford

Company:

Fax: 580-228-3560

Phone:

From: Alicia White

Fax: 866-281-0326

Phone: .1-800-231-1841 ext 11812

E-mail:

cc:

NOTES:

I have attached a letter requesting all sales documents and repair orders for this customer's vehicle.

2002

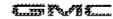












HUMMER?

GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

December 9, 2008

Dayne Ledford CONNER AUTO GROUP PO BOX 360 WAURIKA , OK 73573-0360

Re:

Siebel Request: 71-670176693 2008 Chevrolet Malibu VIN # 1G1ZG57BX84

Dear Mr. Dayne Ledford:

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

In order to perform a case assessment, please provide me with copies of all dealer sales and service documents regarding this vehicle within 24 lowers. The specific documents needed are:

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

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

Please remove the customer's SSN off any and all documents.

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

Sincerely.

Aficia White

Alicia White BRC Customer Relationship Specialist Ph# 800-231-1841, prompt 9, prompt 5, extension 11812 FAX# 866-281-0526





100 N. Highway 81 • P.O. Box 360 • Waurika, OK 73573 (580) 228-3504 • Fax (580) 228-3560

| CONNER | PURCHASER' | s | | , |
|---|-------------------|-----------|------------|-----|
| AUTO GROUP | STREET ADDRESS | | | |
| ghway 81 • P.O. Box 360 • Waurika, OK 73573 | CITY & | CCMA WChi | COUNTY | |
| 580) 228-3504 • Fax (580) 228-3560 | STATE | OKLA. | | ZIP |
| BI COALKER DATE 4-5-8 | BUS. PHONE | | RES. PHONE | |

I hereby agree to Purchase from Conner Auto Group under the Terms and Conditions Specified below and on the reverse side hereof, the Following:

| W USED YE | cos chec | 12 C | MODEL NACOBU | BODY TYPE | COLOR | _ | | |
|-----------|-----------------|--|--------------|---|-------------|----------|----------------|----------|
| G120 | 55713X8 | 4 | E-MAIL | • | | SEL | | |
| T | | | | DELIVERED PRICE | | | 19,191 | 00 |
| | | | | DEALER INSTALLED EQUIP. | | | | Г |
| | | | | LCHAC | H Reb | r ta | 1000 | (70) |
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| 7. | nes 4> | 1/6 | | | | | | \perp |
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| <u> </u> | ···· | | | TOTAL DELIVERED PRICE | | | 18191 | |
| <u> </u> | | | | TRADE IN | | | 11,000 | 2/20 |
| | | | , | CASH PRICE OR TRADE | DIFFERENCE | | 7191 | 0 |
| | | | | PAY OFF | 14,586 | 08 | | |
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| | | | | - Lien Fee | / 12 | e-25 | | |
| <u> </u> | | 1 | · | TOTAL BALANCE | | | 22338 | |
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| - | | + + | | RECT NO. | | | | |
| " | | | 1 | REC'T NO. | | <u> </u> | _ | |
| | : | | | RECT NO. | | | | |
| | | | ; | TOTAL DOWN PAYMENT | | | 1-0 | |
| | | | | UNPAID BALANC | ETO FINANCE | | 3232 | 1 4 |
| | | | | | | | | |
| PUPCHACES | CICMATURE | | | ACCEPTED BY | | | BUS. MGR. APPI | ROVAL |
| / | | | | e face and reverse bide berget, that this if the support must be subject or MS HEREOF UNTIL: In the graph the buyer | | | | <u></u> |

of the terms thereof is given by a bank or finance company willing to purchase the retail installment contract between the parties hereto based on such terms, or (2), Payment in full

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

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

| YEAR | MAKE | MODEL | | VEHICLE LD. NO. | LAST PLATE NO. | STATE-MO-YR |
|---------|----------|---------------|----------|-----------------|----------------|-------------|
| 2007 ch | 2 uyalat | HHR | 3 GD DA: | 230375 | | |
| | | PAYOFF AMOUNT | | PAYOFF TO | PAYOR | F DATE |
| | | 14,58 | 6.08 | GNAC | | |
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| KINTAIL INSTALL | | | | | MUNICIPAL RANGE AND DATE OF THE PROPERTY OF TH |
|---|--|--|---|--|--|
| BUYER(S)NAME&ADDR | ESS(Last N | ame First) | SELEEF/SECURI | SU PARTY | SECURITY AGREEMENT The Understroad grapts to Seller a security integer in College |
| | | - Lander - Park | disamina essentia di mana | 1 1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | The Undersigned grants to Seller a security interest in Collate described hereon to secure the payment of indebtedne olderned by RETAIL INSTALLMENT SALES CONTRA executed herewise, and consumers principal ukuelling or, which is household goods defined in 16CFR Sec. 443. (i), to secure (1) aff tune advances by Seller to Buyer, (2) all other liabilities to Sel (primary, secondary, direct or indirect, absolute or continge sole, joint, or several) due or to become due or which may hereafter contracted by or acquired of Buyer, and (3) performance of all agreements; covenants, and (3) all property install in, or affixed to, such described property, including additionaccessions, and accessories, and (3) proceeds, including surfaces of the property install insurance proceeds payable by reason of damage to or loss Collateral, and (4) proceeds from credit life and disability of the contract purchased by the undersigned pursuant to the contract. |
| | | | iner alto brolip Morth Hiemmey | a. | executed herewith, and except for collatoral which is consumers principal dwelling or which is household goods defined in 16CFR Sec. 444.1(i), to secure (1) all full |
| COMBNEHE, ON | | | MINA, OK 73575 | | solvances by Seller to Buyer, (2) all other liabilities to Seller (primary, secondary, direct or indirect, absolute or continge solvation of the control of |
| | <u> </u> | | | | hereafter contracted by or acquired of Buyer, and (3) performance of all agreements; covenants, and warranties |
| NUMBER | · | To A SETS of | | | specifically described hereon, (2) all personal property insalin, or affixed to, such described property, including addition |
| NOWBER | | DATE (| Res/We | | accessions, and accessories, and (3) proceeds includingurance proceeds payable by reason of damage to or loss Collateral, and (4) proceeds from credit life and disability |
| | | DISCLOSUR | Talesconiessocies concessoras | | insurance coverage, if obtained, and any rebates or refur from such insurance coverage and from any extended serv a contract nucchased, by, the undersigned pursuant to |
| 1.ANNUAL 2.FINA | NCE | 3.AMOUNT | 4.TOTAL OF | 5.TOTAL SALES | Contract. |
| RATE The collar | RIFE amount the | FINANCED The amount of cred | PAYMENTS if The amount Buyer wil | | X |
| The cost of the credit will as a yearly rate; | l cost. | provided to Buyer of on his behalf as | lias made all payments | including Buyer's | -x. |
| | | itemized below. | as scheduled. | down payment of | INSURANCE STATEMENT |
| NW 404145 | 1 | 1 | | s 23/62 | CREDIT: LIFE, ACCIDENT AND HEALTH INSURANCE are not, required to obtain this extension of credit and sumanance is not a factor in the approval by Sciler of the extension of credit. Such insurance for unnaid interest a principal for the term of the debt will only be provided available and if Buyer and/or. Co-Buyer, requests. Seller sobtain the insurance by indicating the type of insurance desired and signing below. |
| 7.940 ₈ 5 5,94 | 46.96 | s 22,336.0 | | | principal for the term of the debt will only be provided [available and if Buyer and/or Co-Buyer requests Seller |
| NO. OF REGULAR PAYMENTS | CAYN | W. A. High Manahaman states derived all presents | E WILBER | | and signing below. Life Insurance for Buyer Co-Bu |
| 71 | Regular | ^ 32. 82 | MOUNT OF PAYMENTS Plus a Final Payments | ent | Life Insurance for Laguer La Co-Bu |
| XFREQUENCY OF PAYMENTS | \$ 70 | | S OFFICE E | A.C. | Cost: |
| Monthly | FIGS PARTY | yaa | Pinal P | ayment | Accident and Health Insurance for Buyer Co-Bu |
| Pronoument: M Russes was add and | 11 5 11 | | | | Cost: |
| Prepayment: 16 Buyer pays off car Late Charge: If a payment is late, 1 whichever is greater, | Buyer will be | charged a fee of \$ | or 5% of the unpa | id amount of the payment. | Buyer desires insurance checked above does not desire the insurance |
| See Rotail Installment Sales Cont | ract. Security | Agreement and rela | ted contract documents for a | difficient information abou | t x Date 4.5 |
| LATER TO SERVICE STREET | in the state of th | CURITY/COLL | APER AT | The state of the s | Contraver desires insurance checked above |
| Bexes checked apply to this transact The signers of the Security Ag | ion: reement arc g | iving a security interés | t in the following property: | (| ance 4/4/53 |
| emas chear | | n_ran | | . (| Date // Of the |
| 1612857BK84 | Ē | | | Ť | VENDOR'S SINGLE INTEREST AND/OR OTH PROPERTY INSURANCE may be obtained by Buyer and |
| | | | at a d | | VENDOR'S SINGLE INTEREST AND/DR OTH PROPERTY INSURANCE may be obtained by Buyer and Co-Buyer through any person acceptable to Seller. If st insurance is obtained through Seller, the cost for the term the debt is: |
| Collatoral accurring other sales | by Seller to B | uyor also secures this | Contract | : | Property Insurance 3 N / (8 |
| Assumption Policy: Someone | 1 | | reinaindel, of the mortgage on : | the ariginal farms | ☐ Vendor's Single Interest Insurance S N/A |
| cannot assume the remain | ider of the mo | ntgage. 10,00 | | | (The issuer issuing this policy walves its rights subrogation against Duyer.) |
| Fees paid in Cash by Buyer: Filing | | | Non-Filing Insurance \$ | MZA | The understand Buyer(s) and all other parties liable heround |
| | A | Assertation of the second seco | UNITED NANCES. Service and Service Protection provide | 7.13.2000 (19. | The undersigned Buyer(s) and all other parties liable hereund herein sometimes referred to collectively as Buyer, hereby purch from Seller the property described horein and agree the pay Seller the Angust Financed as shown herein, (b) interest it the specific Angust Percentage Rate on the balance of the Angust Financed and unpaid, and (c) any other accrued and unpaid by the part of the Finance Charge. All payments received by Seller are be applied first to accrued and unpaid Finance Charge to date payment and then lower payment of the unpaid bylance of Angust Payment and then lower payment of the unpaid bylance of Angust Payment and then lower payment of the unpaid bylance of Angust Payment and then lower payment of the unpaid bylance of Angust Payment and then lower payment of the unpaid bylance of Angust Payment and then lower payment and the payme |
| S Design | Payment | g Accessories, Sales Tax Hanner (1997) Markette (1997) | REMINET REFER | Programme | Annual Percentage Rate on the balance of the Annual Finance of the |
| S Ly OOD, OD 3 Manufac | mrer's Rebates, | | | and the appealing transmitted to the interest and in the state of the | part of the Finance Charge. All payments received by Seller are to applied first to accrued and unpaid Finance Charge to date oxyment and then toward nayment of the unraid belance of Amo |
| 1 1 Distriction of Trackets | r (descri le VVV) | | Fit Types | The second of the second | FIREICCE. |
| , 14, 386. 08 5 Payoff I | Salance on Trade | in (If any), Palo de 河 | | The Company and the Company are seen and the | payment hereumder shall each be regarded as a principal and expery agrees that any party with approval of holder and with notice to any other party may from time to time-renew this Common or consent to one or more extensions on deferrals of any payments. |
| The second party has been selected to the second second | | in (Suntract line 5 from 1) | ###################################### | | |
| s 14/4 7 Tolal C | ash Down and N | et Trade (Add lines 2; 3 au | d.6. If amount is negative enter same | positive ampian on line 17) | namer as on original contract. All parties liable for paymhereunder consent to partial payments, any substitutions or rele of collateral and its addition or release of any party or guarantor. PREPAYMENT: Buyer shall have the right to prepay the Amo |
| . The same of the | The Physical Control of the Ph | iter omologi from linet 7.44 | positive are sau), or oner 'O' if line | of their sale areas in the sale and the sale areas | PREPAYMENT: Buyer shall have the right to prepay the Amo Financed without penalty in full or in part at any time, provid |
| S 9 Uppeid 8 | daiance of Clash I | Price (Subtract line & from | line 13 | | prepayment, Buyer shall have paid to Seller the finance Cha accrued to date of such prepayment. Upon prepayment in full. |
| Amounts Part to Others on B | luyer's Hehalf (S | ellorimay retain a portion o | famounts designated with an asterial | | PREPATMENT: Buyer shall have the right to prepay the Amo Financed without ponelty in full or in part at any time, provid however, that prior to or pontemporaneously with any signerpayment, Buyer shall have paid to Seller the finance Change and the propayment of the Buyer will be granted a rebate of any unented portion of Finance Charge. Partial prepayments shall be applied first accurate and unpaid Finance Charge and then, at option of Seller, principal payments in inverse order of majurity. DELINGUENCY CHARGE: If any payment required by a Contract is not paid in full within 10 days of the due date, holder may assess a delinquency charge in an amount which is greater of [1] 5% of the unpaid amount of the payment or [6]. |
| s 10. Gredit | Life Insurance P | remhun uo | | , | principal payments in inverse order of majurity. DELINQUENCY CHARGE: If any payment required by the second of the second or the second of the second or the |
| S. Harris J. J. J. J. Lisabil | ncy Insurance Pre | min con a distribution | | 也不是我们是是是一个 | Contract is not paid in full within 10 days of the due date, bolder may assess a delinquency charge in an amount which is greater of (i) 5% of the unneal amount of the reveneer or (ii) |
| s 500 80 12 Other I | inmrance Premiu | m to GAP | 43 SE | | greater of () 5% of the unpaid amount of the payment or (i) up the amount set for delinquency charges by the Administrator of Oklahoma Department of Consumer Cledit at the time the payment becomes delinquent. Buyer agrees the amount set by rule of |
| No fiver sua sold of constant at 13 Fund at | nd Releasing Fee | s 10 Public Officials | | A A Charles of the Control of the Co | in this Contract. |
| \$ 1077A 14 Livense | Tille and Regist | ration to | | | COLLECTION COSTS: The Seller may charge and collect in the Buyer the maximum fee permitted by law for each return by bank or other depository institution of a dishonored cho negotiable order of withdrawal or share draft issued to Seller. |
| S WIN WE TESSERVICE | | | | | regotiable order of withdrawal or share draft issued to Seller connection with this sale. This fee shall be in addition to all or |
| S N/A 16 Processi | 医胃肿 不明智 医皮肤病毒毒 | i Nasarananga kalendarah keb | skullests (TV) edes a data ed transco | | connection with this sale. This fee shall be in addition to all our loan finance charges, fees and additional charges which the Sel may charge and collect from the Buyer and shall not be subject reliant, an episte. Buyer arress to may the cores of enforcing |
| 4. C. SAR. 400 | | NEGATION | COLITY I | | refund or rebate. Buyer agrees to pay the costs of enforcing security interest, and to pay attorney fees, not to exceed 15% of unpeid debt after default, if allowed by law at the time this Control |
| \$ 49.80 *18 To | in in the second se | cocuent | EEE | | is signed. |
| e Personal | tnoint Part to O | digra on Behalfull Buyer (| idd thres II a mronen I ac | 加州斯斯斯 | BUYER(S) SIGNATURES The Annual Percentage Rate may to |
| \$ MA/CA 20 Less Pr | epaid Finance Ci | härge. Killenger i stradskille i | silwaasi resear a | ার তার ১৯৪ স্থারিক স্মার্থিক ভারতালকা ভারতাল | negotiable with the Seller. The Seller mu assign this contract and retain its right |
| 5 22, 336, 65 1121 Miles | NT FINANCE |), Mad lines 9 and 19 fee | (Prepaid Finance Charge entered on | 180 200 | receive a part of the Finance Charge. |
| If this Contract arises from a c Federal Regulations) then the info | oncumer cree | dit sale of a used vel see on the window fo | ticle (as defined in Part 455 rm for this vehicle is part of | of Title 16 of the Code of this Contract. Information | I/We agree to terms of this Retail Installment Sales Contra the Security Agreement, Disclosure Statement, and Paym |
| on the window form overrides any | reputrary pr | ovisions in the Contr | rick of sale. | The state of the s | I/We agree to terms of this Retail Installment Sales Contra the Socurity Agreement, Disclosure Statement, and Paym Schedule, including Additional Provisions printed on reve side hereof. I/We have received a completed copy of this for as of Date of Sale indicated above. If applicable, the wind form is attached and is complete and correct. |
| Seller's oral statements about the pr | roperty descrit | bed herein do | SREDITOR/AS | , | form is attached and is complete and correct. |
| not constitute warranties and shall Buyer. To the extent permitted by | v law Seller | disclaims attlet /* | MOREMA CHASE RE | WHI, N. A. | X |
| the implied warranties of MERCH | IANTABILIT | Y and fitness | BDX 901008 OPTH _y TX 76101 | . ; | |
| for a particular purpose) with reprovided, however, if a written was with this sale or Seller and Buyer e | rranty is prov inter into a se | ided to Buyer rvice contract | THE PERSON NO. 1 | . ' | x . |
| for the property within 90 days after warranties of MERCHANTABIL particular purpose are not disclaim | r uns Contrac ITY and fi | the implied itness for a | | | x |
| duration to the duration of the write | en warrante | | • | | |

Form 03 0806 5 Simple Interest

GM CUSTOMER INCENTIVE AND ONSTAR ACKNOWLEDGMENT







CT GMC HUMMER







| (excludes Saturn) | |
|--|-----|
| CUSTOMER NAME: | _ |
| 1. Customer Incentive | |
| 1. Customer incentive | |
| I assign the total amount of customer incentive(s) listed to the dealer named below and request that the available custom | er |
| incentive(s) be applied: (a) to the down payment of this vehicle, (b) where permissible by law, as a price reduction | χ |
| (Bill of Sale indicates pre-incentive price, amount of incentive, and final price with incentive applied), or (c) a check l |)e |
| issued in my name by Dealer named below: | |
| Incentive Program Reference Amount GM Incentive Code | |
| 124 ALTY S/000 PAK | |
| <u> </u> | |
| SS | |
| S | |
| Total Incentive Amount Received \$ | |
| 2. Other Program Selection (Which may or may not be in lieu of customer incentive programs; for example Division support | |
| fragging descine on) | ed |
| a. I elect to receive | |
| in lieu of | _ |
| b. I elect to receive | |
| b. I elect to receive | — |
| - CUSTOMER AND DEALER ACKNOWLEDGMENT FOR INCENTIVES AND ONSTAR SERVICE - | |
| a. Vehicle Incentive Acknowledgment. I am the ultimate retail purchaser or lessee of the vehicle bearing this vehicle | ·le |
| identification number, which was sold/leased to me by the Dealer, named below. This vehicle was purchased/leas | еđ |
| for personal/business use and not resale and I took delivery on/ . I acknowledge receipt of incentive(s) | as |
| described in Item and release GM Division from any future claim or obligation for incentive(s) on this unit. | |
| Is vehicle equipped with OnStar? Yes No | |
| b. Terms and Conditions Acknowledgment, I acknowledge that I have received the Terms and Conditions und | er |
| which the OnStar service in my vehicle is provided (copies are available in the vehicle glovebox, from the dealer, at www.onstar.gom , or by contacting OnStar as described below), | ne |
| | |
| I understand that in order to cancel the OnStar service in my vehicle, I must press the blue OnStar button in my vehicle or call 1.888.40nStar (1.888.466.7827) or TTY 1.877.248.2080 and request that m | ш |
| Services be cancelled. | 1у |
| | |
| Purchaser/Lessec Signature Date: 4/5/08 | |
| The wardening of a second seco | |
| The undersigned person, as Dealer representative, certifies that the information on this application is true and correct, and the incentive(s) described in Item and the Onstar Terms and Conditions have been provided to the said purchaset/lessee wh | .e |
| has taken delivery of referenced unit through this dealership, and that properly completed accurate delivery data has been been delivery data has been delivery of referenced unit through this dealership, and that properly completed accurate delivery data has been delivery of referenced unit through this dealership. | n. |
| forwarded to General Motors or Saab Cars USA. | |
| | |
| Authorized Dealer Signature: Dealership Name: Dealer Code: 672, 2 | |
| Dealer Code: | |

Dealer Note: This is a required document and it must be completed, signed, and retained in EVERY DEAL FILE for new retail customers even if there are no incentives or rate support available. A copy of the completed form should be provided to the customer,

Form Number MV-21-A Revised June 2004



OKLAHOMA TAX COMMISSION MOTOR VEHICLE DIVISION POST OFFICE BOX 53525 OKLAHOMA CITY, OKLAHOMA 73152

LIEN ENTRY FORM

Debtor Names and Address (Last Name First)

| Name(s) | | |
|---|---------------------------------------|---|
| | , | |
| Address | | |
| | % ∵ | |
| COMANCHE, OK | • | |
| City, State | | |
| | | |
| Zip Code | | |
| The title | | · |
| | | |
| CONUCE ALIES ABOUT | · · | * * |
| CONNER AUTO GROUP Secured Party Name | | Assignee of Secured Party Name |
| Account and Manue | | Assignee of Section Party Name |
| 100 NORTH HIGHWAY | 81 | <u> </u> |
| Address | | Address |
| , | | |
| WAURIKA, OK Dity, State | | City, State |
| nty, ctate | | Oity, State |
| | | |
| 73573 | | 75101 |
| | · · · · · · · · · · · · · · · · · · · | 76101 Zip Code |
| | | |
| ip Code | IS I SENI ENTRY FORM COV | Zip Code |
| ip Code | IS LIEN ENTRY FORM COV | |
| ip Code | IS LIEN ENTRY FORM COV | Zip Code /ERS THE FOLLOWING VEHICLE |
| Zip Code THI | | Zip Code /ERS THE FOLLOWING VEHICLE |
| IIp Code THI | LET SEDAN | Zip Code /ERS THE FOLLOWING VEHICLE 4 16176578X84 |
| Zip Code THI | | Zip Code /ERS THE FOLLOWING VEHICLE |
| Zip Code THI | LET SEDAN | Zip Code /ERS THE FOLLOWING VEHICLE 16175578X84 Vehicle Identification Number (VIN/HIN) |
| Zip Code THI 2008 CHEVRO Year Make | Body Type | Zip Code /ERS THE FOLLOWING VEHICLE 4 16176578X84 |
| Zip Code THI 2008 CHEVRO Year Make | Body Type | Zip Code /ERS THE FOLLOWING VEHICLE 16175578X84 Vehicle Identification Number (VIN/HIN) |
| THI 2008 CHEVRO Year Make | Body Type | Zip Code /ERS THE FOLLOWING VEHICLE 16175578X84 Vehicle Identification Number (VIN/HIN) |
| THI 2008 CHEVRO Year Make 94/05/ Date of Security | Body Type | Zip Code /ERS THE FOLLOWING VEHICLE 16175578X84 Vehicle Identification Number (VIN/HIN) /// Onginal Oklahoma Title Number |
| Zip Code THI 2008 CHEVRO Year Make | Body Type | Zip Code /ERS THE FOLLOWING VEHICLE 16175578X84 Vehicle Identification Number (VIN/HIN) |

Lender must type and print four (4) identical copies of the Lien Entry Form. Type one Lien Entry Form for each vehicle, boat or outboard motor.

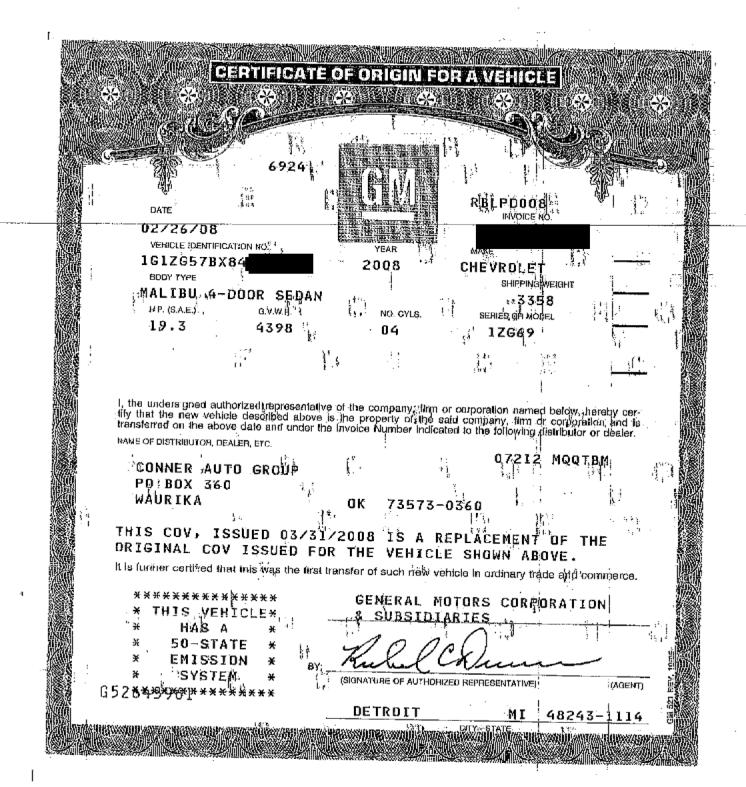
One (1) copy to the Oklahoma Tax Commission, one (1) copy to the motor license agent, one (1) copy to the secured party or assignee, one (1) copy attached to the title documents to be given to the debtor.

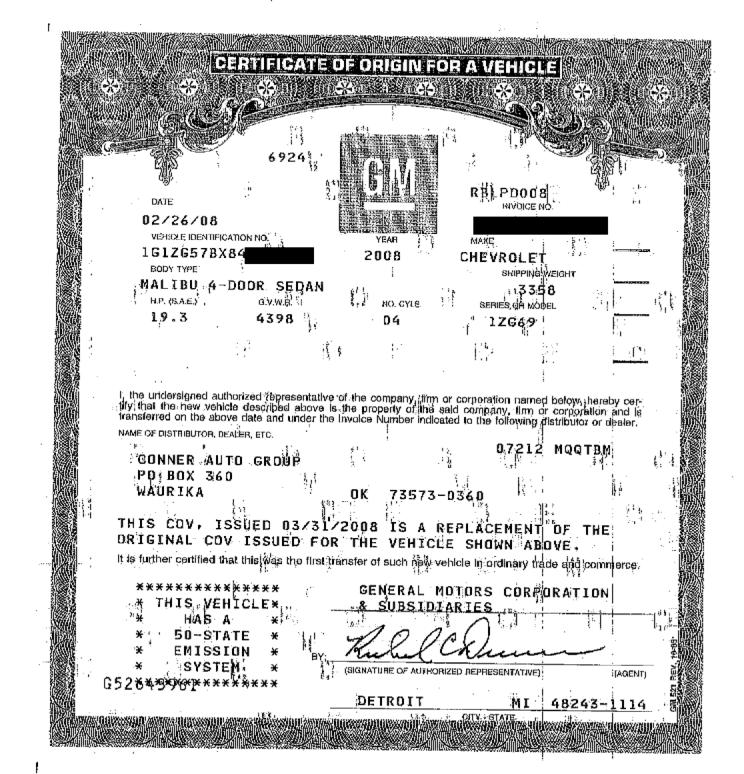
701-8 Revised 11-2005

APPLICATION FOR OKLAHOMA CERTIFICATE OF TITLE FOR A VEHICLE



| Model Year and Make: 2008 | |
|---|---|
| Body Type: MALIBU | Model: IZG69 |
| Identification Number: I G 1 Z | G57BX84 |
| | Decal Number: |
| | |
| Actual Purchase Price: \$ | |
| (Note: Actual purchase discount given for a trac documentation is requir | price is not to include any credit or de in. Purchase price verification red when titling a new vehicle.) |
| Owner Name: | |
| Address: _ | |
| City: COMANCHE | State: OK Z!P; |
| Drivers license number of owner | or, if owner is not an individual, the owner's Fed |
| | |
| Employer Identification number: | M-44 |
| THIS VEHICLE IS SUBJECT TO A LI | EN IM FAVOR OF: |
| Name: J P MORGAN C | HASE BANK N.A. |
| Address: PO BOX 9010 | 98 |
| City: FT WORTH | State: _TX zip: 76101 |
| | |
| | |
| am the owner or legal agent of th | ne owner of the above described vehicle and that are true. |
| am the owner or legal agent of th | ne owner of the above described vehicle and that |
| am the owner or legal agent of th the statements contained herein | ne owner of the above described vehicle and that are true. Owner or Legal Agent of Owner |
| am the owner or legal agent of the the statements contained herein statements contained herein State of Okiahoma, County of | Owner or Legal Agent of Owner |
| am the owner or legal agent of th the statements contained herein State of Okiahoma, County _g of | ne owner of the above described vehicle and that are true. Owner or Legal Agent of Owner 9: |







Mail to PO Box 360 100 North Highway 81 Waurika, OK 73573 Phone: (580) 228-3504 Fax: (580) 228-3560 www.connerautogroup.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

| R/O Open Date | R/O Number |
|--|--------------|
| 10/14/08 | 6005330/1 |
| R/O Close Date | Status |
| 10/20/08 | Pre-Invoice |
| Mileage In | Mileage Out |
| 18807 | 18807 |
| Service Adv | isor / Tag # |
| 13 3 3 3 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 3/11 |

DAYNE/1704 Work Phone Vehicle Identification Number 1G1ZG57BX84 COMANCHE, OK Home Phone Delivery Date In-Service Date 4/05/08 4/05/08 Year Make Body Color License Number 2008 CHEVROLET MALIBU SEDAN WHITE 84230715

| DESCRIPTION OF SERVICE AND PARTS #1 - Customer Reports: INTERMITTENTLY POWER STEERING LIGHT | AMOUNT |
|---|----------|
| COMES ON AND H AS NO POWER STEERING WHEN KILLS ENGINE IT COMES BA CK AND WORKS Caused by CODE C0545 STORED SYM 00 TORQUE SENSOR CHECKED TER MINAL TENSION ON ALL PLUGS CHECKED SIGNAL FOR SENS OR SIGNAL OK CHECKED HARNESS AND FOUND WIRE PARTIA LLY BROKEN UNDER INSULATION FOR STEERING COLUMN | |
| Work performed by MARIO HOGUE (037) REMOVED TERMINAL FROM CONNECTOR AND INSTALLED NEW TERMINAL REINSTALLED CONNECTOR AND RETEST REPEATED LEY AS WELL AS DROVE SEVERAL TIMES WITH NO PROBLEM | Warranty |
| #2 - Customer Reports: RENTALSERV Work performed by Dayne Ledord (001) | Warranty |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ITERMS; STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary meterial and agree that you are not responsible for loss or damage to vehicle or articles loft in the 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 or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of receive thereto." the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, includthe manufacturer, the senior norsely expressly discissing all warrandes during express or improve, inwise ing any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

| | | I |
|----|-----------------------|------|
| | LABOR | . 00 |
| | PARTS | .00 |
| | DEDUCTIBLE | 00 |
| | SUBLET | |
| | SHOP SUPPLIES | 700 |
| | HAZARDOUS MATERIALS | .00 |
| d. | SALES TAX OR TAX I.D. | .00 |
| | SPECIAL ORDER DEPOSIT | .00 |
| | DISCOUNTS | .00 |
| | TOTAL DUE | .00 |

| 10/14/08 6005330 100 1 | | | | 3 Home Phone | R/O Open Date | R/O Number |
|--|-------------------|---------------------------------------|------------------|---------------------------------------|-------------------------|---------------|
| COMANCHE, OK | | | | | | |
| Curan Make Cur | | | | Work Phone | | · |
| 1704 | COMANCI | HE, OK | | | 9:52 | 10/14 17:0 |
| Marie | | | | | Current Mileage | - Mileage Out |
| Value Valu | | | | | 18807 | |
| Vehicle Convert Color Losse Number Color Losse Color | | | | | | |
| 1G1ZG57BX84 WHITE | | | <u> </u> | | | 11 |
| ### 1 - Customer Reports: INTERMITTENTLY POWER STEERING LIGHT COMES ON AND H AS NO POWER STEERING WHEN KILLS #### 2000 COSTS \$70000 SYM. 00 FINGURY COMES ON AND H AS NO POWER STEERING WHEN KILLS #### 2000 COSTS \$70000 SYM. 00 FINGURY CHACKAD TARMUNAL TRUSSION DW ALL RUCS CHACKAD SYM. 00 SYM. 0 | | | | License Number | | |
| TO CUSTOMER REPORTS: INTERMITTENTLY POWER STEERING LIGHT COMES ON AND H AS NO POWER STEERING WHEN KILLS STORMS SYM. OO TOWNS IN ENGINE IT COMES BA CK AND WORKS HAS COOK COSTS STORMS SYM. OO TOWNS IN CHACKAD TARMINAL TRANSLOW DALL RUCES CHACKAD SHAW STAND TARMINAL TRANSLOW DALL RUCES CHACKAD SHAW STAND TARMINAL TRANSLOW DALL RUCES CHACKAD SHAW STAND TARMINAL TOWNS TOWN WIRE PARTIALLY BROKE WOOLD AT TWO LATTON FOR STARK COLUMN CONNECTOR TRANSLOW DALL TRANSLOW TARMINAL TRANSLOW TOWN TARMINAL TRANSLOW TARM | | | METIE | | 4/05/08 | 4/05/08 |
| COMES ON AND HAS NO POWER STEERING WHEN KILLS FINGINE IT COMES BA CK AND WORKS HAS COOE COSTS CHACKAD TARMINAL TRYSION ON ALL RUCS SIGNAL FOR SANGOIS SIGNAL ONE, CHACKAD ANNESS FOUND WIRE PARTIALLY BROKE UNDER THAOLATION FOR STARK COLUMN CONNECTOR, TWITALLED WEW TERMINAL IN CONNECTOR. RATINSTALLED CONNECTOR & RATESTRD, TRS TAD GOOD CLA ANDAL CONF. TREST DROVA CLA ANDAL CONF. TREST CONF. WE LOST POWER STEERING AND POWER STEERING LIGHT CAME 037 CLOF: LUBE, OIL & FILTER W RENTALSERV: CAR RENTAL CLOF: LUBE, OIL & FILTER W Z7200: CORPORATE PARTS RETURN VZ7200: CORPORATE PARTS RETURN | | | TNTCOMTOODSTOT W | DOMEST CONTRACTOR | T 77 (44) | |
| ENGINE IT COMES BA CK AND WORKS ##\$ COOF COS43 CHACKED TARMINAL TRASION ON ALL RUCS CHACKED SUMPLY SIGNAL FOR SANSORY SIGNAL OF CAMBER OF COMMENTAL SERVICE OF CHACKED HANDESS FOUND WIRE PARTIMLY BROKE UNDER THE OLD A TION FOR STAER COLUMN CONNECTOR TRETALLED NEW TERMINAL IN CONNECTOR PATAMEN CONNECTOR TRETALLED NEW TERMINAL IN CONNECTOR CLAAMEN CONFICTOR TRAFT DROVE ENGINE IT COMES BA CK AND WORKS ## COLUMN CHACKED STAER OF COUNTY TO THE CONNECTOR STAER COLUMN TO THE COLUMN CONNECTOR TO THE COUNTY T | CC | MES ON AND H AS | MU DUMED GASES. | POWER STEERING | t TrTGHII. | |
| SIGNAL FOR SANGOR | 7 F:N | JGINE IT COMES BA | NO FONER BIEER! | THE WHEN KILLS | STORKI) S | M. OO |
| SIGNAL FOR SANGORS UNDER THOUS CHARRO HANNESS & FOUND WIRE PARTHLY BROKE UNDER THOU A TION FOR STAER COLUMN 2 - Customer Reports: RENTALSERV HAR NRSS, REMOURD TERMINAL FROM CONNECTOR TWITACIED NEW TERMINAL IN CONNECTOR RETUSTALLED CONNECTOR & RETUSTAD, TERMINAL IN CONNECTOR CLARRED CONNECTOR & TACT DROVA CLARRED CONNECTOR & RETUSTAD, TESTAD COOR CLARRED COOR & TACT DROVA (Z1 6005204 9/30/08 18479 DAYNE W LOST POWER STEERING AND POWER STEERING LIGHT CAME 037 .50 C LOF: LUBE, OIL & FILTER W RENTALSERV: CAR RENTAL (Z1 6004716 8/01/08 10976 RICK MAXEY W Z7200: CORFORATE PARTS RETURN (Z1 6004437 6/26/08 10970 RICK MAXEY W THE ELECTRONIC STEERING SEEMS TO QUIT AND HAS A LOO37 1.10 C LOF: LUBE, OIL & FILTER (Z1 6004129 5/23/08 7176 BRENDA GOODFELLOW C LOF (Z1 6003973 5/01/08 4392 RICK MAXEY W LEFT REAR TIRE LOSE AIR CONTINUALLY (Z2 6003494 3/12/08 2 RICK MAXEY W LEFT REAR TIRE LOSE AIR CONTINUALLY (Z2 6003494 3/12/08 2 RICK MAXEY W LEFT REAR TIRE LOSE AIR CONTINUALLY (Z3 6003494 3/12/08 2 RICK MAXEY (Z4 6003494 3/12/08 2 RICK MAXEY (Z6 6003494 3/12/08 2 RICK MAXEY (Z7 6003494 3/12/08 2 RICK MAXEY | 1 6 | HACKED TERM | CK AND WORKS A | FIFS COUL CO- | en en en en en en en en | on TOREULA |
| CONNECTOR TO STALLED WEW TERMINAL IN CONNECTOR TERMINAL FROM CONNECTOR TERMINAL FROM CONNECTOR TERMINAL IN CONNECTOR RAINSTALLED CONNECTOR PRATESTRO, TESTRO GOOD CLAND COMPACTOR PRATESTRO, TESTRO GOOD CLAND COMPACTOR PRATESTRO, TESTRO GOOD CLAND COMPACTOR TESTRO GOOD CLOS COMPACTOR TESTRO GOOD CLOS CONTROL GOOD COMPACTOR TESTRO GOOD COMPACTOR GOOD COMPACTOR TESTRO GOOD COMPACTOR GOOD CO | , , , | 1 T 1 15 - 15 - 1 L U 2 | | (| 10% ~ 1 / FEB7 L F F7 | 111 2 7 7 7 6 |
| CONNECTOR TO STALLED NEW TERMINAL IN CONNECTOR PATENTAL IN CONNECTOR PATENTAL IN CONNECTOR PATENTAL IN CONNECTOR PATENTAL IN CONNECTOR CLARKED CONNECTOR PATENTAL, THE COOR CLARKED CONNECTOR PATENTAL IN CONNECTOR TO CARRY THE CONNECTOR PATENTAL TECH.—Time—Total 38.5: WE LOST POWER STEERING AND POWER STEERING LIGHT CAME 037 .50 C LOF: LUBE, OIL & FILTER 037 .30 WENTALSERV: CAR RENTAL 001 .00 ZI 6004716 8/01/08 10976 Rick Maxey 046 .30 ZI 6004437 6/26/08 10970 Rick Maxey 046 .30 C LOF: LUBE, OIL & FILTER 046 .30 C LOF: LUBE, OIL & FILTER 037 .50 C LOF: LUBE, OIL & FILTER 037 .50 ZI 6004129 5/23/08 7176 BRENDA GOODFELLOW 34.54 C LOF CLOF 037 .50 ZI 6003973 5/01/08 4392 Rick Maxey 037 .20 ZI 6003494 3/12/08 2 Rick Maxey 037 .20 | 5/6 | AB BANTILIE BANK | (6 UNA 510-124L | - DIE, CHECK | RD HARNESS | # FOUND |
| CONNECTOR TO STALLED NEW TERMINAL IN CONNECTOR PATENTAL IN CONNECTOR PATENTAL IN CONNECTOR PATENTAL IN CONNECTOR PATENTAL IN CONNECTOR CLARKED CONNECTOR PATENTAL, THE COOR CLARKED CONNECTOR PATENTAL IN CONNECTOR TO CARRY THE CONNECTOR PATENTAL TECH.—Time—Total 38.5: WE LOST POWER STEERING AND POWER STEERING LIGHT CAME 037 .50 C LOF: LUBE, OIL & FILTER 037 .30 WENTALSERV: CAR RENTAL 001 .00 ZI 6004716 8/01/08 10976 Rick Maxey 046 .30 ZI 6004437 6/26/08 10970 Rick Maxey 046 .30 C LOF: LUBE, OIL & FILTER 046 .30 C LOF: LUBE, OIL & FILTER 037 .50 C LOF: LUBE, OIL & FILTER 037 .50 ZI 6004129 5/23/08 7176 BRENDA GOODFELLOW 34.54 C LOF CLOF 037 .50 ZI 6003973 5/01/08 4392 Rick Maxey 037 .20 ZI 6003494 3/12/08 2 Rick Maxey 037 .20 | t2 - Ci | istomer Reports | PENTAL SERV | OLATION FO | L STRER COL | OMA |
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| # Z7200: CORFORATE PARTS RETURN 046 .30 Z1 6004437 6/26/08 10970 Rick Maxey 36.1 W THE ELECTRONIC STEERING SEEMS TO QUIT AND HAS A LO037 1.10 C LOF: LUBE,OIL & FILTER 037 .50 Z1 6004129 5/23/08 7176 BRENDA GOODFELLOW 34.5 C LOF 037 .50 Z1 6003973 5/01/08 4392 Rick Maxey 037 .20 W LEFT REAR TIRE LOSE AIR CONTINUALLY 037 .20 Z21 6003494 3/12/08 2 Rick Maxey .00 | Zl 6 | | | faxey 👑 | | |
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| W THE ELECTRONIC STEERING SEEMS TO QUIT AND HAS A LO037 1.10 C LOF: LUBE,OIL & FILTER 037 .50 21 6004129 5/23/08 7176 BRENDA GOODFELLOW 34.54 C LOF 037 .50 21 6003973 5/01/08 4392 Rick Maxey 037 .20 21 6003494 3/12/08 2 Rick Maxey .01 6003494 3/12/08 2 Rick Maxey .01 | ZI 8 | | | (axey | | |
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| Z1 6003973 5/01/08 4392 Rick Maxey .00 W LEFT REAR TIRE LOSE AIR CONTINUALLY 037 .20 Z1 6003494 3/12/08 2 Rick Maxey .00 | Z1 6 | | 7176 BRENDA | A GOODFELLOW | | 34.5 |
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Mail to PO Box 360 100 North Highway 81 Waurika, OK 73573 Phone: (580) 228-3504 Fax: (580) 228-3560 www.connerautogroup.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

| R/O Open Date | R/O Number |
|----------------|-------------|
| 9/30/08 | 6005204/1 |
| R/O Close Date | Status |
| 10/08/08 | Final |
| i Mileage In | Mileage Out |
| 18479 | 18479 |
| Service Advi | sor / Tag # |

DAYNE/1626*W* Wark Phone Vehicle Identification Number 1G1ZG57BX84 COMANCHE, OK Home Phone Delivery Date In-Service Date 4/05/08 4/05/08 Make Body License Number 2008 CHEVROLET MALIBU SEDAN WHITE 84230715

| #1 - Customer Reports: Lost Power Steering and Power Steering LIGHT CAME ON AFTER KILLING AND RESTARTING P/S CAME BACK BUT FEELS REALLY LOOSE SEE HISTORY Caused by HAS CODE C0545 STORED TESTED SYSTEM ALL TEST NORMA L TEST DROVE 2-3 TIMES COULD NOT GET TO REOCCUR AF TER CLEARING CODE CONTACTED GM CASE#10528096 WAS A DVISED NEED TO RECREATE PROBLEM UNABLE TO DUPLICAT Corrected by E9995: (OG) (9Z) CUSTOMER CONCERN NOT DUPLICATED Work performed by MARIO HOGUE (037) | AMOUNT |
|---|-----------------------|
| #2 - LOF: LUBE,OIL & FILTER Work performed by MARIO HOGUE (037) Installed 12605566 :FILTER (01836-BOPCKT) 1@7.26 Installed GM530 :OIL BULK 5@2.50 Hazardous Materials Charge Sub Total: Labor: 14.00 Parts:19.76 Total: 33.76 | 1 |
| #3 - RENTALSERV: CAR RENTAL Corrected by Z7903: (MG) (98) RENTAL Work performed by Dayne Ledord (001) 3 DAYS RENTAL FOR TRYING TO DUPLICATE CONDITION | - Warranty |
| TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinster to be done stong with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the 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 or your employees permission to report the vehicle herein described on attracts, highways, or elsewhere for the purpose of testing shipments are provided to a horizontal product of the purpose of testing supplies." | 14.00 19.76 .00 |

and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties dither express or implied, inch. the manufacturer. The sener nervoy expressly discisions all warranties other express or implied, incu-ling any implied warranty of merchantability or fitness for a particular purpose, and the solitor neither assumes nor authorized any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

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|-----------------------|-------|
| LABOR | 14.00 |
| PARTS | 19.76 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | 1.26 |
| HAZARDOUS MATERIALS | 1.50 |
| SALES TAX OR TAX I.D. | 2.00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 38.52 |
| Visa 182313 | 38.52 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

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(C1,2003 ARKONA, Igo. - Deuternhip/pp/feolice Group (g00)645-1098

To find youtherize the repairwant above to the uses along with the necessary matries and copy of the year and incipose (if it is not because it is not to the property of the

Customer Signature.

Mail to PO Box 360 <u> AILIET</u> 100 North Highway 81 Waurika, OK 73573 Phone: (580) 228-3504 G_ROUP Fax: (580) 228-3560 www.connerautogroup.com

84230715

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

R/O Open Date 8/01/08 6004716/1 R/O Close Date 8/06/08 Pre-Invoice Mileage In Mileage Out 10976 10977 Service Advisor / Tag # Rick Maxey

Work Phone Vehicle Identification Number 1G1ZG57BX84 COMANCHE, OK Delivery Date In-Service Date 4/05/08 4/05/08 Make. Body Color : License Number 2008 CHEVROLET MALIBU SEDAN WHITE

DESCRIPTION OF SERVICE AND PARTS Z7200: CORPORATE PARTS RETURN Caused by CORPORATE PARTS RETURN Corrected by Z7200: (MD) (00) CORPORATE PARTS RETURN Work performed by PATRICK TUTTLE CLAIM TYPE F RETURN PARTS AND RO 6004437 REQUEST #821331301..SVC MGR SSN | G0090 AUTH

Warranty

AMQUNT

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary matchel and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause boyond 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 or your employees permission to operate the vehicle herein described on strosta, highways, or elsewhere for the purpose of testing and/or Inspection. An express mechanic's lien is hereby admowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any worranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, includ-The manufacturer, the seller hereby expressly disclaims all warrahues either express or implied, both ing any implied warranty of merchantsbility or fitness for a particular purpose, and the seller neither assumes nor authorized any other person to assume for it any flability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

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| LABOR | .00 |
| PARTS | .00 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX LD. | .00 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | - 00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

(C) 2009 ARKONA, Inc. - Danierphys Application George (200)845-1028.

| 12/10/08 | WED 16:30 FAX 1 | 580 228 3560 | CONNER AUTO GROUP | 1 | Ø 017 |
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| COMANCHE | , OK | | Home Phone | R/O Open Date : 8 / 01 / 08 Time Received 8 : 58 | R/O Number 6004716 Time Promised 8/01 17:00 |
| Year | Make 180 | | Key Tag # | Current Mileage | Mileage Out |
| 2008 | CHEVROLET | MALIBU | SEDAN | Engine Codel LE5 | Service Advisor Rick Maxey |
| Vehicle 1G1ZG5 | Identification Number 78X84 | Color WHITE | License Number | Delivery Date | in-Service Date |
| 8423071 | 5 | | <u> </u> | 4/05/08 | 4/05/08 |
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| the purpose of marking engler and by the supplied of temporal | tor. Thereby government or your employees permission inspection. An extreme mochanic's liver is hereby a | a to symmetry the vehicle has an imperitod on street, hydronyo knowledged on above wehicle to soome the amount of results | neces or in parts or diso- thorats." | | |
| any implifie warranty of march | hantability of Suless for a particular purpose and the high-pate of said products. Any Limitation As tehned hip Application Group (GCI) 913-1925 | | Cu | | 100 |



Mail to PO Box 360 100 North Highway 81 Waurika, OK 73573 Phone: (580) 228-3504 Fax: (580) 228-3560

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

R/O Open Date R/O Number 6/26/08 6004437/1 R/O Close Date 7/02/08 Pre-Invoice Mileage in Mileage Out 10970 10975 Service Advisor / Tag #

Rick Maxey/1295 Work Phone Vehicle identification Number 1G1ZG57BX84 COMANCHE, OK Home Phone Delivery □ate 4/05/08 4/05/08 Year Body License Number 2008 CHEVROLET MALIBU SEDAN WHITE 84230715

| #1 - Customer Reports: THE ELECTRONIC STEERING SEEMS TO GUIT AND HAS A LO T OF RESISTANCE AS IF HAS NO STEERING ASSIST. LOSE S STEERING WITHOUT ANY NOTICE AND BECOMES DIFFICUL T TO USE. CAN SHUT OFF AND RESTART AND MAY WORK Caused by STEERING GOES HARD INTERMITTENTLY WHILE DRIVING, H AS TO SHUT OFF TO GET BACK WORKING. FOU ND P/S CONT ROL MODULE MOTOR FAILING Corrected by E7631: (OL) (6D) EPS MOTOR AND CONTROLLER, REPLACE Work performed by MARIO HOGUE (037) Installed 25805894: MOTOR (06605-PC) | AMOUNT Warranty Warranty |
|---|--------------------------|
| REPLACE P/S CONTROL MODULE MOTOR ASSY #2 - LOF: LUBE, OIL & FILTER Corrected by LOF: LUBE, OIL & FILTER Work performed by MARIO HOGUE (037) Installed 12605566:FILTER (01836-BOPCKT) 1@6.28 Installed GM530:OIL BULK 5@2.75 Installed WSF:WINDSHIELD SOLVENT 1@0.67 Sub Total: Labor: 13.50 Parts:20.70 Total: 34.20 | 13.50 |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter 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 the 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 horeby grant you or your employees permission to operate the vehicle herein described on streets, highways, or alsowhere for the purpose of testing and/or inspection. An express mechanic's lien is hemby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, includ Ing 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 sele of said products. Any limitation contained herein does not apply where prohibited by law.

| LABOR | 13.50 |
|-----------------------|-------|
| PARTS | 20.70 |
| DEDUCTIBLE | .00 |
| SUBLET | .00 |
| SHOP SUPPLIES | .00 |
| HAZARDOUS MATERIALS | .00 |
| SALES TAX OR TAX I.D. | 1.97 |
| SPECIAL ORDER DEPOSIT | .00 |
| DISCOUNTS | .00 |
| TOTAL DUE | 36.17 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

(C) 2003 ARKCINA, jqg. - Doubership Application Group (000)6-15-1928

*08 JUL 1 13.04

1265566

| C | CONNER |
|----------|--|
| Customen | ** \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \ |
| TAG#: | |
| SA#: | |
| | FRONT |
| Wash: | ☐ Yes ☐ No |
| | SUAL BODY SPECTION |

| · | MOLECHOM | | | | | |
|--------------------|----------|--|--|--|--|--|
| CUSTOMER NOTIFIED: | | | | | | |
| ☐ YES | □ NO | | | | | |
| BY | | | | | | |
| | | | | | | |

| Name (Last, Fit | | | | VIN | <u> </u> | \$0 |
|--|--|--|-------------------------|---|-----------------------|--|
| Street Address | | , 0 | <u></u> | Date | | Mileage DV 20 |
| City | W. | State | Zip | Make | 17- | Model |
| Home Phone | | Business Phone | <u> </u> | Year (2 Digits) | 1-D4 | License Number |
| Customer Email Ac | dress | 7 | 100 TP | Del. Date | | <u> </u> |
| Method of Paymen | | | 7.1 | Customer PO Num | ber | |
| 1. Complaint | 19707 | Ste | en in | Goe> | hard | |
| 2. Complaint | | | | | | |
| 3. Complaint | | | | | | |
| 4. Complaint | | | | | | |
| 5. Complaint | | | | | | |
| | | LOF = Lube, Oil | , Filter. 1st = | 1st Free Oil Chan | _ | Rotate & Balance Tires. |
| I HEREBY AUTHORIZE ALONG WITH THE NEC ARE NOT RESPONSIE | ESSARY MATERIAL AN ILE FOR LOSS OR DA | ID AGREE THAT YOU MAGE TO VEHICLE. | Promise Date | | • . | |
| ARTICLES LEFT IN VE OTHER CAUSE BEYON CAUSED BYUNAVAILAE BY THE SUPPLIER OR T | ND YOUR CONTROL C BLE PARTS OR DELAYS . BANSPORTER, THERE | R. FOR ANY DELAYS IN PARTS SHIPMENTS BY GRANT YOU AND/ | Promise Time | | | |
| or your employees Herein described o For the purpose Express technician | IN STREETS, HIGHWA' OF TESTING AND/OF I'S LIEN IS HEREBY A | /S, OR ELSEWHERE INSPECTION, AN I CKNOWLEGGED ON | Estimate | | | |
| ABOVE VEHICLE TO SE | OURE THE AMOUNT OF | REPAIRS THERETO. | Customer Signatu | ire | | |
| lotice Pursuant to { am the person or agen ehicle is subject to repr Ishanored because of i | l acting on behalf of the essession in accordance | nerson jubo ie obliga | ted to pay for the repa | alr of the motor vehicle s ce Code, it a written ord | er for paymen) for re | contract. I understand that this 9 pair on the vehicle is stopped. |
| | | | | | | '] |
| · | | Signature-of Personn | lesponsible or Age | nt of Person Responsit | ole | |

☑ 021

Mail to PO Box 360 100 North Highway 81 Waurika, OK 73573 Phone: (580) 228-3504 Fax: (580) 228-3560 www.connerautogroup.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

Vehicle Identification Number 1G1ZG57BX84| COMANCHE, OK Home Phone: Delivery Date in-Service Date 4/05/08 4/05/08 Make Body License Number 2008 CHEVROLET MALIBU SEDAN WHITE 84230715

| | i | |
|---|--------|---------------------------------------|
| DESCRIPTION OF SERVICE AND PARTS | | AMOUNT |
| #1 - Customer Reports: LOF | | · · · · · · · · · · · · · · · · · · · |
| Caused by CUSTOMER REQUESTED LOF FOR VEHICLE. | · | |
| Work performed by MARIO HOGUE (037) | | 12.50 |
| Installed 12605566 :FILTER (01836-BOPCKT) | 1@6.50 | 6.50 |
| Installed GM530 :OIL BULK | 5@2.50 | 12.50 |
| PERFORMED LOF. | | 22,30 |
| Sub Total: Labor: 12.50 Parts: 19.00 Total: 31.50 | | |

YERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hordinafter 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 the vehicle to 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 or your employees permission to operate the vehicle hordin doscribed on straets, highways, or disewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The soller hereby expressly disclaims all warranties either express or implied, including any implied warrantly of merchantability or fitness for a perficular purpose, and the seller neither assumers nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

| | LABOR | 12.50 |
|-----|-----------------------|-------|
| | PARTS | 19.00 |
| | DEDUCTIBLE | .00 |
| | SUBLET | .00 |
| | SHOP SUPPLIES | 1.13 |
| | HAZARDOUS MATERIALS | .00 |
| ıd. | SALES TAX OR TAX I.D. | 1.91 |
| | SPECIAL ORDER DEPOSIT | .00 |
| | DISCOUNTS | . 00 |
| | TOTAL DUE | 34.54 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Χ

(C) 2503 ARICONA, Inc. - Danierckie Aprilioning (Copys (200)945-1020

| | | | Home Phone | R/O Open Date | R/O Number |
|-------------|-----------|-------------|---------------------------------------|---------------------|-------------------------------|
| | | | | 5/23/08 | 6004129 |
| 201121-01-0 | 0.11 | | A REPORT OF THE PARTY OF | Time Received | Time Promised |
| COMANCHE | , OK | | | 10:48 | 5/23 17:0 |
| | | | 5 16 Oct 15 no # 1 | Comment Million on | NAME COLUMN |
| | | | Key Tag # | Current Mileage | / Willeage Out |
| | | | · · · · · · · · · · · · · · · · · · · | 7176 | , Ivilieags Out |
| Year | Make | A Model | Body | | Mileage Out : Service Advisor |
| 2008 | CHEVROLET | MALIBU | Body | 7176 | |
| 2008 | CHEVROLET | MALIBU | Body | 7176 Engine Code | Service Advisor |

#1 - Customer Reports: LOF

37

CHANGED OIL & FILTRA

CO#----RO#----Time--Total YZ1 6003494 3/12/08 2 Rick Maxey .00

W PDI: PREDELIVERY INSPECTION

037 1.30



Mail to PO Box 360 100 North Highway 81 Waurika, OK 73573 Phone: (580) 228-3504 Fax: (580) 228-3560 www.connerautogroup.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday R/O Open Date R/O Number 5/01/08 6003973/1
R/O Closa Date Status 5/29/08 Pre-Invoice Mileage In Mileage Out 4392 4395
Service Advisor / Tag #

| | , | Rick Maxey | sor/lag# |
|-----------------------------------|------------|-------------------|---------------------------|
| | Work Phone | Vehicle Identific | |
| COMANCHE, OK | Home Phone | Delivery Date | In-Service Date |
| Year Make Model | Body | 4/05/08 Color | 4/05/08 License Number |
| 2008 CHEVROLET MALIBU 84230715 | SEDAN | WHITE | |

#1 - Customer Reports: LEFT REAR TIRE LOSE AIR CONTINUALLY
Caused by RT REAR TIRE LOSES AIR. NO SIGNS OF IMPACT
DAMAGE

Corrected by E0434: (07) (40) TIRE- UNIROYAL REPLACE
Work performed by MARIO HOGUE (037)
Work performed by MCNA001: 93370
REMOVE TIRE, CARRY TO SUBLET FACILITY, DISMOUNT AN
D INSTALL NEW TIRE. REINSTALL AND PROGRAM TIRE MON
ITOR. GLOBAL ADJUSTMENT CODE #116986 .3 ADMIN AVA
ILABLE

Warranty Warranty

AMOUNT

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinsflat 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 the 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 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 iten is hereby acknowledged on above vehicle to secure the amount of repairs thereby."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclations all warranties either express or impited, incluring any implied warranty of merchaniability or fitness for a particular purpose, and the seller notition assumes nor authorizes any other person to assume for it any liability in contaction with the sale of sell products. Any limitation contained herein does not apply where prohibited by law.

| | LABOR | | .00 |
|----|-----------------------|-------|------|
| | PARTS | | .00 |
| İ | DEDUCTIBLE | + === | .00 |
| | SUBLET | , , | .00 |
| | SHOP SUPPLIES | | .00 |
| | HAZARDOUS MATERIALS | | .00 |
| ıd | SALES TAX OR TAX I.D. | | .00 |
| | SPECIAL ORDER DEPOSIT | | .00 |
| | DISCOUNTS | | .00 |
| ļ | TOTAL DUE | | . 00 |
| | | | |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(C) 2000 ARKONS Unc. - Destarchip Application Crysp (000)045-1004

| <u> </u> | | : Home Phone () | . R/O Open Date 5/01/08 | R/O Number. |
|--|----------------|-----------------|----------------------------|---|
| COMANCHE, OK | | Work Phone | Time Received 14:33 | Time Promised 5/01 17:00 |
| | | Key Tag # | Current Mileage 4392 | Mileage Out |
| Year Make 2008 CHEVROLET | MALIBU | Body SEDAN | | Service Advisor Rick Maxey |
| Vehicle Identification Number I | | I | Delivery Date 4/05/08 | In-Service Date 4/05/08 |
| 84230715 | | | | |
| #1 - Customer Reports: | They, h | de mal contr | WETZ dece of | 2 |
| Remove wheel | Para to 5 | blet facility | F0434 | |
| CO#RO#Date- | -D-Milesserv | bakace | <i></i> | ·~/ TimeTotal |
| YZ1 6003494 3/12/08 W PDI: PREDELIV | 2 Rick | Maxey | | .00 |
| ** *** * ************************** | | el to test al | - | 1.30 |
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| REPAIR ORDER - | ALIDIT CODY | Work Phone | R/O Open Date | R/O Number |
|-------------------------------|---------------------------|---|----------------|-----------------|
| TARREST SASSES | AODII COFI | | 3/12/08 | 6003494/1 |
| INVENTORY: 84230715 | | Home Phone | R/O Close Date | Receipt No. |
| | | | 3/13/08 | Original |
| | • | Body | Mileage In | Mileage Out |
| Year Make | Start and at Madel 5 1 Kg | SEDAN | 2 | 8 |
| 2008 CHEVROLET | | License Number | Service | |
| Vehicle Identification Number | MALIBU | A | Rick Maxey | 9936 |
| 1G1ZG57BX84 | WHITE | Account No. | Delivery Date | In-Service Date |
| 84230715 | / MUTIC | <u> </u> | 4/05/08 | 4/05/08 |
| | | | | |
| #1 - PDI: PREDELIVERY | INSPECTION | , | | r.7 |
| Caused by PDI | | | | M |
| Corrected by Z700 | 00: (99) NEW VEHT | CLE INSPECTION | (PDT | |
| COMPLETE/MC | 3/99) PDT | CDE TABLECTION | (FDT | |
| Work performed by | Tech 037/5512 | 1.30hrs @ 62. | 72 81.54 | 1 |
| PERFORM PDI COMPI | LETE | | 72 01.37 | • |
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| Labon | INTERNAL | SERVICE CONT. WARRA | | COST |
| LABOR | | 8 | 1.54 | |
| PARTS DEDUCTIBLE | | | | |
| SUBLET | | | | |
| SHOP SUPPLIES | | | | |
| HAZARDOUS MATERIALS | | | | |
| SALES TAX OR TAX LD. | | | | |
| SPECIAL ORDER DEPOSIT | | | | <u> </u> |
| DISCOUNTS | | | | ļ |
| | | | | |
| | ***** | 8 | 1.54 | 1000 |
| | | | | |

Customer Signature

RESET FORM





2008 Malibu

Pre-Delivery Inspection Form

Dealer/BAC Code

600 3494

16-126578X84

Remove wristwatches, jewelry, cell phones, etc., and cover belt buckles to prevent damage to the vehicle. Deficiencies must be called to Service Management's attention. Inspect, perform, verify proper operation, assembly, fit and routing of the following.

Initial Preparation:

Leave door edge protection and other shipping/storage materials on until customer delivery

Adjust tires to pressures specified on the Certification Tire Pressure Label. Record adjusted results.

Temperature: ____°F□ °C□
Tires: LF ___ RF __ Z __ R __ RR

Install loose shipped parts and all accessories (torque as needed)

Power mirrors (if equipped) Seats, all: Check material, operation and that removable seats are properly.

Seat belts, all: material, operation, routing and latches

Displays, gauges, interior and exterior lights

Exterior:

"Doors, locks, all keys/fobs and keyless entry system

Check child safety door/window locks are in normal (unlocked) position (if -squipped)

☐ Fit/function removable top/panel, convertible top (if equipped)

Fit/function/retention of parts such as bumpers, moldings, grille, emblems. doors, deck lid, hood, fuel door and cap, tailgate, liftgate and hatches (if equipped)

Under Hood:

Remote hood release, latch and hood safety latch

Check battery state of charge and record voltage. Charge battery if below 12.6 volts

VQLTAGE

Hoses, lines, cables and wire attachments are free of kinks and -clear of any moving/hot parts-

Hoses, clamps, pipes, fittings, seals, and gaskets for seepage and proper connection

Fluid levels: Add as required

Under Vehicle:

Visually inspect underbody; check all fluid systems for leaks

Brake/fuel lines secured in clips

Road Test: ODOMETER: Before 77

Before, during and after this test, check all standard equipment, options and accessories for proper operation, as applicable.

Drive on a legal roadway with road conditions permitting. Evaluate the following:

Remote start (if equipped)

Engine Performance: Cold start, idle quality.

Front and rear HVAC system controls. blower(s), heater, A/C, front defroster

and rear defogger Electronic compass for function. Set to correct zone and calibrate (if

Regular and steering wheel controls for radio, cassette, CD, MP3, XM, and NAV (if equipped)

_Steering wheel - center position Steering for leads, pulls, vibration at idle, vibration while driving

Wipers, delay, RainSense and washers (front and rear)

Brakes for noise, pulls, vibration or shudder at both high and low speeds.

Unusual wind noise.

Unusual noise/vibration/squeak/rattle Cruise/adaptive cruise (if equipped)

Verify OnStar function indicator light

ja green (if equipped)

Transfer case operation, all ranges (if equipped)

Transmission shifter, clutch, noise, shift smoothness

தாள்e performance: Hot start, idle quality

Check for MIL, SES, SVS, and any warning lights

empleted by

Special Inspection Items

NOTE - For vehicles built prior to VIN 8F159872 equipped with a 2.4 Liengine (RPO LE5) only. Refer to Service Update Bulletin 07298.

NOTE - Report product issues. quality concerns, and repetitive conditions through a Field Product Report per TSB 07-00-89-036.

Under Vehicle - Avoid under body damage when lifting the vehicle. Refer to TSB 05-06-04-004C and SI Document ID# 1850089 on "Lifting and Jacking" for additional information.

NEW Final Inspection & Prep -Do NOT use silicone or wax-based products to clean the interior. Refer to TSB 06-00-89-029C for details.

NEW Final Inspection & Prep -Due to seasonal temperature changes, tire pressures MUST be rechecked at time of delivery. Refer to TSB 07-03-16-004.

Final Inspection & Preparation:

Perform just prior to delivery.

Interior: Remove protective coverings. Clean as required: seats, headliner, kick paneis, carpets, console, Instrument panel, moldings and hard

Install floor mats (if equipped) Check heated/cooled seats/steering wheel (if equipped)

Insert NAV map disc and set to соптесt region (if equipped)

Thorough exterior wash and dry;

check for water leaks

Exterior finish: Check paint finish for dents, dings, chips, scratches, or blemishes. Repair.

Reset fuel economy readings Set clock/calendar to local time

Using a clean cloth, clean the wiper blades using GM Optikleen windshield washer solvent

Thoroughly clean all glass surfaces, ose plain water on interior glass

Recheck tire pressures and battery state of charge

Check GM Vehicle Information System (VIS) for required field actions (open recall campaigns, service update bulletins, systems software updates)

12122007 Rev. 1.2

Certification: I certify that this Pre-Delivery Inspection 12 MANIO HOOVE

Technician (Print Name)

Service Manager (Signature) File With Repair Order

Privileged and Confidential Information

CASE ASSESSMENT

By: Alicia White State: Oklahoma

| Customer Name: | Servio 67017 | ce Request: 71- 76693 | BBB Case No.: | CHV0854065 |
|---|--|--------------------------|---------------|-----------------|
| Vehicle ID No.: 1G1ZG57BX84 | In Service Date: 4/5/2008 | Vehicle is: New | | C Code: 6078 |
| Year, Make & Model: 2008 Chevrole Mileage at Time of BBB Filing (21,29 Lien holder: GMAC Other: { | Vehicle Purchased Used on: {n/a or mm/dd/yy} at odometer {odometer} Sale Type: Purchase Lease Other:: {Type} CAM Name: Larry Shields | | | |
| Phone/Cell Number: 281-229-9990 Svc Mgr Name: Dayne Ledford | | Phone Number: 972 | | |

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. IF **YES** PLEASE INCLUDE TAC # 10528096 AND EXPLANATION TAC WAS INVOLVED. IF TAC HAS To diagnose power steering concern.

|--|

☐ Power Steering going out

| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
|----------|--------|-----------|----------|--|
| 26/06/08 | 004437 | 1 | 10,970 | Customer states – The electronic steering seems to quit and has a lot of resistance, as if has no steering assist. Loses steering without any notice and becomes difficult to use. Can shut off and restart and may work. Dealer states – Found power steering control module motor failing. MOTOR AND CONTROLLER ASSEMBLY, ELECTRONIC POWER STEERING |
| 30/09/08 | 005204 | 4 | 18,479 | Customer states – Lost power steering and power steering light came on. After killing and restarting, power steering came back but feels really loose. Dealer states – Has Code C0545 stored. Tested system. All test normal. Test drove 2-3 times, could not get to reoccur. After clearing code contacted GM TAC Case # 10528096. Was advised need to recreate problem. Unable to duplicate. CUSTOMER CONCERN NOT DUPLICATED. |

3-DAY COURTESY TRANSPORTATION.

14/10/08 005330 3 18,807

Customer states – Intermittently power steering light comes and has no

power steering. When kills engine, it comes back and works.

Dealer states – Code C0545 stored. System torque sensor. Checked terminal tension on all plugs. Checked signal for sens or signal, okay. Checked harness and found wire partially broken under insulation for steering column. Removed terminal from connector and installed new terminal. Reinstalled connector and retest repeatedly as well as rove several times with no problem. WIRING AND/OR CONNECTOR -

INTERIOR/REAR COMPARTMENT LIGHTI.

☐ Right rear tire losing air (NOT ON CCF)

Date:

RO #:

| <u>Date:</u> | <u>RO #:</u> | Days Out: | <u>Mileage:</u> | Description of Complaint and Repair Performed: |
|--------------|--------------|-----------|-----------------|--|
| 01/05/08 | 003973 | 1 | 4,392 | Customer states – Left rear tire lose air continually. Dealer states – No signs of impact damage. Remove tire, carry to sublet facility, dismount and install new tire. Reinstall and program tire monitor. TIRE, UNIROYAL – REPLACE. |

| ☐ Dash dimmer inoperative (NOT ON CCF) | | | | | | |
|--|--------|-----------|----------|--|--|--|
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: | | |
| 07/11/08 | 005539 | 1 | 21,077 | Customer states – Dimmer for dash lighting inoperative since last repair on steering. Also back light for radio buttons come on when started but go out. Dealer states – Checked lights. Has no dash lights. Removed dimmer switch and found loose connection at dimmer switch. Tightened terminal tension and reinstalled switch and checked okay. | | |
| ☐ {Symp | otom} | | | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: | | |
| | | | | | | |
| ☐ {Symp | otom} | | | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: | | |
| | | | | | | |
| ☐ {Symp | otom} | | | | | |

Days Out: Mileage: Description of Complaint and Repair Performed:

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

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

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 N/A
Insurance Rep (First and Last Name) N/A
Phone # N/A
Claim Made? N Claim Status: N/A
Claim # N/A

Did Insurance Company refer customer to GM? N/A

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

| (A Trade | Repurch | • | e offered | ed to the customer IN I as a settlement before a Straight can be considered) AM | |
|----------|---------|----------|-----------|---|--|
| ☐ Other | | | | | |
| Date: | PO #· | Dave Out | Mileage: | Description of Complaint and Penair Performed | |

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

GM Program Summary Repurchase/Replacement: No – Vehicle is outside of time/mileage parameters (12 months / 12,000 miles).

Lemon Law Repurchase/Replacement: Yes – Claim was filed within specified time period. No – Presumption for days out of service / number of repair attempts have not been met.

GM Program Summary Repairs/Reimbursement for past repairs: Yes – Vehicle is within time/mileage parameters (36 months / 36,000 miles).

THE STATE LEMON LAW READS:

Days out of service: 45

Repairs 4

Time period 1 year (from in-service date) – 4 years (from in-service date) to file Does Lemon Law state nonconformity must continue to exist? Yes

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

Number of repair attempts in the presumption period: 3

Total days out of service during the presumption period: 8

Vehicle Meets Presumption of Lemon Law NO

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: SR # 71-670176693 - complaint veh-power steering

Date & Offer/Result: Opened 10/8/2008 08:30:05 PM. Originally closed dissatisfied on 10/15/2008 12:11:18 PM.

Reopened on 12/5/2008 12:15:41 PM. No goodwill offered/processed.

Cust sts:

- -2nd time at the shop
- -power steering goes out
- -fixed once three months 6-26-2008
- -CONNER AUTO GROUP

PO BOX 360

WAURIKA, OK 73573-0360

(580) 228-3504

- -Dane service advisor
- -Mike service manager
- -dlr could not duplicate the concern

Cust sks: issue to be fixed

Crs adv:

- -already spoke with Mr. Dayne Ladford-svc director at Connor Chevrolet
- -he said we can't duplicate the concern and even after contacting TAC, there is no way that we can get a diagnosis just yet

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

RECOMMENDATION AND RATIONALE

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

Cust sks: December 5, 2008 - Trade repurchase.

December 11, 2008 – Customer does not want additional coverage on the vehicle.

DVM sts: December 10, 2008 – No repurchase. Vehicle can be fixed. RSE involved. Can offer a vehicle payment or a GMPP.

SVM sts: December 9, 2008 – Feels customer should receive goodwill assistance. Owner requested a buyback from DVM but doesn't feel it's his place to do it through the dealership.

CRS Rationale: December 11, 2008 - I have spoken with the dealership and the DVM. They have involved engineering and the RSE. They do have a fix for the vehicle. GM's first priority is to repair the vehicle. At this time, GM will not be repurchasing your vehicle or trading you into a different on. Once vehicle is returned to you, I will be looking into additional coverage on the steering as well as other components of the vehicle.

| What are the 3 main strengths of the customer's case to win repurchase through Lemon Law 1. Concern may continue to exist; vehicle is at dealership being repaired. | | | | | | | |
|--|---|-------------|--------------|----------------------------|--|--|--|
| 2. N/A | | | | | | | |
| 3. N/A | | | | | | | |
| | ns weaknesses of the customer's cas for replacement / repurchase under Program S | | repurcha | ase through Lemon Law | | | |
| 2. Vehicle has not met pro | esumption of Lemon Law for days out of serv | rice / numb | er of repair | r attempts. | | | |
| 3. The use, safety and val | ue of the vehicle has not been affected. | | | | | | |
| Decision reached by | CRS: Arbitrate case: S | ettle case | e: X | | | | |
| CRS FINAL OFFER: | | | DATE: | CUST {Accepted / Declined} | | | |
| Goodwill: {Type} | Attorney Fees (if applicable): \${Am | ount} | | | | | |
| | | | | | | | |
| TEAM LEAD APPROVI | NG: | {Name} | | Date: {Date} | | | |

BBB AUTO LINE



December 5, 2008

ALICIA ROBINSON-WHITE CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Re:m01 CHV0854065: vs Chevrolet Motor Division

Dear Madam/Sir:

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

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

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

Sincerely,

Carolyn Hill at Extension 509



| To: ALISHA | From: DAYNE |
|--------------------------|--|
| Company: | Date: 12-18-08 @ 11:45 An |
| Fax Number: | Total # of Pages Including Cover 3 |
| Phone Number: | Sender's Reference Number 580-228-3504 |
| RE: RET# 71-670176693 | Your Reference Number |

Notes/Comments:

RO# 6005698

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 you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately and destroy all copies of the original message and attachments thereto. Faxes sent to or from Conner Auto Group may be retained as required by law or regulation.



SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

| R/O Open Date | R/O Number |
|----------------|--------------|
| 11/28/08 | 6005698/1 |
| R/O Close Date | Status |
| 12/15/08 | Pre-Invoice |
| Mileage In | Mileage Out |
| 22732 | 22732 |
| Service Adv | isor / Tag # |
| DAYNE/1888 | |

| | | | | DAYNE/1888 | | |
|--------|-----------|------------|-------------------------------|---------------|-----------------|--|
| | | Work Phone | Vehicle Identification Number | | | |
| COMPAN | 0/11 A | _ | | 1G1ZG57BX84 | | |
| COMANG | CHE, OK | | 110000000 | Delivery Date | In-Service Date | |
| | | | | 4/05/08 | 4/05/08 | |
| Year | Make | Model | Body | Color | License Number | |
| 2008 | CHEVROLET | MALIBU | SEDAN | WHITE | | |
| 84 | | | | | | |

| DESCRIPTION OF SERVICE AND PARTS #1 - Customer Reports: STEERING WENT OUT AGAIN UNTILL KILL ENGINE AND RES TART THEN WORKS FINE Corrected by E8434: (WB) (6G) STEERING COLUMN ASSEMBLY | AMOUNT |
|---|--|
| REPLACE Work performed by MARIO HOGUE (037) Corrected by E7680: COLUMN ASSY- STEERING- REPLACE Work performed by MARIO HOGUE (037) Work performed by MARIO HOGUE (037) Installed 25805894: MOTOR (06605-PC) Qty: 1 Installed 15926870: COLUMN (06518-PC) Qty: 1 CASE# 10528096 CUST WANTED VEHICLE BOUGHT BACK DUE TO REOCCURING INTERMITTENT PROBLEM REPLACED COLUM N AND CONTROL MOTOR AT SAME TIME PER ENGINEER RAND Y MASON 17 DAYS RENTAL DUE TO TIME FOR ENGINEER RESPONSE AND MOTOR BACKORDERED DISTRICT MANAGER IN VOLVED AS WELL H ROUTE PER KIMBERLEY AT GM FOR EXT | Warranty Warranty Warranty Warranty Warranty |
| #2 * RENTALSERV: CAR RENTAL Corrected by Z7907: RENTAL Work performed by Dayne Ledford (001) RENTAL FOR PARTS AND FIELD ENGINEER DELAY | Warranty |

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinefler 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 the 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 or your employees permission to operate the vehicle herein described on strocts, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is horoby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, incluing any implied warranty of membrantability 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 selle of said products. Any limitation contained herein does not apply where prohibited by law.

| r | LABOR | .00 |
|--------|-----------------------|-----|
| - г | PARTS | .00 |
| 3 | DEDUCTIBLE | .00 |
| , | SUBLET | .00 |
| • | SHOP SUPPLIES | .00 |
| | HAZARDOUS MATERIALS | .00 |
| lud | SALES TAX OR TAX I.D. | .00 |
| f | SPECIAL ORDER DEPOSIT | .00 |
| | DISCOUNTS | .00 |
| | TOTAL DUE | .00 |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

(C) 2002 ARKONA, bes. - Decigrably Application Group (000)945-1024

| | | | Home Phone | l R/O Open Date | R/O Number |
|--------|---|--|--|--|----------------------------|
| | | | | 11/28/08 | 6005698 |
| COMANC | HE OK | | WORK FROITE | Time Received 8:43 | Time Promised |
| COMMIC | iii, Ok | | Key Tag # | Current Mileage | 11/28 17:00 Mileage Out |
| | | | 1888 | 22732 | edit i |
| Year | Make | Model | Body | Engine Code | Service Advisor |
| 2008 | CHEVROLET icie Identification Number | MALIBU Cotor | SEDAN License Number | LE5 | DAYNE |
| | G57BX84 | WHITE | License Number | Delivery Date 4/05/08 | In-Service Date 4/05/08 |
| 84 | 00 1000 | 171111111111111111111111111111111111111 | 10.11 | 4/03/00 | =/05/00 |
| 37 \$ | USTOMER REPORTS: NGINE AND RES TA ALLED TRCH L CONT. MODULE | STEERING WENT O RT THEN WORKS FI INEE REFERED PER ENGIN R | OUT AGAIN UNTILL INE HAS COOK TO ENGIN, E ANDY MASON | KILL CO SHB- SYM RRPLACED SYR | OO W EP COLUMN |
| | RO#Date 6005539 11/07/08 | 21077 DAYNE | | | .00 |
| YZ1 | 6005330 10/14/08 | | | | .50 |
| | W RENTALSERV | LY POWER STEERIN | IG LIGHT COMES O | N AND H037 001 | .00+ .00- |
| YZ1 | 6005204 9/30/08 | | | | 38.52 |
| | W LOST POWER S' C LOF: LUBE, OI | TEERING AND POWE | R STEERING LIGH | T CAME 037 037 | +.50 <i>-</i> |
| | W RENTALSERV: | | | 001 | .30 |
| YZ1 | 5004716 8/01/08 | | Maxey | 342 | .00 |
| | | RATE PARTS RETUR | | 046 * | .30 |
| YZ1 | 5004437 6/26/08 | | Maxey | 70 7 70075 | 36.17 |
| | C LOF: LUBE, OI | IC STEERING SEEM | is to Quit and H | AS A LO037 037 | 1.10 |
| YZl | 5004129 5/23/08 | | GOODFELLOW | 937 | 34.54 |
| | C LOF | | | 037 | .50 |
| YZ1 | 5003973 5/01/08 | 4392 Rick M | laxey | | .00 |
| YZl (| W LEFT REAR T1, 5003494 3/12/08 | RE LOSE AIR CONT 2 Rick M | | 037 | .20 |
| 121 | | VERY INSPECTION | lakey | 037 | 1.30 |
| | 77 446 8 | | | 7 JOHN | SANO/ |
| CAS | 元井105分 | 8096 , CA | Sta 4 | | '08 DEC 11 9.36 |
| | | D | IVM- | 58434 | |
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| | 1.1 000 | | | . / - | |
| | 1 V | | · · · · · | UB/6G | |
| | | | | 1 | |









CBMC

General Motors Business Resource Center

FAX

Dayne Ledford To:

Company:

Fax: 580-228-3560

Phone:

From: **Alicia White**

Fax:

866-281-0326

Phone:

1-800-231-1841 ext 11812

E-mail:

CC:

SENT 12-10-88

NOTES:

I have attached a letter requesting all sales documents and repair orders for this customer's vehicle.

NEW VEHICLE BILLING SHEET

SALESPERSON AL WALKER

| Customer | | Date Sold 4 | 4-5-08 |
|--|---|--|------------------|
| Stock # 84 25 | 30 715 | Description 2008 CHE | VY MACIBU - WHIT |
| Trade Stk # 78 5 | 85 501 | Description 2007 CHE | UY HAR |
| Trade Stk # | | Description | · |
| Financial Inst Cha | سعد | | |
| | СОММ | SSION FIGURES | |
| Sales Price Trade ACV Trade ACV B.O. Adds Rebates Total Sales Price | 7/9/°° + 11,000°° + + + + 1250°° 1944/°° | Vehicle Cost Rebates to Custome Rebates as Down Work in Process Other Total Cost | |
| | CO | MMISSION | |
| Gross Profit Holdback Comm Gross | 628.47 - 582-75 -4572 | Amount of Charge E X | 3ack 25% |
| Commission New Car Sales | ÷ <u>80.00</u> | Total Charge Back To Sales Person | N/4 |
| TOTAL COMM I | PAYABLE | 130 00 | |



Privileged and Confidential Information

CASE ASSESSMENT

By: Alicia White State: Oklahoma

| Customer Name: | Servio 67017 | re Request: 71- 76693 | BBB Case No.: CHV0854065 |
|---|---------------------------------|-------------------------------------|--------------------------------------|
| Vehicle ID No.: 1G1ZG57BX84 | In Service Date: 4/5/2008 | Vehicle is: New | BAC Code: 226078 |
| Year, Make & Model: 2008 Che Mileage at Time of BBB Filing (| | Vehicle Purchased at odometer { odo | Used on: {n/a or mm/dd/yy} meter} |
| Lien holder: GMAC ☐ Other | ⁻□: {Name} | Sale Type: Purch {Type} | nase Lease Other:: |
| DVM Name: Kimberly McCloud | | CAM Name: Larry | Shields |
| Phone/Cell Number: 281-229- | | Phone Number: 9 | |
| Svc Mgr Name: Dayne Ledford | | | |

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. IF **YES** PLEASE INCLUDE TAC # 10528096 AND EXPLANATION TAC WAS INVOLVED. IF TAC HAS To diagnose power steering concern.

IF TAC HAS NOT BEEN CONTACTED WHY
NOT_____

☐ Power Steering going out

| | _ | | | |
|----------|--------|-----------|----------|--|
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
| 26/06/08 | 004437 | 1 | 10,970 | Customer states – The electronic steering seems to quit and has a lot of resistance, as if has no steering assist. Loses steering without any notice and becomes difficult to use. Can shut off and restart and may work. Dealer states – Found power steering control module motor failing. MOTOR AND CONTROLLER ASSEMBLY, ELECTRONIC POWER STEERING |
| 30/09/08 | 005204 | 4 | 18,479 | Customer states – Lost power steering and power steering light came on. After killing and restarting, power steering came back but feels really loose. Dealer states – Has Code C0545 stored. Tested system. All test normal. Test drove 2-3 times, could not get to reoccur. After clearing code contacted GM TAC Case # 10528096. Was advised need to recreate problem. Unable to duplicate. CUSTOMER CONCERN NOT DUPLICATED. |

| 14/10/08 28/11/08 | 005330 | 3 | 18,807 | 3-DAY COURTESY TRANSPORTATION. Customer states – Intermittently power steering light comes and has no power steering. When kills engine, it comes back and works. Dealer states – Code C0545 stored. System torque sensor. Checked terminal tension on all plugs. Checked signal for sens or signal, okay. Checked harness and found wire partially broken under insulation for steering column. Removed terminal from connector and installed new terminal. Reinstalled connector and retest repeatedly as well as rove several times with no problem. WIRING AND/OR CONNECTOR - INTERIOR/REAR COMPARTMENT LIGHTI. Customer states - Steering went out again until kill engine and restart. Then works fine. Dealer states - TAC Case # 10528096. Customer wanted vehicle brought back due to reoccurring intermittent problem. Replaced column and control motor at same time per engineer Randy Mason. 17 days rental due to time for engineer response and motor back-ordered. DVM involved as well. POWER STEERING ASSIST MOTOR REPLACEMENT. STEERING COLUMN REPLACEMENT. |
|--------------------------|-----------------|---------------|------------------------|--|
| □ Right | rear tire | losing air (N | NOT ON C | CCF) |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
| 01/05/08 | 003973 | 1 | 4,392 | Customer states – Left rear tire lose air continually. Dealer states – No signs of impact damage. Remove tire, carry to sublet facility, dismount and install new tire. Reinstall and program tire monitor. TIRE, UNIROYAL – REPLACE. |
| □ Dash (| dimmer i | noperative | (NOT ON | CCF) |
| | | • | • | • |
| <u>Date:</u> 07/11/08 | RO #: 005539 | Days Out: | <u>Mileage:</u> 21,077 | Customer states – Dimmer for dash lighting inoperative since last repair on steering. Also back light for radio buttons come on when started but go out. Dealer states – Checked lights. Has no dash lights. Removed dimmer switch and found loose connection at dimmer switch. Tightened terminal tension and reinstalled switch and checked okay. |
| ☐ {Symp | otom} | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
| ☐ {Symp | | | | |
| | | | | |
| Date: | <u>RO #:</u> | Days Out: | <u>Mileage:</u> | <u>Description of Complaint and Repair Performed:</u> |

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

 \square {Symptom}

Date:

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

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

Has the vehicle ever been involved in an accident N

Did you confirm your answer with the customer Y

What type of damage was sustained (example front end collision)

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

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

Insurance Company N/A
Insurance Rep (First and Last Name) N/A
Phone # N/A

Claim Made? N Claim Status: N/A Claim # N/A

Did Insurance Company refer customer to GM? N/A

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

| (A Trade | Repurch | • | oe offered | d as a settlement before a Straight can be co | onsidered) |
|----------|---------|-----------|------------|--|------------|
| ☐ Other | | | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: | |

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

GM Program Summary Repurchase/Replacement: No – Vehicle is outside of time/mileage parameters (12 months / 12,000 miles).

Lemon Law Repurchase/Replacement: Yes – Claim was filed within specified time period. No – Presumption for days out of service / number of repair attempts have not been met.

GM Program Summary Repairs/Reimbursement for past repairs: Yes – Vehicle is within time/mileage parameters (36 months / 36,000 miles).

THE STATE LEMON LAW READS:

Days out of service: 45

Repairs 4

Time period 1 year (from in-service date) – 4 years (from in-service date) to file Does Lemon Law state nonconformity must continue to exist? Yes

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

Number of repair attempts in the presumption period: 3
Total days out of service during the presumption period: 26
Total days out of service during customer's ownership: 26

Vehicle Meets Presumption of Lemon Law NO

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: SR # 71-670176693 - complaint veh-power steering

Date & Offer/Result: Opened 10/8/2008 08:30:05 PM. Originally closed dissatisfied on 10/15/2008 12:11:18 PM.

Reopened on 12/5/2008 12:15:41 PM. No goodwill offered/processed.

Cust sts:

- -2nd time at the shop
- -power steering goes out
- -fixed once three months 6-26-2008
- -CONNER AUTO GROUP

PO BOX 360

WAURIKA, OK 73573-0360

(580) 228-3504

- -Dane service advisor
- -Mike service manager
- -dlr could not duplicate the concern

Cust sks: issue to be fixed

Crs adv:

- -already spoke with Mr. Dayne Ladford-svc director at Connor Chevrolet
- -he said we can't duplicate the concern and even after contacting TAC, there is no way that we can get a diagnosis just yet

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

RECOMMENDATION AND RATIONALE

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

Cust sks: December 5, 2008 - Trade repurchase.

December 11, 2008 – Customer does not want additional coverage on the vehicle.

DVM sts: December 10, 2008 – No repurchase. Vehicle can be fixed. RSE involved. Can offer a vehicle payment or a GMPP.

SVM sts: December 9, 2008 – Feels customer should receive goodwill assistance. Owner requested a buyback from DVM

but doesn't feel it's his place to do it through the dealership.

CRS Rationale: December 11, 2008 - I have spoken with the dealership and the DVM. They have involved engineering and the RSE. They do have a fix for the vehicle. GM's first priority is to repair the vehicle. At this time, GM will not be repurchasing your vehicle or trading you into a different on. Once vehicle is returned to you, I will be looking into additional coverage on the steering as well as other components of the vehicle.

January 15, 2009 – BBB closed claim stating, "Case has been closed as a referral."

| | In strengths of the customer's ca e to exist; vehicle is at dealership being r | | chase thr | ough Lemon Law |
|---------------------------------------|---|---------------------|--------------|---------------------------|
| 2. N/A | | | | |
| 3. N/A | | | | |
| | ins weaknesses of the customer's for replacement / repurchase under Prog | | purchase | through Lemon Law |
| 2. Vehicle has not met p | resumption of Lemon Law for days out of | of service / number | of repair at | tempts. |
| 3. The use, safety and va | alue of the vehicle has not been affected. | | | |
| Decision reached by | CRS: Arbitrate case: | Settle case: | X | |
| CRS FINAL OFFER: Repair vehicle | | | TE: 12/08 | UST {Accepted / Declined} |
| Goodwill: N/A | Attorney Fees (if applicable): | \$N/A | | |
| | | | | |
| TEAM LEAD APPROV | ING: | N/A | | Date: N/A |











GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

December 9, 2008

Dayne Ledford CONNER AUTO GROUP PO BOX 360 WAURIKA, OK 73573-0360

Re:

Siebel Request: 71-670176693 2008 Chevrolet Malibu VIN # 1G1ZG57BX84

Dear Mr. Dayne Ledford:

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

In order to perform a case assessment, please provide me with copies of all dealer sales and service documents regarding this vehicle within 24 hours. The specific documents needed are:

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

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

Please remove the customer's SSN off any and all documents.

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

Sincerely,

Alicia White

Alicia White BRC Customer Relationship Specialist Ph# 800-231-1841, prompt 9, prompt 5, extension 11812 FAX# 866-281-0326

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

Revised 1/23/08

Privileged and Confidential Information

CASE ASSESSMENT – LEGAL (NON SMALL CLAIMS)

By: Dianna Barber State: PA

/ contract Service Request: 71-670466289 GM Legal File No.: N/A Customer Name: shows Vehicle ID No.: 1G1ZJ57B58F In Service Date: 5/31/2008 Vehicle is: New BAC Code: 113807 Year, Make & Model: 2008 Chevrolet Malibu Vehicle Purchased Used on: N/A Lien holder: GMAC Other S: Bank of America, P.O. Box 2759, **DVM** requests Purchase Price of Jacksonville, FL 32203 involvement?: Vehicle: \$ 30,005.25 Was TAC contacted for this vehicle (Y/N)?: Y TAC Case #10524327, Yes

Loren Coopel

VEHICLE REPAIR HISTORY

Steering

| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
|----------|--------|-----------|----------|---|
| 07/28/08 | 173605 | 1 | 2145 | On hard turns, can feel shake or binding, seems to loosen around turns / road test 15 miles with long left and right turns, no shake or binding felt in steering. Also check BCM for DTC's & no DTC's set. Also no bulletins or PI's found – could not duplicate |
| 08/05/08 | 173812 | 1 | 3020 | Ck steering, vibrates a lot, when binds up |
| | | | | Ck for pull on steering wheel when braking & pulling out then lets go right away – ordered steering column |
| 08/20/08 | 174256 | * | 3565 | Ck power steering inop / found motor in column shorting out – replace column |
| 09/04/08 | 174636 | * | 4135 | Steering wheel shakes / found front toe out of adjustment – set front toe & road test. Rotated tires & relearn monitors. |
| 09/08/08 | 174679 | * | 4585 | Steering gets hard at times / found motor shorted, loss of power assist, internal motor malfunction – diag. and replace electric power steering motor with adjustable pedals. |
| 10/06/08 | 175384 | 4 | 5002 | Steering binds when turning / tires caused excessive drag on electric P/S system, wheel & tire combination rapidly overheats steering system in 4 calls to TAC (2) 4 test drives with 2 vehicles with DVM (3) swap out steering rack from like Malibu of stock #6621 (4) remove sway bar links & evaluate font end (5) swap tires form new Malibu to this vehicle (6) monitor data on P/S control module between cars (7) customer offered tire, not replaced at this time. Bulletin #02-00-89-002G. TAC Case #10524327, Loren Coopel |
| 11/19/08 | 176498 | 2 | 6578 | C/S Check for knock/clunk noise in steering Intermediate sterring shaft has excessive play E7700 Shaft, Steering intermediate replace |

| ☐ <u>Brakes</u> | | | | | | |
|------------------|--------------|-----------|----------|---|--|--|
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: | | |
| 08/20/08 | 174256 | 1 | 3565 | Check under dash, brake pedal hits something when letting go / wire harness contacting brake pedal – repositioned harness | | |
| 09/04/08 | 174636 | * | 4135 | Brake pedal hitting something – could not duplicate | | |
| 09/08/08 | 174679 | 10 | 4585 | Ck brake pedal hitting something / found bulletin #PIC4883A, brake pedal assembly contacting steering column due to insufficient clearance – repair as per PIC4883A – R & R brake booster and install spacers. | | |
| 11/19/08 | 176498 | * | 6578 | Ck for squeak/grind noise in brake pedal Change brake fluid and bleed sysem | | |
| ☐ Body/ | <u>Γrim</u> | | | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: | | |
| 05/29/08 | 171890 | * | 164 | Prior to Purchase Ck center console, seems loose / found R side anchor bolt was cross threaded and only in about ¼" and was not against console body – had to retrace threads in anchor nut and bolt, had to remove R/Front passenger seat in order to do so, along with console. | | |
| 07/28/08 | 173605 | * | 2145 | Trim on P/S on dash pops out while driving – re-secured upper dash molding | | |
| 08/20/08 | 174256 | * | 3565 | Molding broken on passenger side – ordered molding | | |
| 09/04/08 | 174636 | 2 | 4135 | Ck loose molding / Found trim piece loose & retainer dropped behind dash – replace I/P trim, had to R & R dash pad to install. | | |
| * | * | * | * | Ck panel on steering cracked / ck for loose steering column shroud – retainers have pretension – replace upper steering column shroud | | |
| 09/08/08 | 174679 | * | 4585 | L/F door noisy when opened / found link loose, bolts on check link excessively loose – reposition & re-torque D/S front door | | |
| ☐ <u>Electri</u> | <u>cal</u> | | | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: | | |
| 08/05/08 | 173812 | * | 3020 | See if you can switch to doors not locking when start car – can't change | | |
| ☐ Susper | <u>nsion</u> | | | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: | | |
| 07/28/08 | 173605 | * | 2145 | Ck for noise in front end over bumps, like air release sound – air noise heard in front struts compressing (normal) | | |
| | | | THE S | TATE 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: 7

Total days out of service during the presumption period: 22

Total days out of service during customer's ownership: 22

PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

10/23 DVM Bob Kramer calling back concerning cust, he sts the cust is not operating the vehicle properly. Cust is causing his steering problem with improper operation and treatment of his vehicle. Call him if I have any more questions. DVM sts that he drove the customer vehicle and he did have a steering concern. DVM offered to do a trade repurchase, customer wanted to get a more expensive vehicle with electronic steering, DVM had offered him the repurchase, no cost to customer except the difference in the MSRP, dlr wasn't going to charge him mileage, taxes, etc. only the difference in MSRP of the veh he wanted and cust refused. Retained atty. 10/27 I have reviewed this customer's concern and have personally driven his 2008 Malibu. My road test involved operating both vehicle and a comparable 2008 Malibu from Deichman-Walker's dealership inventory. After the roadtest, I have determined that vehicle is operating normally...that is, within the vehicle concern appears to be of his own making as he is operating the manufacturer's design parameters. vehicle in an abnormal manner by turning the steering wheel from lock-to-lock six or more times while the vehicle is at a standstill. When advised by Deichman-Walker dealership personnel that believed an uplevel new Malibu performed more to his liking, I offered to assist him with a vehicle trade into the the uplevel vehicle. All would be required to pay would be the difference in MSRP between his vehicle and the uplevel vehicle. Ergo,

would pay neither a mileage usage amount, nor any sales tax on the MSRP difference, nor any title transfer fees. This offer was made in a good faith attempt to satisfy a valued Chevrolet customer. After being made aware of my

the higher-priced vehicle and would pursue litigation to resolve his situation. If you have any further questions regarding

advised Deichman-Walker dealership personnel that he did not want to pay anything for

PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

10/10/08 CRS spoke w/:Bill

trade assist offer.

Dlr sts:

- -we have different tires on his veh
- -it caused steering to be staff
- -we did the ateering rack and column

this customer's concern, please let me know.

10/13 dlr states cust has different tires on his veh; it caused steering to be staff; we did the steering rack and column; as far as you are concerned the vehicle if fixed

DIr sts: cust has factory tires on veh which causing the steering to overheat - electric power steering; everything in the steering system has been replaced; TAC said to have your Rep drive the vehicle; took tires of another Malibu and the issue did not happen as quickly but still did happen, Rep was in Thursday and he said he would replace all the tires on the veh and cust decline, this is not a cure. Working with cust to get him out of the vehicle.

DS adv: Rep and General Manager of dlrship working with cust to get him out of the veh, now in the hands of Rep and Rep and General Manager; I can not do anything else about this file

Dir sts: that is correct, thank you

10/13 Cust sts: I spoke to the manager and I was not satisfied, they want to trade in and I am loosing about \$4000 in money

10/22 DIr sts that the DVM had offered the customer a buyback and customer refused because he wanted a more expensive vehicle and didn't want to pay the difference.

11/4/08 empowered \$3,000 to \$5,000 11/4/08 offer out \$3,000 11/14/08 Vehicle returned to dealership for steering issues

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

| Concern: Date & Offer/Result: | | | |
|----------------------------------|--|--|--|
| Concern: Date & Offer/Result: | | | |
| Concern: Date & Offer/Result: | | | |

RECOMMENDATION

CRS recommends

\$3,000 - \$5,000

12/8/08 Trade/Repurchase

MSRP: \$ 30,005

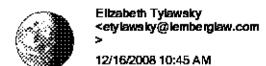
10% \$3,000 15% \$4,500 20% \$6,000

RATIONALE

CRS recommends cash settlement for 5 repairs on steering iss. DVM sts that he problem is caused by customer, however a trade was offered by DVM. Customer declined as he wanted to have costs paid for an upgrade.

12/8/08 CRS recommends repurchase for 7 repairs on steering issue and 4 to brakes during presumptive period. DVM sts that the problem is caused by customer however a trade was offered by DVM. Customer declined as he wanted to have costs paid for an upgrade. CRS recommends to offer repurchase or trade according to states lemon law.

| 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: | |



| To | mary_williamson@gmexpert.com |
|--------|------------------------------|
| oc | |
| bec | |
| ıbject | RE: |

History:

This message has been forwarded.

The reason why he does not want a replacement vehicle is because of the power steering in the vehicle. He has adamantly refused to accept the same vehicle again for this reason. I'm having a hard time even convincing him to go into another GM vehicle because he has such a lack of faith now. Anything you can do would be great Mary and if I can provide anything else, please let me know. Thank you!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, December 16, 2008 10:41 AM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth.

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

12/10/2008 11:37 AM

Tomary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Wednesday, December 10, 2008 10:38 AM To: Elizabeth Tylawsky Subject: RE: Elizabeth, Attached is an offer for a trade for Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible. Thank you, Mary Elizabeth Tylawsky-eiylawsky@lemberglaw.com> 12/08/2008 09:57 AM Tomary_williamson@gmexpert.com cc SubjectRE:

Thank you Mary, I appreciate the update.

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, December 08, 2008 8:14 AM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

Elizabeth.

As you can imagine GM is going through some restructures and looking at things much closer now so I have to get additional approvals before proceeding with a repurchase offer. I cannot say whether this will be the offer or not but just wanted to let you know where I am on this file.

| Thank you, | |
|--|---|
| Mary | |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |
| 12/03/2008 08:28 AM | |
| | |
| | Tomary_williamson@gmexpert.com |
| | cc |
| | SubjectRE: |
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| | |
| Hi Mary, | |
| | |
| Great. We are looking for a repurchase. Please let me kno | ow if I can provide anything else. Thank you. |
| Elizabeth | |
| From: mary_williamson@gmexpert.com [mailto:mary_willia Sent: Wednesday, December 03, 2008 8:27 AM To: Elizabeth Tylawsky Subject: RE: | amson@gmexpert.com] |
| Elizabeth, | |
| I will be reviewing this file with the new repair order today. | Do you know what your client is seeking? |
| Mary | |
| | |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |

To_{mary_williamson@gmexpert.com} cc SubjectRE:

Great, thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, December 01, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

The service manager says he will fax me the new repair order today.

Mary

Email: mary_williamson@gmexpert.com

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/26/2008 01:38 PM

To_{mary_williamson@gmexpert.com} cc SubjectRE:

No problem Mary, I won't be in on Friday anyways so no rush. Have a nice Thanksgiving!

 $\textbf{From:} \ mary_williams on @gmexpert.com \ [mailto:mary_williams on @gmexpert.com]$

Sent: Wednesday, November 26, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I can't get the service manager today. Looks like it may be Friday.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:55 PM

Tomary_williamson@gmexpert.com SubjectRE:

Thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Tuesday, November 25, 2008 3:55 PM

To: Elizabeth Tylawsky

Subject: RE:

No. I will call the service manager and see if he has the repair order done yet.

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:52 PM

Tomary_williamson@gmexpert.com SubjectRE:

Hi Mary,

Any update on this? The client did pick the vehicle back up, although I do not yet have the repair order. Thanks.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Friday, November 21, 2008 1:36 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Please confirm that he took the vehicle in and if it is still at the dealership.

Mary

Mary Williamson/Austin/GM1 11/14/2**00**8 12:32 PM To_{Elizabeth} Tylawsky <etylawsky@lemberglaw.com>@SITELCWEB Subject_{RE:} Link

Elizabeth,

Please let me know after he takes his vehicle back so that we can re-assess the case.

| Μ | ar | ۷ |
|---|----|---|
|---|----|---|

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/13/2008 10:30 AM

Tomary_williamson@gmexpert.com

cc SubjectRE:

| Hi Mary, |
|---|
| The vehicle is going in next Wednesday at Deichman Walker for service. would prefer a repurchase since the issues he's had are with the steering, and a replacement vehicle would have the same steering design as this vehicle. Thank you. |
| Elizabeth |
| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] |
| Sent: Thursday, November 13, 2008 8:35 AM To: Elizabeth Tylawsky Subject: Re: |
| To: Elizabeth Tylawsky |

11/12/2008 10:29 AM

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

Mary

To_{mary_williamson@gmexpert.com} cc Subject

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|---|----|-----|---|---|---|--|
| | ш | IVI | a | Г | ν | |

I just wanted to confirm receipt of the offer for the property from GM. The vehicle has been in for repair five times for the steering, and has just returned for the same problem. The Pennsylvania Lemon Law statute only requires the vehicle to be out of service three times for the same issue. In light of the foregoing, we respectfully request that GM make a repurchase offer. Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com (203) 653-2250 x107

01/05

Mary Williamson/Austin/GM1 01/05/2009 01:44 PM

To denise.zobel@gm.com

 $^{\rm oc}$

bec

Subject

Ms Zobel,

Please accept this email to confirm that we have offered a trade/repurchase as suggested. Unfortunately the customer has rejected the offer of settlement and is adamant for a refund. Included is a copy of my recommendation for settlement. Please review and reply to confirm whether or not you will approve the recommended settlement.

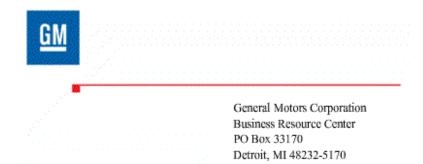


Thank you, Mary Williamson Business Resource Center Aditya Birla Minacs

Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary_williamson@gmexpert.com



VIA FAX ONLY

October 22, 2008

Jody Burton, Esq. Lemberg & Associates 30 Oak St Ste 401 Stamford, CT 06905-5310

RE:

Service Request: 71-670466289

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZJ57B58F

Customer Relationship Specialist: Dianna Barber

Dear Ms. Burton:

This is to advise that General Motors is in receipt of the above referenced case dated October 10, 2008. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate an 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: {Other} | \boxtimes | Finance agreement Buyer's agreement |
|--|-------------|--|
| Other: {Other} | \boxtimes | 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,

General Motors Corporation















RELEASE OF LIEN INFORMATION

| I | , |
|---|---|
| (Client's Name) | |
| hereby authorize | |
| hereby authorize(Lien holder Name) | |
| (Lien holder Address) | (Lien holder Phone Number) |
| to release any and all information regarding | my loan account #(Account Number) |
| with(Lien holder Name) | |
| to General Motors Corporation, including be loan payoff amount, and per diem information | ut not limited to a complete payment history of my account, on. |
| Date | |
| VEHI | CLE INFORMATION |
| The current vehicle mileage is | Date mileage read: |
| Signature | Signature |















Mary Williamson/Austin/GM1 11/11/2008 06:20 PM

To jburton@lemberglaw.com

CC

bec

Subject

Jody,

Please update me on the status of the offer

Thank you,

Mary Williamson General Motors Business Resource Center Legal Department

7401 E. Ben White Blvd, Bldg 3

Austin, TX 78741

Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary_williamson@gmexpert.com



Mary Williamson/Austin/GM1 02/09/2009 01:22 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com>

CC

bcc

Subject RE:



Elizabeth,

Have you been able to get with your client in regards to a new signed release?

Thank you, Mary

Mary Williamson/Austin/GM1



Mary Williamson/Austin/GM1

02/02/2009 02:11 PM

To Elizabeth Tylawsky

<etylawsky@lemberglaw.com>@SITELCWEB

cc

Subject RE:

t RE:

Elizabeth,

I have received the original docs via mail. However, unfortunately when I was processing them I realized that the release did NOT include the amount for attorney fees. Therefore the release is not for the correct amount. I have re-issued it and attached it. In order to process it for the full amount I will need your client to re-sign it. Please accept my sincere apologies for this error.



Rickaso roporchaso doc

Thank you, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>



Elizabeth Tylawsky <etylawsky@lemberglaw.com

To mary_williamson@gmexpert.com

CC

01/26/2009 12:38 PM

Subject RE:

Hi Mary,

Attached are the documents. As I said, they are in the mail. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 26, 2009 12:33 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

If you could fax or email me a copy I can get started on it right away.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/26/2009 12:12 PM

To mary_williamson@g mexpert.com cc

SubjectRE: Appleman

Mary,

I'm putting the originals with the registration in the mail to you today. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Friday, January 23, 2009 11:35 AM

To: Elizabeth Tylawsky **Subject:** RE: Appleman

Elizabeth,

Re: Todd Appleman SR: 71-670466289

VIN: 1G1ZJ57B58F246147

Attached is the offer and release for a repurchase. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Thank you, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/22/2009 01:28 PM

Tomary_williamson@gmexpert.comcc

SubjectRE: Appleman

Attached is the info you needed. Please let me know if you need anything else. Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, January 21, 2009 9:28 AM

To: Elizabeth Tylawsky Subject: RE: Appleman

Yeah some banks are difficult to work with. :(

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/21/2009 09:26 AM

Tomary_williamson@gmexpert.com cc SubjectRE: Appleman

Hi Mary,

My clients did call this morning and were informed it would take at least 3-5 days for the bank to get this information. The bank is faxing it directly to me and, of course, I will send it right to you upon receipt. Sorry for the delay, who knew it could take so long?

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 20, 2009 12:00 PM

To: Elizabeth Tylawsky Subject: RE: Appleman

Elizabeth,

Bank of America will only release to me the payoff amount but not the finance charges or payment history. They said that the customer has to request that. Can you get your client to request a fax to include finance charges and payment history?

Thank you, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/14/2009 03:49 PM

Tomary_williamson@gmexpert.com cc

SubjectRE: Appleman

Hi Mary,

I've attached the release of lien. Let me know if you need anything else. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com

Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 13, 2009 10:28 AM

To: Elizabeth Tylawsky Subject: RE: Appleman

Elizabeth,

I have finally received approval to offer a repurchase however I need a release of lien filled out so that I can contact the lienholder and present the offer with the current payoff and finance information. Attached is the form I need to have filled out.

Please have your client fill out and return to me asap.

Than<mark>k yo</mark>u, Mary

| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |
|--|--|
| 01/12/2009 05:37 PM | |
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| | To _{mary_williamson@g.mexpert.com} cc SubjectRE: Appleman |
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| | |
| Hi Mary, | |
| I know you must be busy today after last week. update on this one for me? Thank you. | Just trying to get caught up on everything. Any |

Thank you, Mary

Elizabeth Tylawsky

Stamford, CT 06905

Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 05, 2009 2:10 PM

To: Elizabeth Tylawsky Subject: RE: Appleman

Elizabeth,

I should have an answer for you tomorrow. Working on getting the approvals and the holidays seemed to have gotten in the way but everyone is back now.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/29/2008 01:30 PM

Tomary_williamson@gmexpert.com cc SubjectRE: Appleman Hi Mary,

Any update on the status of this one? Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, December 16, 2008 10:41 AM

To: Elizabeth Tylawsky Subject: RE:

Elizabeth,

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/10/2008 11:87 AM

Tomary_williamson@gmexpert.com cc

SubjectRE:

Hi Mary,

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, December 10, 2008 10:38 AM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

Attached is an offer for a trade for Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Than<mark>k yo</mark>u, Mary

| 12/09/2008 09:57 AM | |
|---------------------|--|
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| | |
| | To mary_williamson@g.mexpert.com cc |
| | |
| | Subjective: |
| | SubjectRE: |
| | Subjective: |

Thank you Mary, I appreciate the update.

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, December 08, 2008 8:14 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

As you can imagine GM is going through some restructures and looking at things much closer now so I have to get additional approvals before proceeding with a repurchase offer. I cannot say whether this will be the offer or not but just wanted to let you know where I am on this file.

Thank you, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/03/2008 08:28 AM

To mary_williamson@g.mexpert.com cc SubjectRE:

| Hi Mar | у, | | |
|---------|----------------------------------|---|-----------------------|
| Great. | We are looking for a repurchase. | Please let me know if I can provide anything else | e. Than k yo u |
| Elizabe | eth | | |

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, December 03, 2008 8:27 AM To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I will be reviewing this file with the new repair order today. Do you know what your client is seeking?

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/01/2008 01:37 PM

To_{mary_williamson@gmexpert.com} cc SubjectRE:

Great, thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

| Sent: Monday, December 01, | 2008 | 1:38 | PM |
|----------------------------|------|------|----|
| To: Elizabeth Tylawsky | | | |
| Subject: RE: | | | |

Elizabeth,

The service manager says he will fax me the new repair order today.

Mary

Email: mary_williamson@gmexpert.com

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/26/2008 01:38 PM

Tomary_williamson@gmexpert.com cc SubjectRE: No problem Mary, I won't be in on Friday anyways so no rush. Have a nice Thanksgiving!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, November 26, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I can't get the service manager today. Looks like it may be Friday.

Mary

Elizabeth Tylawsky <ety kwsky@lemberglaw.com>

Tomary_williamson@gmexpert.com cc SubjectRE:

Thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, November 25, 2008 3:55 PM

To: Elizabeth Tylawsky Subject: RE:

No. I will call the service manager and see if he has the repair order done yet.

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:52 PM

| Hi Mary, | |
|--------------------------|--|
| Any update or Thanks. | n this? The client did pick the vehicle back up, although I do not yet have the repair ord |
| Elizabeth | |

Subject: RE:

Elizabeth,

Please confirm that he took the vehicle in and if it is still at the dealership.

Mary

Mary Williamson/Austin/GM1

11/14/2**00**8 12:32 PM

 $\begin{tabular}{ll} $\text{To}_{\text{Elizabeth Tylawsky}} < & \text{etylawsky@lemberglaw.com} > & \text{@SITELCWEB} \\ & \text{cc} \\ & \text{Subject}_{\text{RE}} & & \\ \hline & & \\$

| Elizabeth, |
|---|
| Please let me know after he takes his vehicle back so that we can re-assess the case. |
| Mary |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> |
| 11/19/2008 10:80 AM |
| |
| |

Tomary_williamson@gmexpert.com cc SubjectRE:

| Hi Mary, |
|--|
| The vehicle is going in next Wednesday at Deichman Walker for service. would prefer a repurchase since the issues he's had are with the steering, and a replacement vehicle would have the same steering design as this vehicle. Thank you. |
| Elizabeth |
| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Thursday, November 13, 2008 8:35 AM To: Elizabeth Tylawsky Subject: Re: |
| Elizabeth, |
| Is the vehicle still at the dealership? Did he return to the same dealership? was offered a trade by the dealership previously and refused as he wanted the dealership to also pay for an upgrade. If I can get approval for a trade I also will not be able to assist him in the cost of the upgrade. |
| Mary |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> |

11/12/2008 10:29 AM

Tomary_williamson@gmexpert.com

Subject

Hi Mary,

I just wanted to confirm receipt of the offer for the form GM. The vehicle has been in for repair five times for the steering, and has just returned for the same problem. The Pennsylvania Lemon Law statute only requires the vehicle to be out of service three times for the same issue. In light of the foregoing, we respectfully request that GM make a repurchase offer. Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com (203) 653-2250 x107

Final Docs.pdf

Detroit, MI 48232-5170

VIA FAX ONLY

January 23, 2009

Sergei Lemberg, Esq. Lemberg & Associates 1100 Summer St 3rd Fl Stamford, CT 06905

RE:

Service Request: 71-670466289

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZJ57B58F

Customer Relationship Specialist: Mary Schwartz

Dear Mr. Lemberg:

Regarding the above case, General Motors Corporation would like to make the following repurchase offer on your client's 2008 Chevrolet Malibu for all defendants. This offer 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.

General Motors Corporation requires a vehicle inspection be performed at a General Motors dealership prior to the issuance of any funds. The vehicle inspection will take place at the selling dealership. The vehicle must be without any undisclosed damage and/or damage beyond normal wear and tear for the year/mileage of the vehicle. Appropriate repurchase documents will be sent to the selling dealership who will then contact you to arrange an inspection at a mutually agreeable date and time. If for some reason the selling dealership is unacceptable to your client, please let me know immediately. Once the inspection has been completed satisfactorily and the necessary documents have been returned, the following repurchase offer will be processed:

| Base Price | \$ 29,180.00 |
|----------------------------|--------------|
| License/Title/Registration | \$ 33.50 |
| Sales or use tax | \$ 304.80 |
| Finance Charges | \$ 958.97 |
| Subtotal: | \$ 30,477.27 |

| Less Rebates/Incentives | - \$ | 1,000.00 |
|-------------------------|------|-------------|
| Less Usage/Depreciation | - \$ | 214.50 |
| Subtotal | : | \$ 1,214.50 |















- * Minus Payoff to lien holder (good through 1/30/09) \$26,715.89
- * Check amounts are subject to change if this offer letter is not received in time for the current payoff amount to be processed.

| Subtotal | \$ 2,546.88 |
|-----------------------------------|---------------------|
| Attorney's Fees | \$ 1,500.0 <u>0</u> |
| Total due to attorney and client: | \$ 4,046.88 |

The financial information, pre-repurchase inspection and receipt of release documents must all be completed within 30 calendar days from the date of your acceptance of our offer. All aftermarket items (if applicable) must be present on the vehicle at the point of inspection. Any damages beyond normal wear and tear that is noted during the inspection must be repaired and paid for by your client before proceeding.

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

General Motors requests you make this offer available to your client at the earliest possible opportunity. 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 via the facsimile number shown on the fax cover sheet. This offer is good for 10 calendar days from the date of this letter. Please refer to the service request number above when calling 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 LG0074 V12212007 Attach.















| CURRENT VEHICLE MILEAGE: | |
|--------------------------|--------------------|
| Client's Signature | Client's Signature |
| Date. | Date |





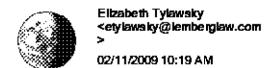












To mary_williamson@gmexpert.com
cc
bcc
Subject RE:

Hi Mary,

Yes, they will have it completed today. I will send it to you as soon as I have it.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, February 09, 2009 1:22 PM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

Have you been able to get with your client in regards to a new signed release?

Thank you,

Mary

Mary Williamson/Austin/GM1

ToElizabeth Tylawsky <etylawsky@lemberglaw.com>@SITELCWEB

cc

02/02/2009 02:11 PM

Subject RE: Lin

Elizabeth,

I have received the original docs via mail. However, unfortunately when I was processing them I realized that the release did NOT include the amount for attorney fees. Therefore the release is not for the correct amount. I have re-issued it and attached it. In order to process it for the full amount I will need your client to re-sign it. Please accept my sincere apologies for this error.

Thank you, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

01/26/2009 12:38 PM

Tomary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

Attached are the documents. As I said, they are in the mail. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 26, 2009 12:33 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

If you could fax or email me a copy I can get started on it right away.

Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

01/26/2009 12:12 PM

Tomary_williamson@gmexpert.com cc SubjectRE

Mary,

I'm putting the originals with the registration in the mail to you today. Thanks!

Elizabeth Tylawsky
Lemberg & Associates, LLC
1100 Summer Street, 3rd Floor
Stamford, CT 06905
etylawsky@lemberglaw.com
Telephone: (203) 653-2250 x102
Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Friday, January 23, 2009 11:35 AM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

Re:

SR: 71-670466289 VIN: 1G1ZJ57B58F Attached is the offer and release for a repurchase. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Thank you, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/22/2009 01:28 PM

To_{mary_williamson@gmexpert.com} SubjectRE:

Hi Mary,

Attached is the info you needed. Please let me know if you need anything else. Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

| From: mary_williamson@gmexpert.com [mailto:mary_williamson@ Sent: Wednesday, January 21, 2009 9:28 AM To: Elizabeth Tylawsky Subject: RE: | gmexpert.com] |
|---|--------------------------------|
| Yeah some banks are difficult to work with. :(| |
| Elizabeth Tylawsky≺etylawsky@lemberglaw.com> | |
| 01/21/2009 09:26 AM | |
| | |
| | Tomary_williamson@gmexpert.com |

Hi Mary,

My clients did call this morning and were informed it would take at least 3-5 days for the bank to get this information. The bank is faxing it directly to me and, of course, I will send it right to you upon receipt. Sorry for the delay, who knew it could take so long?

SubjectRE:

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 20, 2009 12:00 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Bank of America will only release to me the payoff amount but not the finance charges or payment history. They said that the customer has to request that. Can you get your client to request a fax to include finance charges and payment history?

Thank you, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/14/2009 03:49 PM

Tomary_williamson@gmexpert.com

SubjectRE:

Hi Mary,

I've attached the release of lien. Let me know if you need anything else. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 13, 2009 10:28 AM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

I have finally received approval to offer a repurchase however I need a release of lien filled out so that I can contact the lienholder and present the offer with the current payoff and finance information. Attached is the form I need to have filled out.

Please have your client fill out and return to me asap.

Than<mark>k yo</mark>u, Mary

Thank you, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

01/12/2009 05:37 PM

To_{mary_williamson@gmexpert.com cc SubjectRE:}

Hi Mary,

I know you must be busy today after last week. Just trying to get caught up on everything. Any update on this one for me? Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 05, 2009 2:10 PM

To: Elizabeth Tylawsky
Subject: RE:

| Elizabeth, | | |
|---|----------------------------------|----------------------------|
| I should have an answer for you tomorrow. | Working on getting the approvals | and the holidays seemed to |
| have gotten in the way but everyone is back | k now. | |

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/29/2008 01:80 PM

Tomary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

Any update on the status of this one? Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, December 16, 2008 10:41 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/10/2008 11:37 AM

To mary_williamson@gmexpert.com cc SubjectRE

Hi Mary,

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, December 10, 2008 10:38 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Attached is an offer for a trade for please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Thank you,

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/08/2008 09:57 AM

Tomary_williamson@gmexpert.com SubjectRE:

Thank you Mary, I appreciate the update.

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]
Sent: Monday, December 08, 2008 8:14 AM
To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

As you can imagine GM is going through some restructures and looking at things much closer now so I have to get additional approvals before proceeding with a repurchase offer. I cannot say whether this will be the offer or not but just wanted to let you know where I am on this file.

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/03/2008 08:28 AM

Tomary_williamson@gmexpert.com cc SubjectRE:

| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Wednesday, December 03, 2008 8:27 AM To: Elizabeth Tylawsky Subject: RE: | |
|---|------|
| Elizabeth | |
| Great. We are looking for a repurchase. Please let me know if I can provide anything else. Thank y | you. |
| Hi Mary, | |

Elizabeth,

I will be reviewing this file with the new repair order today. Do you know what your client is seeking?

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/01/2008 01:37 PM

To_{mary_williamson@gmexpert.com} cc SubjectRE:

Great, thanks

 $\textbf{From:} \ mary_williams on @gmexpert.com \ [mailto:mary_williams on @gmexpert.com]$

| Sent: Monday, December 01 | l, 2008 | 1:38 | PM |
|---------------------------|---------|------|----|
| To: Elizabeth Tylawsky | | | |
| Subject: RE: | | | |

Elizabeth,

The service manager says he will fax me the new repair order today.

Mary

Email: mary_williamson@gmexpert.com

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/26/2008 01:38 PM

Tomary_williamson@gmexpert.com cc SubjectRE: No problem Mary, I won't be in on Friday anyways so no rush. Have a nice Thanksgiving!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]
Sent: Wednesday, November 26, 2008 1:38 PM
To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,
I can't get the service manager today. Looks like it may be Friday.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

Tomary_williamson@gmexpert.com cc SubjectRE:

Thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Tuesday, November 25, 2008 3:55 PM

To: Elizabeth Tylawsky Subject: RE:

No. I will call the service manager and see if he has the repair order done yet.

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:52 PM

| Toman | /_williamson@ | g mex pert.com |
|------------|---------------|----------------|
| cc | | - |
| SubjectRE: | | |

Hi Mary,

Any update on this? The client did pick the vehicle back up, although I do not yet have the repair order. Thanks.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Friday, November 21, 2008 1:36 PM To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Please confirm that he took the vehicle in and if it is still at the dealership.

Mary

Mary Williamson/Austin/GM1

11/14/2008 12:32 PM

| Elizabeth, | |
|---|--|
| Please let me know after he takes his vehicle back so that we can re-assess the case. | |
| Mary | |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |
| | |

Tomary_williamson@gmexpert.com

SubjectRE:

| Hi Mary, |
|---|
| The vehicle is going in next Wednesday at Deichman Walker for service. would prefer a repurchase since the issues he's had are with the steering, and a replacement vehicle would have the same steering design as this vehicle. Thank you. |
| Elizabeth |
| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Thursday, November 13, 2008 8:35 AM To: Elizabeth Tylawsky Subject: Re: |

Is the vehicle still at the dealership? Did he return to the same dealership? Mr. Appleton was offered a trade by the dealership previously and refused as he wanted the dealership to also pay for an upgrade. If I

can get approval for a trade I also will not be able to assist him in the cost of the upgrade.

Elizabeth,

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

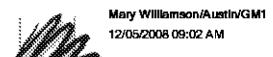
Tomary_williamson@gmexpert.com

cc

Subject

| Hi Maru |
|--|
| Hi Mary, |
| I just wanted to confirm receipt of the offer for the property from GM. The vehicle has been in for repair five times for the steering, and has just returned for the same problem. The Pennsylvania Lemon Law statute only requires the vehicle to be out of service three times for the same issue. In light of the foregoing, we respectfully request that GM make a repurchase offer. Thank you. |
| Elizabeth Tylawsky |
| Lemberg & Associates, LLC |
| 1100 Summer Street, 3rd Floor |

Stamford, CT 06905 etylawsky@lemberglaw.com (203) 653-2250 x107



| To | robert.j.kramer@gm.com |
|---------|------------------------|
| oc | |
| bec | |
| Subject | |

Robert Kramer:

Please respond as soon as possible.

This email is to follow up on Service Request 71-670466289 for customer The customer's vehicle is a 2008 Chevrolet Malibu with 6578 miles. The customer has been working with Deichman Walker Chevrolet in Easton, Pa.

In prior communications you requested to be informed of our settlement offer before contacting the plaintiff's counsel. After reviewing the merits of the case, I believe an offer of STRAIGHT/TRADE REPURCHASE would be appropriate to settle this case in the Early Resolution program.



We would appreciate your support of this settlement offer. Due to time constraints, we need to receive your feedback on this offer within 24 hours. If you have anything you wish to add that has not been shared through previous communications, please provide it at this time.

Thank you,

Mary Williamson Business Resource Center Aditya Birla Minacs Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary_williamson@gmexpert.com

Privileged and Confidential Information

CASE ASSESSMENT – LEGAL (NON SMALL CLAIMS)

By: Dianna Barber State: PA

shows

Vehicle ID No.: 1G1ZJ57B58F

In Service Date: 5/31/2008

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

Vehicle is: New BAC Code: 113807

Year, Make & Model: 2008 Chevrolet Malibu

Vehicle Purchased Used on: N/A

Service Request: 71-670466289 GM Legal File No.: N/A

Yes

Lien holder: GMAC Other : Bank of America, P.O. Box 2759,

DVM requests Purchase Price of involvement?: Vehicle: \$ 30,005.25

Jacksonville, FL 32203

Customer Name:

Was TAC contacted for this vehicle (Y/N)? : Y TAC Case #10524327,

/ contract

Loren Coopel

VEHICLE REPAIR HISTORY

Date:

| Date: | <u>RU#:</u> | <u>Days Out</u> : | <u>ivilleage:</u> | <u>Description of Complaint and Repair Performed:</u> |
|----------|-------------|-------------------|-------------------|---|
| 07/28/08 | 173605 | 1 | 2145 | On hard turns, can feel shake or binding, seems to loosen around turns / road test 15 miles with long left and right turns, no shake or binding felt in steering. Also check BCM for DTC's & no DTC's set. Also no bulletins or PI's found – could not duplicate |
| 08/05/08 | 173812 | 1 | 3020 | Ck steering, vibrates a lot, when binds up Ck for pull on steering wheel when braking & pulling out then lets go right |
| | | | | away – ordered steering column |
| 08/20/08 | 174256 | * | 3565 | Ck power steering inop / found motor in column shorting out – replace column |
| 09/04/08 | 174636 | * | 4135 | Steering wheel shakes / found front toe out of adjustment – set front toe & road test. Rotated tires & relearn monitors. |
| 09/08/08 | 174679 | * | 4585 | Steering gets hard at times / found motor shorted, loss of power assist, internal motor malfunction – diag. and replace electric power steering motor with adjustable pedals. |
| 10/06/08 | 175384 | 4 | 5002 | Steering binds when turning / tires caused excessive drag on electric P/S system, wheel & tire combination rapidly overheats steering system in 4 calls to TAC (2) 4 test drives with 2 vehicles with DVM (3) swap out steering rack from like Malibu of stock #6621 (4) remove sway bar links & evaluate font end (5) swap tires form new Malibu to this vehicle (6) monitor data on P/S control module between cars (7) customer offered tire, not replaced at this time. Bulletin #02-00-89-002G. TAC Case #10524327, Loren Coopel |

| ☐ Brakes | <u>S</u> | | | |
|----------------|--------------|-----------|----------|--|
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
| 08/20/08 | 174256 | 1 | 3565 | Check under dash, brake pedal hits something when letting go / wire harness contacting brake pedal – repositioned harness |
| 09/04/08 | 174636 | * | 4135 | Brake pedal hitting something – could not duplicate |
| 09/08/08 | 174679 | 10 | 4585 | Ck brake pedal hitting something / found bulletin #PIC4883A, brake pedal assembly contacting steering column due to insufficient clearance – repair as per PIC4883A – R & R brake booster and install spacers. |
| ☐ Body/ | <u>Trim</u> | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
| 05/29/08 | 171890 | * | 164 | Prior to Purchase Ck center console, seems loose / found R side anchor bolt was cross threaded and only in about ¼" and was not against console body – had to retrace threads in anchor nut and bolt, had to remove R/Front passenger seat in order to do so, along with console. |
| 07/28/08 | 173605 | * | 2145 | Trim on P/S on dash pops out while driving – re-secured upper dash molding |
| 08/20/08 | 174256 | * | 3565 | Molding broken on passenger side – ordered molding |
| 09/04/08 | 174636 | 2 | 4135 | Ck loose molding / Found trim piece loose & retainer dropped behind dash – replace I/P trim, had to R & R dash pad to install. |
| * | * | * | * | Ck panel on steering cracked / ck for loose steering column shroud – retainers have pretension – replace upper steering column shroud |
| 09/08/08 | 174679 | * | 4585 | L/F door noisy when opened / found link loose, bolts on check link excessively loose – reposition & re-torque D/S front door |
| ☐ Electri | <u>cal</u> | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
| 08/05/08 | 173812 | * | 3020 | See if you can switch to doors not locking when start car – can't change |
| ☐ <u>Suspe</u> | <u>nsion</u> | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
| 07/28/08 | 173605 | * | 2145 | Ck for noise in front end over bumps, like air release sound – air noise heard in front struts compressing (normal) |

THE STATE LEMON LAW READS:

Days out of service:

Repairs

Time period:

Does Lemon Law state nonconformity must continue to exist?

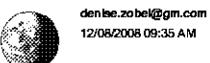
If applicable, safety-related repairs

Safety-related time period

Number of repair attempts in the presumption period: Total days out of service during the presumption period:

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: \$ | |
| | | OK HIOLOGIVE OFFER. \$ | |
| | | | |
| | | | |
| TEAM MANAGER APPROVING: | | Date: | |



| To | mary_williamson@gmexpert.com |
|-------|------------------------------|
| cc | |
| bec | |
| bject | Re: Fw: |

| | DOC | |
|--|------------|--|
| 200 | Subject | Re: Fw: |
| | | |
| | | |
| Trade repurchase only. | | |
| Denise Zobel | | |
| | | |
| | | |
| mary_willamscn@gmexpert.com | | |
| ,- | | ^{To} denise.zobel@gm.com |
| 12/08/2008 08:10 AM | | СС |
| | | Subject Fw: |
| | | |
| | | |
| | | |
| | | |
| Denise, | | |
| Assessment of the second of th | | |
| Are you handling this area now? If so, pk | ease let m | e know asap if you agree with a repurchase on this file. |
| | | |
| Thank you, | | |
| Mary | | |
| —— Forwarded by Mary Williamson/Austin/GM1 on Mary Williamson/Austin/GM1 | 12/08/2008 | 08:09 AM — |
| 4.00E-0000 DD DD A4.0 | | ^{To} robert.j.kramer@gm.com |
| 12/05/2008 09:02 AM | | cc Subject |

Robert Kramer:

Please respond as soon as possible.

This email is to follow up on Service Request 71-670466289 for customer The customer's vehicle is a 2008 Chevrolet Malibu with 6578 miles. The customer has been working with Deichman Walker Chevrolet in Easton, Pa.

In prior communications you requested to be informed of our settlement offer before contacting the plaintiff's counsel. After reviewing the merits of the case, I believe an offer of STRAIGHT/TRADE REPURCHASE would be appropriate to settle this case in the Early Resolution program.

We would appreciate your support of this settlement offer. Due to time constraints, we need to receive your feedback on this offer within 24 hours. If you have anything you wish to add that has not been shared through previous communications, please provide it at this time.

Thank you,

Mary Williamson Business Resource Center Aditya Birla Minacs Phone: 866-790-5600 x 31062

Fax: 866-485-8229



General Mators Corporation Business Resource Conter PO Box 33170 Detroit, MI 48232-5170

VIA FAX ONLY

January 23, 2009

Sergei Lemberg, Esq. Lemberg & Associates 1100 Summer St 3rd Fl Stamford, CT 06905

RE:

Service Request: 71-670466289 2008 Chevrolet Malibu

Vehicle (dentification Number: 1G1ZJ57B58F

Customer Relationship Specialist: Mary Schwartz

Dear Mr. Lemberg:

Regarding the above case, General Motors Corporation would like to make the following repurchase offer on your client's 2008 Chevrolet Malibu for all defendants. This offer 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.

General Motors Corporation requires a vehicle inspection be performed at a General Motors dealership prior to the issuance of any funds. The vehicle inspection will take place at the selling dealership. The vehicle must be without any undisclosed damage and/or damage beyond normal wear and tear for the year/mileage of the vehicle. Appropriate repurchase documents will be sent to the selling dealership who will then contact you to arrange an inspection at a mutually agreeable date and time. If for some reason the selling dealership is unacceptable to your client, please let me know immediately. Once the inspection has been completed satisfactorily and the necessary documents have been returned, the following repurchase offer will be processed:

| Base Price | \$ 29,180.00 | J |
|----------------------------|--------------|---|
| License/Title/Registration | \$ 33,50 | þ |
| Sales or uso tax | \$ 304.80 | þ |
| Finance Charges | \$ 958,97 | Г |
| Subtotal: | \$ 30,477.27 | i |
| | • | |
| | | |

 Loss Rebates/Incentives
 - \$ 1,000,00

 Loss Usage/Depreciation
 - \$ 214,50

 Subtotal
 \$ 1,214,50

















Page 2

* Minus Payoff to lien holder (good through 1/30/09) \$26,715.89

* Check amounts are subject to change if this offer letter is not received in time for the current payoff amount to be processed.

| Subtotal | \$ | 2,546.88 |
|---|-----------------|----------------------|
| Attorney's Fccs Total due to attorney and client: | <u>\$</u> \$ | 1,500.00 4,046.88 |

The financial information, pre-repurchase inspection and receipt of release documents must all be completed within 30 calendar days from the date of your acceptance of our offer. All aftermarket items (if applicable) must be present on the vehicle at the point of inspection. Any damages beyond normal wear and tear that is noted during the inspection must be repaired and paid for by your client before proceeding.

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.

General Motors requests you make this offer available to your client at the earliest possible opportunity. 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 via the fucsimile number shown on the fax cover sheet. This offer is good for 10 calendar days from the date of this letter. Please refer to the service request number above when calling our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincercly,

General Motors Corporation

ee: FILE 100074 VI2212007 Atlach,

















RELEASE OF CLAIM

| (herematics referred to as "Releasor(s)"), as hoper of a certain 2006 Chevrolet Matibu, hearing Vehicle thentification Manibur 10:2357B58F (hereinafter referred to as "Vehicle") and in consideration of payment by General Motors Corporation (hereinafter referred to as "CiddC") of \$ 30,762.77, sold payment to be made as outlined below, does for herself and each and all of her representatives, heirs, successors and assigns, hereby releases and discharges CiddC, its subsidiaries, divisions, officers, representatives, employees, stockholders, antiorized dealers, successors and assigns and all other persons, thus or corporations, who are or might be claimed to be liable, of and from any and every claim, demand or right, including but not limited to those for dimmution in value, repair custs, or any other economic or non-aconomic injuries, losses, breach of variously demages and/or punitive damages, cost of suit and afformay(s) fees repulting or alleged to large resulted from the promotion, use of sale of, or any defect and/or none onformities in the obsign or manifecture or assembly in the aforesaid Vehicle, including but not limited to those alleged in or that may be interred from allegations set forth in any pleading or any obtains made by the Releasor(a). |
|---|
|---|

2. As consideration for this Release, and for the phymont described above to be bardered in the form of two checks: the first, in the amount of \$2,546.88, made payable to amount of \$26,715.89, made payable to Bank of America.

Note: These checks are subject to change if current registration, signed offer letter and signed Release(2) are not received in time for current payoff to be processed. Additionally, a penalty charge will be imposed if conditions are not not as osilined on the original letter. It is also expressly agreed:

- (a) That upon receipt of the consideration described above, Releasor(s) will convey clear and uncommored title of the vehicle to GMC, will execute a limited Power of Attorney in favor of GMC to correct any errors in title, and will execute an Odometer Statement.
- (b) In the event the Vehicle is damaged, disabled, driven excessively or destroyed in any manner up to and including after Releasor(s) executes this Release, but before GMC tenders payment of the consideration described above, payment of the consideration above shall be modified as follows:
- (i) If the estimated cost of repair of the aforementioned Vehicle is less than the value of said Vehicle, said value to be determined as outlined in Paragraph (iii) below, Releasor(s) shall tender said Vehicle with clear title to GMC upon receipt of \$ 39,762.77, less the estimated cost of repair to said Vehicle,
- (ii) If the estimated cost of repair of said Vehicle exceeds the value of said Vehicle, said value to be determined as outlined in Faragraph (iii) below, GMC shall make payment of said consideration to Releason(s) of \$ 30,762.77, less said value of said Vehicle, and,
- (iii) For purposes of i, ii, and iii, the value of said Vehicle is the average retail value of a 2608 Chevrolet Malibu as determined by the Edmunds book, at the time this Release is executed by Releasor(s).
- (iv) That the Vehicle shall not exceed 9,000 plus 1,000 miles on the educator at time of exchange. In the event the Vehicle does exceed the above stated milesga, the payment of the consideration above shall be modified as follows: a reduction of payment of 44.5 cents per mile in excess

luitiois: <u>OC</u> Page 1 of 3 of the agreed upon mileage. This shall not apply if a delay in the transaction is caused by GMC or its authorized dealer.

- (c) That Releasor(s) fully understands that this is a final authoment and disposition of all disputes as to legal liability for and as to the nature and extent of any damages claimed from GMC by Releasor(s);
- (d) That neither GMC's payment of the consideration recited above nor the negotiations preliminary to the execution of this Release shall be considered an admission of liability or wrongdoing by OMC to any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated above:
- (c) That Releasor(s) and her attorneys have reviewed the provisions of this Release and that the contents of this Release have been explained to Releasor(s) by connect prior to its execution;
- (f) Tool Releason(s) represents and warrant(s) that she is mainled to give a full and complete release of the claims which are the subject hereof;
- (g) That Releasor(s) has not assigned or otherwise transferred any interest in any claims which are the subject hereof;
- (h) That Releasor(s) shall not at any time hereafter commence, maintain or presente, or cause encourage of advise be commenced, maintained or presecuted any action, suit, proceeding or claim based in whole or in part upon or arising our of or in any way connected with any of the matters released horois;
- (i) That Releasor(s) does hereby for horself, her hous, executors, administrators, successors and assigns covernat to defend, indennify and save barmless GMC from any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated above;
- (j) That no promise, agreement, statement or representation except as expressed in this release has been made to been relied upon by Releasor(s) and that this document of I pages contains the entire agreement between Releasor(s) and GMC,

INTENDING TO BE LEGALLY BOUND BY THE TERMS OF THIS RELEASE THE UNDERSIGNED HAS AFFIXED HIS/HER SIGNATURE THIS _____ DAY OF

Бустина 1924 г. 20 <u>с. 9</u> . .

| The undersigned has carefully read and understan described above. | ds this release and signs it to resulve the etaim |
|---|---|
| CURRENT VERICLE MILITADE (1977) | DATE SIGNED: 32 222 |
| 7; | 1 |
| Clathunt's Signature | Claiment's Signature |
| ∧ddress | Addisor |

letitiale: 💯 🗽 Page 2 of 3

Addgess

Page 3

| <u> 21</u> |
|--------------------|
| Client's Signature |
| Finie |
| |















| City, State, Zips Coc | |
|---|---|
| City, State, Zip Cox | le Ony, State, Zip Code |
| STATE OF <u>Paramondations</u> COUNTY OF <u>Alon Michael</u> and a Sworn to for affirmed) and a 20_6_2_by , Gwen A Applemen | (stile) |
| HONOSON SEVE HONOSON SEVE HONOS | Print, type or stemp Commissioned Name of Notary Public |
| isy Commeten Exetos Ion 14, 2012 i | Personally Known OR Produced identification Type of identification |
| | My commission expires: January 14,001 8 |

for Todal Application

CC. Pile 100025-7 80/05/01/07

ru 58368 Ç Détadi Héro : ... -- -- -- -- --

COMMONWEALTH OF PENNSYLVAN A RESISTRATION GRECENTIAL

EXPIRY: JUN 30, 2009

PLATE: TITLE:

VIN:

YR/MAKE:

TYPE: WID:

* 1G12357858 *2008 CRCX SDN C8158 3400 010579-301

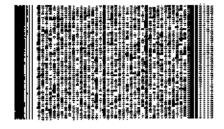
TITLE BRANDS:

EMISSION INSPECTION REQUIRED/DIESEL EXEMPT COUNTY : NORTHAMPTON





I hereby acknowledge this day that I have received. notice of the provisions of Section 3709 of the Verde Čod≥



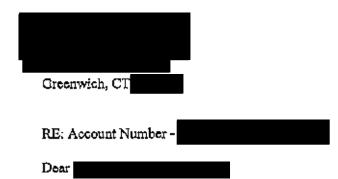


Fax Sheet

| To: ELIZABETH | From: Sherry E Costle |
|---|---|
| Vector: | Department: Account Servicing Loan Research |
| Telephone Number: | Telephone Number: 1-800-215-6195 |
| Fax Number: 877-795-3665 | Fax Number: 804-269-6790 |
| Dato: 1/22/2009 | If transmission problems occur, please call |
| Number of pages: | |
| If you are not the designated racipient and/or: *You know of the recipient, please insure din *You do not know the recipient, please destre Further dissemination of this fax is a violation of Bank | y and contact the sender to advise of this misdirected fax. |
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Bank of America, NA Retail Loan Operations Thursday, January 22, 2009



Thank you for your recent inquiry. We have enclosed the loan history transcript and simple interest formula on the above referenced loan as requested. To calculate the interest paid each month, take the previous balance multiply by the interest rate, multiply by the number of days that have elapsed between payments, divide by 365 in a regular year (or 366 in a leap year). This will give you the amount of interest due. Please see example below:

\$37870.00 (multiplied by) .0950 (multiplied by) 23 days between payments (divided by) 366 days in a year equals interest due \$226.09

We value your business and want to provide you the best possible service. Please visit our website, www.bankofamerica.com, or call us toll-free at 1-800-215-6195, and speak with a Client Services associate if we may be of additional assistance.

Sincerely,

Retail Loan Operations

Bank of America, NA Retail Loan Operations FL9-600-02-15 9000 Southside Blvd Bldg 600 Jacksonville, FL 32256

Account Transaction History



Customer Name Account Number -

Thursday, January 22, 2009

Original Amount \$28,975.61

Maturity Date 05/30/2014

Next Payment Date 01/30/2009

Origination Date 05/31/2008

Interest Rate 5.90

| Effective Date | Posting Date | Description | Transaction Amount | Principal | Interest | Fees | Balance |
|-------------------|-----------------|--------------|-----------------------|-----------|----------|------|-------------|
| 05/31/2008 | 06/04/2008 | Amt Financed | \$28,975.61 | | | | \$28,975.61 |
| 06/20/2008 | 06/20/2008 | Rogular Prot | \$478.84 | \$385.43 | \$93.41 | | \$28,590.18 |
| 07/30/2008 | 07/30/2008 | Regular Pmt | \$478.84 | \$294.49 | \$184.35 | | \$38,295.69 |
| 08/30/2008 | 09/02/2008 | Regular Pmt | \$478.84 | \$337.43 | \$141.41 | | \$27,958.26 |
| 09/30/2008 | 09/30/2008 | Regular Pmt | \$478.84 | \$339.14 | \$139.70 | | \$27,619.12 |
| 10/30/2008 | 10/30/2008 | Regular Pmt | \$478. 8 4 | \$345.27 | \$133.57 | | \$27,273.85 |
| 13/30/2008 | 12/01/2008 | Regular Pmt | \$478.84 | \$342.54 | \$136.30 | | \$26,931.31 |
| 12/30/2008 | 12/30/2008 | Regular Pmt | \$47 8.8 4 | \$348.61 | \$130.23 | | \$26,582.70 |

If you wish to payoff your account, you must obtain account payoff information. Please call 1-800-215-6195. Page 1

Fax: +1 (810) 881-4862

RELEASE OF CLAIM

hereinafter referred to as "Releasor(s)"), as buyer of a certain 2008 Chevrolet Malibu, bearing Vehicle Identification Number 1G1ZJ57B581 nercinafter referred to as "Vehicle") and in consideration of payment by General Motors Corporation (hereinafter referred to as "GMC") of \$ 30,762.77, said payment to be made as outlined below, does for herself and each and all of her representatives, heirs, successors and assigns, hereby releases and discharges GMC, its subsidiaries, divisions, officers, representatives, employees, stockholders, authorized dealers, successors and assigns and all other persons, firms or corporations, who are or might be claimed to be liable, of and from any and every claim, demand or right, including but not limited to those for diminution in value, repair costs, or any other economic or non-economic injuries, losses, breach of warranty damages and/or punitive damages, cost of suit and attorney(s) fees resulting or alleged to have resulted from the promotion, use or sale of, or any defect and/or nonconformities in the design or manufacture or assembly in the aforesaid Vehicle, including but not limited to those alleged in or that may be inferred from allegations set forth in any pleading or any claims made by the Releasor(s).

2. As consideration for this Release, and for the payment described above to be tendered in the form of two checks: the first, in the amount of \$ 4,046.88, made payable to and Lemberg & Associates; the second in the amount of \$ 26,715.89, made payable to Bank of America.

Note: These checks are subject to change if current registration, signed offer letter and signed Release(s) are not received in time for current payoff to be processed. Additionally, a penalty charge will be imposed if conditions are not met as outlined on the original letter. It is also expressly agreed:

- (a) That upon receipt of the consideration described above, Releasor(s) will convey clear and unencumbered title of the vehicle to GMC, will execute a limited Power of Attorney in favor of GMC to correct any errors in title, and will execute an Odometer Statement.
- (b) In the event the Vehicle is damaged, disabled, driven excessively or destroyed in any manner up to and including after Releasor(s) executes this Release, but before GMC tenders payment of the consideration described above, payment of the consideration above shall be modified as follows:
- (i) If the estimated cost of repair of the aforementioned Vehicle is less than the value of said Vehicle, said value to be determined as outlined in Paragraph (iii) below, Releasor(s) shall tender said Vehicle with clear title to GMC upon receipt of \$ 30,762.77, less the estimated cost of repair to said Vehicle,
- (ii) If the estimated cost of repair of said Vehicle exceeds the value of said Vehicle, said value to be determined as outlined in Paragraph (iii) below, GMC shall make payment of said consideration to Releasor(s) of \$30,762.77, less said value of said Vehicle, and,
- (iii) For purposes of i, ii, and iii, the value of said Vehicle is the average retail value of a 2008 Chevrolet Malibu as determined by the Edmunds book, at the time this Release is executed by Releasor(s).
- (iv) That the Vehicle shall not exceed 9,000 plus 1,000 miles on the odometer at time of exchange. In the event the Vehicle does exceed the above stated mileage, the payment of the consideration above shall be modified as follows: a reduction of payment of 44.5 cents per mile in excess

of the agreed upon mileage. This shall not apply if a delay in the transaction is caused by GMC or its authorized dealer.

- (c) That Releasor(s) fully understands that this is a final settlement and disposition of all disputes as to legal liability for and as to the nature and extent of any damages claimed from GMC by Releasor(s);
- (d) That neither GMC's payment of the consideration recited above nor the negotiations preliminary to the execution of this Release shall be considered an admission of liability or wrongdoing by GMC to any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated above;
- (e) That Releasor(s) and her attorneys have reviewed the provisions of this Release and that the contents of this Release have been explained to Releasor(s) by counsel prior to its execution;
- (f) That Releasor(s) represents and warrant(s) that she is entitled to give a full and complete release of the claims which are the subject hereof;
- (g) That Releasor(s) has not assigned or otherwise transferred any interest in any claims which are the subject hereof;
- (h) That Releasor(s) 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;
- (i) That Releasor(s) does hereby for herself, her heirs, executors, administrators, successors and assigns covenant to defend, indemnify and save harmless GMC from any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated above;
- (j) That no promise, agreement, statement or representation except as expressed in this release has been made to been relied upon by Releasor(s) and that this document of 3 pages contains the entire agreement between Releasor(s) and GMC.

| INTENDING TO BE LEGALLY BOUND BY THE TE | RMS OF THIS RELEASE THE |
|--|--|
| UNDERSIGNED HAS AFFIXED HIS/HER SIGNATU | RE THIS \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ |
| February , 20 09. | |
| | |
| The undersigned has carefully read and understands this described above. | release and signs it to resolve the claim |
| | , m |
| CURRENT VEHICLE MILEAGE 8868 | DATE SIGNED: Feb 11 2009 |
| | |
| WITNESS: | |
| 11 | |
| | |
| | |
| Claimant's Signature | Claimant's Signature |
| | |
| (3 | 5-1- 10a |
| Address | Address |

Initials Page 2 of 3

From: SERGEI LEMBERG Fax: (877) 795-3668

Fex: +1 (610) 861-4862

My commission expires: <u>Jan. 14, 2012</u>

Page 4 of 4 2/11/2009 10:21

| 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A |
|---|
| e City, State, Zip Code |
| |
| L |
| 277. |
| subscribed before me this |
| Moholo Dlendermeys. Signature of Notary Public |
| Michele Glendenmeyel- 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 |
| |

CC: File LG0025-T Rev 05/01/07

Mary Williamson/Austin/GM1

02/02/2009 02:11 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com>@SITELCWEB CC hee

Elizabeth,

I have received the original docs via mail. However, unfortunately when I was processing them I realized that the release did NOT include the amount for attorney fees. Therefore the release is not for the correct amount. I have re-issued it and attached it. In order to process it for the full amount I will need your client to re-sign it. Please accept my sincere apologies for this error.

Subject RE:

Release regulachase, doc

Thank you, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>



Elizabeth Tylawsky <etylawsky@lemberglaw.com

œ

To mary_williamson@gmexpert.com

01/26/2009 12:38 PM

Subject RE:

Hi Mary,

Attached are the documents. As I said, they are in the mail. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 26, 2009 12:33 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth, If you could fax or email me a copy I can get started on it right away. Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

01/26/2009 12:12 PM

Tomary_williamson@gmexpert.com SubjectRE:

Mary,

I'm putting the originals with the registration in the mail to you today. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Friday, January 23, 2009 11:35 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Re:

SR: 71-670466289

VIN: 1G1ZJ57B58F

Attached is the offer and release for a repurchase. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

01/22/2009 01:28 PM

To_{mary_williamson@gmexpert.com} cc SubjectRE:

Hi Mary,

Attached is the info you needed. Please let me know if you need anything else. Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, January 21, 2009 9:28 AM

To: Elizabeth Tylawsky

Subject: RE:

Yeah some banks are difficult to work with. :(

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/21/2009 09:26 AM

To mary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

My clients did call this morning and were informed it would take at least 3-5 days for the bank to get this information. The bank is faxing it directly to me and, of course, I will send it right to you upon receipt. Sorry for the delay, who knew it could take so long?

Elizabeth Tylawsky
Lemberg & Associates, LLC
1100 Summer Street, 3rd Floor
Stamford, CT 06905
etylawsky@lemberglaw.com
Telephone: (203) 653-2250 x102
Facsimile: (877) 795-3666

| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Tuesday, January 20, 2009 12:00 PM To: Elizabeth Tylawsky Subject: RE |
|---|
| Elizabeth, |
| Bank of America will only release to me the payoff amount but not the finance charges or payment history. They said that the customer has to request that. Can you get your client to request a fax to include finance charges and payment history? |
| Thank you, |
| Mary |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> |
| 01/14/2009 03:49 PM |
| |
| |
| To _{mary_williamson@gmexpert.com} |

cc SubjectRE: I've attached the release of lien. Let me know if you need anything else. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 13, 2009 10:28 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I have finally received approval to offer a repurchase however I need a release of lien filled out so that I can contact the lienholder and present the offer with the current payoff and finance information. Attached is the form I need to have filled out.

Please have your client fill out and return to me asap.

Thank you, Mary

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/12/2009 05:37 PM

Tomary_williamson@gmexpert.com cc

SubjectRE:

Hi Mary,

I know you must be busy today after last week. Just trying to get caught up on everything. Any update on this one for me? Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 05, 2009 2:10 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I should have an answer for you tomorrow. Working on getting the approvals and the holidays seemed to have gotten in the way but everyone is back now.

| M | ar | y |
|---|----|---|
| | | |

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/29/2008 01:30 PM

To_{mary_williamson@gmexpert.com} cc SubjectRE:

Hi Mary,

Any update on the status of this one? Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Tuesday, December 16, 2008 10:41 AM **To:** Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/10/2008 11:37 AM

To mary_williamson@g mexpert.com cc

SubjectRE:

Hi Mary,

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, December 10, 2008 10:38 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Attached is an offer for a trade for Todd Appleman. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Thank you, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/08/2008 09:57 AM

To_{mary_williamson@gmexpert.com} cc SubjectRE:

Thank you Mary, I appreciate the update.

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, December 08, 2008 8:14 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

As you can imagine GM is going through some restructures and looking at things much closer now so I have to get additional approvals before proceeding with a repurchase offer. I cannot say whether this will be the offer or not but just wanted to let you know where I am on this file.

Thank you,

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/03/2008 08:28 AM

To mary_williamson@gmexpert.com cc SubjectRE:

| Hi Mary | V. |
|---------|----|
|---------|----|

Great. We are looking for a repurchase. Please let me know if I can provide anything else. Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, December 03, 2008 8:27 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I will be reviewing this file with the new repair order today. Do you know what your client is seeking?

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/01/2008 01:37 PM

Tomary_williamson@gmexpert.com cc SubjectRE:

Great, thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, December 01, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

The service manager says he will fax me the new repair order today.

Mary

Email: mary_williamson@gmexpert.com

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/26/2008 01:38 PM

To mary_williamson@g mexpert.com cc SubjectRE: No problem Mary, I won't be in on Friday anyways so no rush. Have a nice Thanksgiving!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, November 26, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

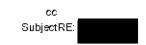
Elizabeth,

I can't get the service manager today. Looks like it may be Friday.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:55 PM



Thanks

 $\textbf{From:} \ mary_williamson@gmexpert.com \ [mailto:mary_williamson@gmexpert.com]$

Sent: Tuesday, November 25, 2008 3:55 PM

To: Elizabeth Tylawsky

Subject: RE:

No. I will call the service manager and see if he has the repair order done yet.

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2**00**8 **0**3:52 PM

Tomary_williamson@gmexpert.com

SubjectRE:

| Н | il | ΝЛ | _ | и | |
|---|----|----|---|---|----|
| | | w | a | ı | Ψ. |

Any update on this? The client did pick the vehicle back up, although I do not yet have the repair order. Thanks.

Elizabeth

 $\textbf{From:} \ mary_williams on @gmexpert.com \ [mailto:mary_williams on @gmexpert.com]$

Sent: Friday, November 21, 2008 1:36 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Please confirm that he took the vehicle in and if it is still at the dealership.

Mary

Mary Williamson/Austin/GM1

11/14/2008 12:32 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com >@SITELCWEB cc

Subject RE:

| Elizabeth, |
|---|
| Please let me know after he takes his vehicle back so that we can re-assess the case. |
| Mary |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> |
| 11/13/2008 10:30 AM |

Tomary_williamson@gmexpert.com cc SubjectRE: Hi Mary,

The vehicle is going in next Wednesday at Deichman Walker for service. would prefer a repurchase since the issues he's had are with the steering, and a replacement vehicle would have the same steering design as this vehicle. Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Thursday, November 13, 2008 8:35 AM

To: Elizabeth Tylawsky
Subject: Re:

Elizabeth,

Is the vehicle still at the dealership? Did he return to the same dealership? was offered a trade by the dealership previously and refused as he wanted the dealership to also pay for an upgrade. If I can get approval for a trade I also will not be able to assist him in the cost of the upgrade.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/12/2008 10:29 AM

Tomary_williamson@gmexpert.com cc Subject

Hi Mary,

I just wanted to confirm receipt of the offer for the property of the same problem. The vehicle has been in for repair five times for the steering, and has just returned for the same problem. The Pennsylvania Lemon Law statute only requires the vehicle to be out of service three times for the same issue. In light of the foregoing, we respectfully request that GM make a repurchase offer. Thank you.

Elizabeth Tylawsky
Lemberg & Associates, LLC
1100 Summer Street, 3rd Floor
Stamford, CT 06905
etylawsky@lemberglaw.com
(203) 653-2250 x107

RELEASE OF CLAIM

Malibu, bearing Vehicle Identification Number 1G1ZJ57B58F (hereinafter referred to as

1. I,

(hereinafter referred to as "Releasor(s $\underline{)}$ "), as buyer of a certain 2008 Chevrolet

| "Vehicle") and in consideration of payment by General Motors Corporation (hereinafter referred to as "GMC") of \$ 30,762.77, said payment to be made as outlined below, does for herself and each and all of her representatives, heirs, successors and assigns, hereby releases and discharges GMC, its subsidiaries, divisions, officers, representatives, employees, stockholders, authorized dealers, successors and assigns and all other persons, firms or corporations, who are or might be claimed to be liable, of and from any and every claim, demand or right, including but not limited to those for diminution in value, repair costs, or any other economic or non-economic injuries, losses, breach of warranty damages and/or punitive damages, cost of suit and attorney(s) fees resulting or alleged to have resulted from the promotion, use or sale of, or any defect and/or nonconformities in the design or manufacture or assembly in the aforesaid Vehicle, including but not limited to those alleged in or that may be inferred from allegations set forth in any pleading or any claims made by the Releasor(s). |
|--|
| 2. As consideration for this Release, and for the payment described above to be tendered in the form of two checks: the first, in the amount of \$ 2,546.88, made payable to amount of \$ 26,715.89, made payable to Bank of America. |
| Note: These checks are subject to change if current registration, signed offer letter and signed Release(s) are not received in time for current payoff to be processed. Additionally, a penalty charge will be imposed if conditions are not met as outlined on the original letter. It is also expressly agreed: |
| (a) That upon receipt of the consideration described above, Releasor(s) will convey clear and unencumbered title of the vehicle to GMC, will execute a limited Power of Attorney in favor of GMC to correct any errors in title, and will execute an Odometer Statement. |
| (b) In the event the Vehicle is damaged, disabled, driven excessively or destroyed in any manner up to and including after Releasor(s) executes this Release, but before GMC tenders payment of the consideration described above, payment of the consideration above shall be modified as follows: |
| (i) If the estimated cost of repair of the aforementioned Vehicle is less than the value of said Vehicle, said value to be determined as outlined in Paragraph (iii) below, Releasor(s) shall tender said Vehicle with clear title to GMC upon receipt of \$ 30,762.77, less the estimated cost of repair to said Vehicle, |
| (ii) If the estimated cost of repair of said Vehicle exceeds the value of said Vehicle, said value to be determined as outlined in Paragraph (iii) below, GMC shall make payment of said consideration to Releasor(s) of \$ 30,762.77, less said value of said Vehicle, and, |
| (iii) For purposes of i, ii, and iii, the value of said Vehicle is the average retail value of a 2008 Chevrolet Malibu as determined by the Edmunds book, at the time this Release is executed by Releasor(s). |
| (iv) That the Vehicle shall not exceed 9,000 plus 1,000 miles on the odometer at time of exchange. In the event the Vehicle does exceed the above stated mileage, the payment of the consideration above shall be modified as follows: a reduction of payment of 44.5 cents per mile in excess |

of the agreed upon mileage. This shall not apply if a delay in the transaction is caused by GMC or its authorized dealer.

- (c) That Releasor(s) fully understands that this is a final settlement and disposition of all disputes as to legal liability for and as to the nature and extent of any damages claimed from GMC by Releasor(s);
- (d) That neither GMC's payment of the consideration recited above nor the negotiations preliminary to the execution of this Release shall be considered an admission of liability or wrongdoing by GMC to any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated above;
- (e) That Releasor(s) and her attorneys have reviewed the provisions of this Release and that the contents of this Release have been explained to Releasor(s) by counsel prior to its execution;
- (f) That Releasor(s) represents and warrant(s) that she is entitled to give a full and complete release of the claims which are the subject hereof;
- (g) That Releasor(s) has not assigned or otherwise transferred any interest in any claims which are the subject hereof;
- (h) That Releasor(s) 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:
- (i) That Releasor(s) does hereby for herself, her heirs, executors, administrators, successors and assigns covenant to defend, indemnify and save harmless GMC from any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated above;
- (j) That no promise, agreement, statement or representation except as expressed in this release has been made to been relied upon by Releasor(s) and that this document of 3 pages contains the entire agreement between Releasor(s) and GMC.

| INTENDING TO BE LEGALLY BOUND BY | THE TERMS OF THIS RELEASE THE | | | | |
|---|---|--|--|--|--|
| UNDERSIGNED HAS AFFIXED HIS/HER SIGNATURE THIS DAY C | | | | | |
| , 20 | | | | | |
| The undersigned has carefully read and underst described above. | ands this release and signs it to resolve the claim | | | | |
| CURRENT VEHICLE MILEAGE | DATE SIGNED: | | | | |
| WITNESS: | | | | | |
| | | | | | |
| Claimant's Signature | Claimant's Signature | | | | |
| Address | Address | | | | |

| City, State, Zip Coo | City, State, Zip Code |
|-------------------------------------|---|
| STATE OF | |
| COUNTY OF | <u></u> |
| Sworn to (or affirmed) and 20, by , | ubscribed before me this day of, |
| | Signature of Notary Public |
| | Print, type or stamp Commissioned Name of Notary Public |
| | Personally Known OR Produced identification |
| | Type of identification |
| | My commission expires: |

CC: File LG0025-T Rev 05/01/07



Mary Williamson/Austin/GM1

01/23/2009 11:34 AM

To Elizabeth Tylawsky
<a href="mailto:set-style-

Elizabeth,

Re: SR: 71-670466289

VIN: 1G1ZJ57B58F

Attached is the offer and release for a repurchase. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Offer republicane doc Release republicane doc

Thank you, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>



Elizabeth Tylawsky <etylawsky@lemberglaw.com

To mary_williamson@gmexpert.com

CC

01/22/2009 01:28 PM

Subject RE:

Hi Mary,

Attached is the info you needed. Please let me know if you need anything else. Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, January 21, 2009 9:28 AM

To: Elizabeth Tylawsky

Subject: RE:

Yeah some banks are difficult to work with. :(

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/21/2009 09:26 AM

To_{mary_williamson@gmexpert.com} SubjectRE:

Hi Mary,

My clients did call this morning and were informed it would take at least 3-5 days for the bank to get this information. The bank is faxing it directly to me and, of course, I will send it right to you upon receipt. Sorry for the delay, who knew it could take so long?

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 20, 2009 12:00 PM

To: Elizabeth Tylawsky Subject: RE:

Elizabeth,

Bank of America will only release to me the payoff amount but not the finance charges or payment history. They said that the customer has to request that. Can you get your client to request a fax to include finance charges and payment history?

| Thank | you | • |
|-------|-----|---|
| Marv | | |

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/14/2009 03:49 PM

Tomary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

I've attached the release of lien. Let me know if you need anything else. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 13, 2009 10:28 AM

To: Elizabeth Tylawsky
Subject: RE

Elizabeth,

I have finally received approval to offer a repurchase however I need a release of lien filled out so that I can contact the lienholder and present the offer with the current payoff and finance information. Attached

| is the form I need to have filled out. | |
|--|--|
| Please have your client fill out and return to me asap. | |
| Thank you, Mary | |
| Thank you, Mary | |
| Total y | |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |
| 01/12/2009 05:37 PM | |
| | Tomary_williamson@gmexpert.com cc SubjectRE: |

Hi Mary,

I know you must be busy today after last week. Just trying to get caught up on everything. Any update on this one for me? Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 05, 2009 2:10 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I should have an answer for you tomorrow. Working on getting the approvals and the holidays seemed to have gotten in the way but everyone is back now.

Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

12/29/2008 01:30 PM

Tomary_williamson@gmexpert.com

SubjectRE:

Hi Mary,

Any update on the status of this one? Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, December 16, 2008 10:41 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/10/2008 11:37 AM

Tomary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

Elizabeth

12/08/2008 09:57 AM

| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Wednesday, December 10, 2008 10:38 AM To: Elizabeth Tylawsky Subject: RE: | | | | | |
|---|--|--|--|--|--|
| Elizabeth, | | | | | |
| Attached is an offer for a trade for Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible. | | | | | |
| Thank you, Mary | | | | | |
| Elizabeth Tylawsky≺etylawsky@lemberglaw.com> | | | | | |

Tomary_williamson@gmexpert.com

SubjectRE:

Thank you Mary, I appreciate the update.

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, December 08, 2008 8:14 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

As you can imagine GM is going through some restructures and looking at things much closer now so I have to get additional approvals before proceeding with a repurchase offer. I cannot say whether this will be the offer or not but just wanted to let you know where I am on this file.

Thank you, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/03/2008 08:28 AM

Tomary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

Great. We are looking for a repurchase. Please let me know if I can provide anything else. Thank you.

Elizabeth

 $\textbf{From:} \ mary_williams on @gmexpert.com \ [mailto:mary_williams on @gmexpert.com]$

Sent: Wednesday, December 03, 2008 8:27 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

| l will be | reviewing t | this file with | the new rep | air order today. | Do you know what your | client is seeking? |
|-----------|-------------|----------------|-------------|------------------|-----------------------|--------------------|
| Mary | | | | | | |

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/01/2008 01:37 PM

Tomary_williamson@gmexpert.com cc SubjectRE:

Great, thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, December 01, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

The service manager says he will fax me the new repair order today.

Mary

Email: mary_williamson@gmexpert.com

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/26/2008 01:38 PM

Tomary_williamson@gmexpert.com cc SubjectRE: No problem Mary, I won't be in on Friday anyways so no rush. Have a nice Thanksgiving!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, November 26, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I can't get the service manager today. Looks like it may be Friday.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 09:55 PM

| Toman | /_williamson@g | mexpert.com |
|------------|----------------|-------------|
| cc | | |
| SubjectRE: | | |
| | | |

Thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

| To: | : Tuesday, November 25, 2008 3:55 PM Elizabeth Tylawsky ect: RE: |
|-----|--|
| No. | will call the service manager and see if he has the repair order done yet. |

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2**00**8 **0**3:52 PM

Tomary_williamson@gmexpert.com

SubjectRE:

| Н | i | М | а | ľ | ۷ | |
|---|---|---|---|---|---|--|

Any update on this? The client did pick the vehicle back up, although I do not yet have the repair order. Thanks.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Friday, November 21, 2008 1:36 PM To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Please confirm that he took the vehicle in and if it is still at the dealership.

Mary

Mary Williamson/Austin/GM1

11/14/2008 12:32 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com>@SITELCWEB
cc
Subject RE: Link

| Elizabeth, | |
|---|--|
| Please let me know after he takes his vehicle back so that we can re-assess the case. | |
| Mary | |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |
| 11/13/2008 10:30 AM | |

Tomary_williamson@gmexpert.com cc SubjectRE:

| Hi Mary, |
|--|
| The vehicle is going in next Wednesday at Deichman Walker for service. would prefer a repurchase since the issues he's had are with the steering, and a replacement vehicle would have the same steering design as this vehicle. Thank you. |
| Elizabeth |
| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Thursday, November 13, 2008 8:35 AM To: Elizabeth Tylawsky Subject: Re: |
| Elizabeth, |
| Is the vehicle still at the dealership? Did he return to the same dealership? was offered a trade by the dealership previously and refused as he wanted the dealership to also pay for an upgrade. If I can get approval for a trade I also will not be able to assist him in the cost of the upgrade. |

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/12/2008 10:29 AM

Tomary_williamson@gmexpert.com cc Subject

Hi Mary,

I just wanted to confirm receipt of the offer for the from GM. The vehicle has been in for repair five times for the steering, and has just returned for the same problem. The Pennsylvania Lemon Law statute only requires the vehicle to be out of service three times for the same issue. In light of the foregoing, we respectfully request that GM make a repurchase offer. Thank you.

Elizabeth Tylawsky
Lemberg & Associates, LLC
1100 Summer Street, 3rd Floor
Stamford, CT 06905
etylawsky@lemberglaw.com
(203) 653-2250 x107

VIA FAX ONLY

October 22, 2008

Bill Huff DEICHMAN-WALKER CHEVROLET, INC. 3600 WILLIAM PENN HWY EASTON, PA 18045-5167

RE:

Service Request: 71-670466289

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZJ57B58F

Customer Relationship Specialist: Dianna Barber

Dear Mr. Huff:

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 **IMMEDIATELY** are:

- All sales purchase and finance agreements, including a conversion invoice (if any), the incentives acknowledgement form, the application of title and the Actual Cash Value statement of any trade.
- Service and body shop repair orders of all internal, customer pay, and warranty repair orders, (to include front and back as well as technician notes). Also, include any receipts for aftermarket or dealer add-ons. Please include a copy of the customer's invoice (repair orders) as the tech notes are sometimes not legible. Request days out of service/days of rental.

Please fax them **IMMEDIATELY** 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 866-790-5700 ext. 21116 and fax is 866-554-4011 or 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















RELEASE OF LIEN INFORMATION

| I(Client's Name) | (Client's Social Security Number) |
|--|--|
| · | |
| hereby authorize Bank of Lien holder Na | |
| (Lien holder Address) | (Lion holder Phone Number) |
| to release any and all information regard | ing my loan account # (Account Number) |
| with Oank OF Amer (Lien holder Name) | 164 |
| to General Motors Corporation, includin loan payoff amount, and per diem inform | g but not limited to a complete payment history of my account, a sation. |
| Date <u>San 13, 2009</u> | |
| VE | HICLE INFORMATION |
| The current vehicle initioage is S_ | 36 Date mileage read: San 13 Accq |
| | |
| Signamic | Signature |
| LG0006 V0709200 7 | |

11/0

Mary Williamson/Austin/GM1

11/04/2008 03:55 PM

To jburton@lemberglaw.com
cc
bcc
Subject

Jody,

I have attached our offer and release for Charles Reiley. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.





Offer.doc Release.doc

Thank you,

Mary Williamson General Motors Business Resource Center Legal Department

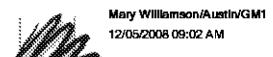
7401 E. Ben White Blvd, Bldg 3

Austin, TX 78741

Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary_williamson@gmexpert.com



| To | robert.j.kramer@gm.com |
|---------|------------------------|
| CC | |
| bec | |
| Subject | |

Robert Kramer:

Please respond as soon as possible.

This email is to follow up on Service Request 71-670466289 for customer The customer's vehicle is a 2008 Chevrolet Malibu with 6578 miles. The customer has been working with Deichman Walker Chevrolet in Easton, Pa.

In prior communications you requested to be informed of our settlement offer before contacting the plaintiff's counsel. After reviewing the merits of the case, I believe an offer of STRAIGHT/TRADE REPURCHASE would be appropriate to settle this case in the Early Resolution program.



We would appreciate your support of this settlement offer. Due to time constraints, we need to receive your feedback on this offer within 24 hours. If you have anything you wish to add that has not been shared through previous communications, please provide it at this time.

Thank you,

Mary Williamson Business Resource Center Aditya Birla Minacs Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary_williamson@gmexpert.com



denise.zobel@gm.com 01/05/2009 01:57 PM

To mary_williamson@gmexpert.com

CC

bec

Subject Re:

History:

This message has been replied to.

Don't agree with repurchase as comments say customer induced problem by installing different tires, but you do whatever you need to based on case assessment.

Denise Zobel

mary_willamscn@gmexpert.com

01/05/2009 01:44 PM

^{To} denise.zobel@gm.com

Subject 1

œ

Ms Zobel,

Please accept this email to confirm that we have offered a trade/repurchase as suggested. Untortunately the customer has rejected the offer of settlement and is adamant for a refund. Included is a copy of my recommendation for settlement. Please review and reply to contirm whether or not you will approve the recommended settlement.

Thank you, Mary Williamson Business Resource Center Aditya Birla Minacs

Phone: 866-790-5600 x 31062

Fax: 866-485-8229

V2.

10/23/2008 12:01 FAX

☑ 001/004

RCMPR010 CURRENT VEHICLE DELIVERY/INCENTIVE INQUIRY

PROCESSING SOURCE: BARS

10/23/08

VIN: 1G1ZJ57B5 8F SELLG SCE: 13 MDL YR: 08 ORD NO: MQGQNS PAGE NO: 1

ODATE: 02/02/08 ORDER FAN: OTYPE: 070 DLVY SS/SITE CD: 13 15139

DDATE: 05/31/08 DLVY FAN: DTYPE: 010 SRVC TYPE: MILEAGE:

DLVY DOE: 06/02/08 ORDER BY:

CANC:

CANC DOE:

THE DA/15/08 DLVY TO:

5-- 10E: 04/15/08

CHRY COUNTY BATH

FRICTION: CANC SRVC IN:

--INCENTIVES--

FFC 01 13 15139 00034489407 06/04/08 39.36 OA 0.00 9
PBW 01 13 15139 00034722864 07/22/08 1,000.00 OA 0.00 9

COMMAND ===> _____ NO MORE RECORDS

PF01=HELP 02=CURR INV 03=PRV SCRN PF07=PGUP 08=PGDN

PF09-CURR OPT 10=SPL INST 11=CURR ORD P/W:

RCMFF028 VEHICLE EVENT SELECTION

PROCESSING SOURCE: BARS 13:03:37

DD001110 0001101 DA110

10/23/08

PAGE NO: 1

VIN: 1G1ZJ57B5 8F OR

SELLING SOURCE(#): 13 MODEL YEAR(#): 08 ORDER NUMBER: MQGQNS

S VIN TYPE: N

| Е | SS/ | DOCUMENT | I | INC | | M BL |
|---------------------|----------|-------------|------------|-----|----------|------|
| L EVENT DESC | SITE CD | NUMBER | S EVENT DT | CD | AMOUNT | R RN |
| _ INCENTIVE MEMO | 13 15139 | 00034722864 | 07/22/08 | PBW | 1,000.00 | |
| INCTV PAYMENT | 13 15139 | 00034722864 | 07/22/08 | PBW | 1,000.00 | |
| INCTV APPLICATN | 13 15139 | 00034722864 | 07/22/08 | PBW | 1,000.00 | |
| INCENTIVE MEMO | 13 15139 | 00034489407 | 06/04/08 | FFC | 39.36 | |
| INCTV PAYMENT | 13 15139 | 00034489407 | 06/04/08 | FFC | 39.36 | |
| · · · '"/ APPLICATN | 13 15139 | 00034489407 | 06/04/08 | FFC | 39.36 | |
| DELLIVERY D.O.E. | 13 15139 | | 06/02/08 | | 0.00 | |
| . HITVERY TO CUS | 13 15139 | | 05/31/08 | | 0.00 | |
| ELR TRADE D.O.E | 13 15139 | | 04/15/08 | | 0.00 | |
| _ LEALER TRADE (P | 13 15139 | | 04/15/08 | | 0.00 | |
| _ PEPERATION TRAN | 13 15442 | 1AD21507461 | 04/06/08 | | 0.00 | |

COMMAND ===> ____ MORE RECORDS

PF01=HELP 03=PRV SCRN

PF07=PGUP 08=PGDN 09=VEH HIST 10=HISTSRCH P/W:

10/23/2008 12:02 FAX

PCN PPU28

2₫ 003/004

VEHICLE EVENT SELECTION

PROCESSING SOURCE: BARS

10/23/08

13:03:41

PAGE NO: 2

VIN: 1G1ZJ57B5 8F

SELLING SOURCE(#): 13 MODEL YEAR(#): 08 ORDER NUMBER: MQGQNS

S VIN TYPE: N

| \mathbb{E} | | ss/ | DOCUMENT | Ι | | INC | | N | 1 ! | $_{ m BL}$ |
|--------------|-----------------|----------|-------------|---|----------|-----|-----------|----|-----|------------|
| L | EVENT DESC | SITE CD | NUMBER | S | EVENT DT | CD | AMOUNT | E | ₹ ! | RN |
| | SETTLEMENT DATE | 13 15442 | 1AD21507461 | | 04/05/08 | | 23,406.28 | CR | | |
| | ORIGINAL INVOIC | 13 15442 | 1AD21507461 | | 03/25/08 | | 23,406.28 | | | |
| _ | COV/NVIS DATE | 13 15442 | lAD21507461 | | 03/25/08 | | 0.00 | | | |
| | SHIPMENT DATE | 13 15442 | | | 03/25/08 | | 0.00 | | | |
| • | PRODUCTION (BUI | 13 15442 | | | 03/25/08 | | 0.00 | | | |
| | LIEFERENCE TO P | 13 15442 | | | 02/05/08 | | 0.00 | | | |
| | ACCEPT | 13 15442 | | | 02/02/08 | | 0.00 | | | |
| | OM ORDER ACCEPT | | | | 02/02/08 | | 0.00 | | | |

COMMAND ===>

PF01=HELP 03=PRV SCRN

PF07=PGUP 08=PGDN 09=VEH HIST 10=HISTSRCH P/W:

GENERAL MOTORS CORPORATION 2008 MALIBU 2LT 80U RED JEWEL TINTCOAT /L4G & SUBSIDIARIES RENAISSANCE CENTER 19C EBONY ORDER NO. MQGQNS/TRE STOCK NO. DETROIT MI 48243-1114
VEHICLE INVOICE 1AD21507461 VIN 101 ZJ57 B5 8F MULLI & PACTORY OPTIONS MSRP INV AMT RETAIL - STOCK | NAME | BANK: GMAC - 020 CHG-TO 15-442 SHIP WT: 3406 HP: 19.3 GMS: 22369.78 SUPPLR: 23369.67 MRM: 24380.00 MEMO 1036.50

TOTAL MODEL & OPTIONS 23730.00 22281.68 ACT 231 22219.78
DESTINATION CHARGE 650.00 650.00 H/B 261 711.90
LAM DEALER CONTRIBUTION 237.30 ADV 261 237.30
LAM GROUP CONTRIBUTION 237.30 EXP 65A 237.30

TOTAL 24380.00 23406.28 PAY 310 23406.28

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 22244.68

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

FAULKNER CHEVROLET OLDSMOBILE

VIA FAX ONLY

September 8, 2008

Jody Burton, Esq. Lemberg & Associates 30 Oak St, Ste 401 Samford, Ct. 06905-5310

RE:

Service Request: 71-670466289 2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZJ57B58F Customer Relationship Specialist: Mary Williamson

Dear Ms. Burton:

Regarding the above case, General Motors would like to submit for your consideration the terms of a trade repurchase offer for all defendants:

A trade-out of the present vehicle into a comparable replacement vehicle. It is agreed that the MSRP of the original vehicle is \$ 24,380.00.

General Motors will pay reasonable attorney fees.

Your client will be responsible for any difference in MSRP, any applicable costs for taxes, tag, license, title and registration, as well as a deduction for usage. If there is any damage other than normal wear and tear to the current vehicle, your client will be responsible for those damages.

This offer 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 of the original vehicle.

Please respond within 5 business days if your client is interested in a replacement vehicle.

If your client is interested in the terms of this offer, your client can then set an appointment with, Deichman-Walker to pick a replacement vehicle. Once your client has selected the vehicle, please complete and return this letter with the Vehicle Identification Number of the replacement as well as the exact mileage of the current vehicle. Please return this to the fax number shown on the fax cover sheet within 2 business days of selecting the replacement vehicle. An offer letter will be sent upon receipt of the below information.

| Replacement VIN: | |
|-----------------------------|--|
| • | |
| Mileage of current vehicle: | |

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.

| i agu z | Pag | ge | 2 |
|---------|-----|----|---|
|---------|-----|----|---|

Sincerely,

General Motors Corporation

cc: FILE

LG0105 V7092007

176498 **CUSTOMER #:73137** WORKORDER 3600 WM. PENN HIGHWAY 2972026 **EASTON, PA 18045** PAGE 2 BUS. (610) 258-2386 · FAX (610) 258-4611 BATH, www.deichman.com BUS: HOME: SERVICE ADVISOR: 227 PILZ, WILLIAM MAKE/MODEL LICENSE TAG COLOR 1G1ZJ57B58F CHEVROLET MALIBU 08 RED JEWEI PO NO. RATE ****PAYMENT INV. DATE PROMISED DEL DATE PROD. DATE WARR EXP 89.00 CASH 08:54 20NOV08 31MAY08 STK: 6213 ENG: 2.4L 6 TRN:4 SPD AUTO R.O. OPENED READY OPTIONS: 19NOV2008 15:53 DESCRIPTIONS/INSTRUCTIONS OP CODE TECH TYPE CK FOR KNOCK/CLUNK NOISE IN STEERING CK FOR SQUEAK/GRIND NOISE IN BRAKE PEDAL C # B and the same of th **EXCLUSION OF WARRANTIES** PRELIMINARY ESTIMATE \$ Any warranties on the parts and accessories sold hereby are made by the manufactural The undersigned purchaser understands and agrees that dealer makes no viriar les ci thy kind, express or implied, and disclaims all warranties, including warranties of merci into by or impess AUTHORIZED BY X 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 losses arising DATE TIME BY REVISED ESTIMATE (1) out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts end/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with REVISED ESTIMATE (2) easonable safety, efficiency, or comfort. AUTHORIZATION FOR REPAIRS REVISED ESTIMATE (3) I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets. I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL you and/or highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

TECHNICIAN COPY

DEC-01-2008

13:36

DEICHMAN CHEVY

6102584611

P.01

7313**7**

176498

ACCOUNTING

DEICHMAN WALKER CHEVROLET

3600 WM. PENN HIGHWAY EASTON, PA 18045 BUS. (610) 258-2386 - FAX (610) 258-4611 www.deichman.com

EATH, PA

PAGE 1 HOME: BUS: SERVICE ADVISOR: 227 WILLIAM PILZ COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT TAG RED JEWEL 08 CHEVROLET MALIBU 1G1ZJ57B58F <u>6578/657</u>8 PROD. DATE WARR, EXP. DEL. DATE PROMISED PO NO. RATE PAYMENT INV. DATE 31MAY08 IS 08:54 20NOV08 89.00 | CASH 21NOV08 R.O. OPENED READY OPTIONS: STK:6213 ENG:2.4L 6 TRN:4 SPD AUTO <u>15:53 19N</u>OV08 <u>|08:50</u>21NOV08 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST A CK FOR KNOCK/CLUNK NOISE IN STEERING CAUSE: INTERMEDIATE STEERING SHAFT HAS EXCESSIVE PLAY E7700 SHAFT, STEERING INTERMEDIATE REPLACE 308 W 0.50 0.50 1125 3882 38.82 38.82 1 25962603 SHAFT KIT 8493 11890 0 149.00 118.90 118,90 PART#: 25952603 COUNT: 1 CIAIM TYPE. AUTH CODE: NE NE 99 LUBE KIT NOT NEEDED 308 ISP 0.50 0.50 1125 3600 36.00 36.00 1 26098237 LUBE KIT 770 1078 O 10.78 8493 11890 TPARTS 3882 TLABOR 1125 B CK FOR SQUEAK/GRIND NOISE IN BRAKE PEDAL CAUSE: CHANGE BRAKE FLUID TO PN88862806 H0700 CHANGE FLUID AND BLEED SYSTEM 308 W 0.50 0.501125 3882 38.82 38.82 1 88862806 FLUID 271 0 0 9 68 7.71 1 MISC Z5000 83 0 0.83 0.83 FC: 93 Pinakan waka sakalika PART#: 88862806 CLAIM TYPE: AUTH CODE:

634 TPARTS 1125 3882 TLABOR

*** NO RO PUNCH TIMES ON FILE ***

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE,

I hereby authorize the repair work herein set forth to be done along with the necessary material and egree 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 caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

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

TOTALS

DESCRIPTION

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

73137

176498

DEICHMAN WALKER CHEVROLET

3600 WM. PENN HIGHWAY **EASTON, PA 18045** BUS. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com

ACCOUNTING

BATH, PA HOME: BUS:

PAGE 2

SERVICE ADVISOR: 227 WILLIAM PILZ

| COLOR | YEAR | | MAKE/MODEL | | 4.4 | VIN | LICENSE | MILEAGE | IN / OUT | TAG |
|---|-------|------|------------|----------|-----------|--------|---------|---------|----------|-----|
| | 1 | | | | i | · | | | | |
| RED_JEWEL_ | 08 | _CHE | VROLET MA | LIBU | 1G1 Z J | 57B58F | | 6578 | 6578 | |
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| 31MAY08 IS | l l | | | 08:54 20 | NOV08 | | 89.00 | CASH | 21NOV08 | |
| R.O. OPENED READY OPTIONS: STK:6213 ENG:2.4L 6 TRN:4 SPD AUTO | | | | | | | | | | |

15:53 19NOV08 08:50 21NOV08

| | 100100 DILIOTE | - T- | | | | | | | |
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| 46200 776 | | | | 48000 | 12744 | 912 7 | | | |
| 46300 360 | 00 1125 - | | | 48100 | 1078 | 770 | | | |
| 26300 2050 | 38 ****** | | | 6704 | 4678 | ****** | | | |
| and the second s | | | Name (App.) | tro William Albi | | | | | 70.7 |
| | | | | | | | | | |

ye waxay ka kala dika waxa dibiya ar araway taka di arawa ka kika ka ka ka ba ba ba ba ba ba ba ba ka ka ka ka



<u>COST, SALE, & COMP TOTALS</u> ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theth, or any other cause beyond your control or for any delays caused by unavailability of pare or delays in perte 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 diswhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

<u> 25186</u>

HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF

TOTALS DESCRIPTION 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





Case Number: 155789

Originator Name: Mary Williamson (+91)9971189901 cynthia_costello@gmexpert.com

Created Date: 02/02/2009

Vehicle Info

*VIN: 1G1ZJ57B58F

Year: 2008 MSRP: 24380.0 *TAC #: 10524327 Make: Chevrolet Model: Malibu

Vehicle Comments & TAC Explanation:

Original Purchase Date: 05/31/2008

Vehicle Owner(s)

Entity Type Person * Names(s) on Title:

* Primary Owner:

* Address

* City

* Day Phone:

* E-mail:

Bath

* Reason Repurchase Steering Loose

UCC Codes (M0107) Steering - General - Loose * Repurchase Mileage: 8771 * Original Purchase Condition: New

* Title State: PA

* State PΑ * Home Phone:

* ZIP Code:

* Cell Phone:

* Fax Phone:

Repurchasing Dealer:

113807 Dealer Name: DEICHMAN-WALKER CHEVROLET INC * Dealer #:

Region: 40 District: 4314

Fax: * Phone: (610) 258-2386 (610) 258-4611

* Contact Name: Karen Yurkonis * Contact Title: General Manager E-Mail:

* Contact Title: * Contact Name:

Vehicle Location:

Customer's Attorney

Address:

Legal Case Ref. #: 71-670466289 Tax Id: 65-1270631 Tax Id Type: Fed ID Firm Name: Elizabeth Tylawsky Lemberg & Associates Contact: 1099: Υ

Address: 1100 Summer Street, 3rd .. City: Stamford State: Zip Code:

(203) 653-2250 x102 (877) 795-3666 etylawsky@lemberglaw.co.. Phone: Fax: E-mail:

Local Counsel

Firm Name: **Contact Person:**

Zip Code: City: State: Phone: Fax: E-mail:

February 23, 2009 Page 1 of 2





Case Number: 155789

Originator Name: Mary Williamson (+91)9971189901 cynthia_costello@gmexpert.com

Created Date: 02/02/200

Vehicle Lien Holder

Type of Secured Interest: Standard Lien * **Company:** Bank of America **Payoff Amount:** 26892.19 Per Diem: 4.3

Contact or Attention: Payoff Processing Address 9000 Southside Blvd, Bld

CityJacksonvilleStateFLZIP Code:32256

Account #:

Payoff Date: 2009-03-13

Day Phone: 800-386-4017 **Fax**: **E-mail**:

Transaction Details

Siebel Request #:71-670466289* Disposition:AuctionTrans. State:PA* Trans. Type:StraightTrans. Source:Early Res - NISM - Vol Mediated

Compliance Type: Compliance Date:

* Closing Date: 1900-03-02 Money to Dealer: 0.0 Money to Manuf.: 0.0

Repurchase Vehicle
Replacement VIN:

Disposition:

* Processing Instructions: Auction

Disbursement(s)

Payment TypePayeePayee Line 2AmountJoint Customer/Attorney Repurchase
Lien PayoffLemberg & Associates3870.58Bank of America26892.19

February 23, 2009 Page 2 of 2

VIA FAX ONLY

November 4, 2008

Sergei Lemberg, Esq. Lemberg & Associates 1100 Summer St 3rd Fl Stamford, CT 06905-5534

RE:

Service Request: 71-670466289

2008 Chevrolet Malibu

Vehicle Identification Number: 1G1ZJ57B58F

Customer Relationship Specialist: Mary Williamson

Dear Mr. Lemberg:

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

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

A cash settlement of \$ 3,000.00.

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 |















Mary Williamson/Austin/GM1 11/04/2008 05:41 PM

To robert.j.kramer@gm.com
cc
bcc
Subject

Robert kramer:

This email is to follow up on Service Request 71-670466289 for customer The customer's vehicle is a 2008 Chevrolet Malibu with 5,002 miles. The customer has been working with Deichman-Walker Chevrolet, Inc., in Easton, Pa. The VIN is 1G1ZJ57B58F

In prior communications you requested to be informed of our settlement offer before contacting the plaintiff's counsel. After reviewing the merits of the case, the GM Legal Staff believes an offer between \$3,000 and \$5,000 would be appropriate to settle this case in the Early Resolution program.

CRS recommends cash settlement for 5 repairs on steering issue.

If you have anything you wish to add that has not been shared through previous communications, please provide it at this time.

Thank you,

Mary Williamson General Motors Business Resource Center Legal Department

7401 E. Ben White Blvd, Bldg 3 Austin, TX 78741 Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary_williamson@gmexpert.com



Mary Williamson/Austin/GM1 12/18/2008 01:51 PM

To denise.zobel@gm.com

CC

bec

Subject Fw:

Denise,

You approved this for a trade repurchase only, however as per the customers attorney's email below they on only want a repurchase. The customer does not want the same model and most likely not even another GM vehicle. Would you reconsider your decision and approve a straight repurchase so we can avoid a lawsuit on this case?

Thank you, Mary

Forwarded by Mary Williamson/Austin/GM1 on 12/18/2008 01:44 PM ——



Elizabeth Tylawsky <etylawaky@lemberglaw.com

To mary_williamson@gmexpert.com

CC.

12/16/2008 10:45 AM

Subject RE

The reason why he does not want a replacement vehicle is because of the power steering in the vehicle. He has adamantly refused to accept the same vehicle again for this reason. I'm having a hard time even convincing him to go into another GM vehicle because he has such a lack of faith now. Anything you can do would be great Mary and if I can provide anything else, please let me know. Thank you!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, December 16, 2008 10:41 AM

To: Elizabeth Tylawsky

Subject: RE:



Elizabeth.

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Tomary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, December 10, 2008 10:38 AM

To: Elizabeth Tylawsky
Subject: RE

Elizabeth,

Attached is an offer for a trade for Todd Appleman. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Thank you, Mary To: cc: robert.j.kramer@gm.com

Subject: Email notification on Todd Appleman, SR 71-670466289

DVM Mr. Kramer:

Hi, my name is Dianna Barber. This email is to follow up on my voicemail regarding Service Request 71-670466289 for customer. The customer's vehicle is a 2008 Chevrolet Malibu, VIN:1G1ZJ57B58F with @4,585 miles. The customer has been working with DEICHMAN-WALKER CHEVROLET, INC., EASTON, 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. To make it easier for you to meet the 24 hour turnaround, please review the following options and reply with your choice:

- A) I am familiar with this customer and vehicle and I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- B) I am not aware of this particular customer or vehicle. However, I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel.
- C) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement. If the settlement requires a Repurchase, I would like to re-engage in this case. (If selecting this option, please include in your response any pertinent information you may have

- by 1) email or 2) responding to the voicemail that you received.)
- D) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement including a Repurchase, if necessary. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- E) Unfortunately, I am not aware of this particular customer case and cannot provide any information related to this customer. In addition, I am not able to have any involvement with the case handling. Please resolve this case according to the Early Resolution program policies for case settlement including a Repurchase, if necessary.

Please reply with your choice of the above options within 24 hours. Your 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,

Dianna Barber (FKA Levetta Sheppard) levetta_sheppard@gmexpert.com (866) 790-5700 ext. 21116

RELEASE OF CLAIM

| I, (hereinafter referred to as "Remy/our assigns, heirs and executors, in consideration | eleasor(s)"), on behalf of myself/ourselves and |
|---|--|
| Corporation, hereby release(s) and discharge(s) Gen | |
| authorized independent dealers, any designers and si | * |
| distributed by General Motors Corporation, and their | |
| claims, causes of action, demands, damages, and cla | |
| indirectly arise from, are related to, or are in any wa | · · · · · · · · · · · · · · · · · · · |
| | evrolet Malibu bearing Vehicle Identification Number |
| | g but not limited to any claims based on any alleged |
| defects in the subject vehicle. This Release of Claim | |
| named persons or entities from any liability regarding | · · · · · · · · · · · · · · · · · · · |
| arising out of the use or operation of the Subject Vel | |
| Notwithstanding the above, General Motors Corpora | |
| | plicable GM Protection Plans which accompanied the |
| sale of the subject vehicle. If Releasor(s) has/have i | |
| against General Motors Corporation, Releasor(s) im | mediately will dismiss the proceeding with prejudice. |
| | be tendered in the form of one check in the amount |
| of \$ 3,000.00, made payable to | and Lemberg & Associates. |
| The subject vehicle's mileage iso | n the date of the signing of this release. |
| Releasor(s) has/have carefully read and understand(s | |
| acknowledge(s) that this Release constitutes the enti- | |
| Motors Corporation, and Releasor(s) is/are not relying | ng on any representations, promises or inducements |
| other than those stated in this release. | |
| PLEASE READ CAREFULLY BEFOR YOU ARE SIGNIFYING THAT YOU HAVE REITS TERMS. | E SIGNING. BY SIGNING THIS RELEASE, EAD IT, UNDERSTAND IT, AND AGREE TO |
| I/We agree to the terms of this Release of | All Claims |
| DATE SIGNED: | |
| DATE SIGNED. | |
| Claimant's Signature | Claimant's Signature |
| | |
| Address | Address |
| | |
| City, State, Zip Code | City, State, Zip Code |
| | |
| GTLATTE OF | |
| STATE OF | |

| COUN | TY OF _ | | | | | | | | | | |
|-------|---------|------|------|-------------|------------|----------|---------|---------|----------|------------|----------|
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| | | | _ | | | | | S | ignatur | e of Notar | y Public |
| | | | _ | Pri | nt, type o | or stam | p Comm | ission | ed Name | e of Notar | y Public |
| | | | Pers | onally Kno | own | | OR Prod | luced i | dentific | ation | |
| | | | Ту | pe of ident | ification | <u> </u> | | | | | |
| | | | M | y commiss | ion expii | res: | | | | | |
| CC: F | ile | | | | | | | | | | |
| | | | | | | | | | | | |

LG0029 V6302006



Mary Williamson/Austin/GM1 02/24/2009 01:08 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com>
cc
bcc
Subject Fw:

Elizabeth,

The closing date for the control is March 2, 2009. It will take place at Deichman-Walker Chevrolet in Easton, PA. The service manager is Bill Huff but he states that Karen Yurkonis will be handling the repurchase. The phone number for the dealership is 610-297-2026. Please have your client contact the dealership on Friday Feb 27th to confirm the paperwork has been received and to schedule a time for the closing.

Thank you, Mary

Mary Williamson/Austin/GM1



Mary Williamson/Austin/GM1 02/18/2009 04:01 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com>@SITELCWEB cc

Subject RE:

Elizabeth,

I have received the hard copy of the release. I am expecting a closing date of either March 6 or March 9. I will confirm that to you tomorrow.

Thank you, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>



Eitzabeth Tylawsky <etylawsky@lemberglaw.com >

02/12/2009 12:35 PM

To mary_williamson@gmexpert.com

CC

Q.

Subject RE:

Hi Mary,

Attached is the release for the They mailed the original yesterday and I will send it in to you as soon as I receive it. Thanks.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Monday, February 09, 2009 1:22 PM **To:** Elizabeth Tylawsky

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

Have you been able to get with your client in regards to a new signed release?

Thank you,

Mary

Mary Williamson/Austin/GM1

02/02/2009 02:11 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com >@SITELCWEB cc

Subject_{RE:} Link

Elizabeth,

I have received the original docs via mail. However, unfortunately when I was processing them I realized that the release did NOT include the amount for attorney fees. Therefore the release is not for the correct amount. I have re-issued it and attached it. In order to process it for the full amount I will need your client to re-sign it. Please accept my sincere applopies for this error.

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/26/2009 12:38 PM

To_{mary_williamson@gmexpert.com} cc SubjectRE:

Hi Mary,

Attached are the documents. As I said, they are in the mail. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 26, 2009 12:33 PM

To: Elizabeth Tylawsky

Subject: RE: |

Elizabeth,

If you could fax or email me a copy I can get started on it right away.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

To_{mary_williamson@gmexpert.com} cc SubjectRE:

Mary,

I'm putting the originals with the registration in the mail to you today. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Friday, January 23, 2009 11:35 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Re:

SR: 71-670466289

VIN: 1G1ZJ57B58F

Attached is the offer and release for a repurchase. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/22/2009 01:28 PM

To_{mary_williamson@gmexpert.com}
cc
SubjectRE:

Hi Mary,

Attached is the info you needed. Please let me know if you need anything else. Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

| Sent: Wednesday, January 21, 2009 9:28 AM To: Elizabeth Tylawsky Subject: RE: |
|---|
| Yeah some banks are difficult to work with. :(|
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> |
| 01/21/2009 09:26 AM |
| |
| |

Hi Mary,

My clients did call this morning and were informed it would take at least 3-5 days for the bank to get this information. The bank is faxing it directly to me and, of course, I will send it right to you upon receipt. Sorry for the delay, who knew it could take so long?

To_{mary_williamson@gmexpert.com}

SubjectRE:

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 20, 2009 12:00 PM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

Bank of America will only release to me the payoff amount but not the finance charges or payment history. They said that the customer has to request that. Can you get your client to request a fax to include finance charges and payment history?

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

01/14/2009 03:49 PM

Tomary_williamson@gmexpert.com

SubjectRE:

Hi Mary,

I've attached the release of lien. Let me know if you need anything else. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com

Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, January 13, 2009 10:28 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I have finally received approval to offer a repurchase however I need a release of lien filled out so that I can contact the lienholder and present the offer with the current payoff and finance information. Attached is the form I need to have filled out.

Please have your client fill out and return to me asap.

Thank you, Mary

Thank you, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

01/12/2009 05:37 PM

To_{mary_williamson@gmexpert.com cc SubjectRE:}

Hi Mary,

I know you must be busy today after last week. Just trying to get caught up on everything. Any update on this one for me? Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 05, 2009 2:10 PM

To: Elizabeth Tylawsky Subject: RE:

Elizabeth,

I should have an answer for you tomorrow. Working on getting the approvals and the holidays seemed to have gotten in the way but everyone is back now.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/29/2008 01:30 PM

Tomary_williamson@gmexpert.com cc

SubjectRE:

Hi Mary,

Any update on the status of this one? Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, December 16, 2008 10:41 AM

To: Elizabeth Tylawsky
Subject: RE:

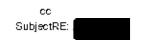
Elizabeth,

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/10/2008 11:37 AM



Hi Mary,

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]
Sent: Wednesday, December 10, 2008 10:38 AM
Tex Ellenbeth Televisia.

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

Attached is an offer for a trade for leave the offer as soon as possible.

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

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/**0**8/2**00**8 **09**:57 AM

Tomary_williamson@gmexpert.com cc SubjectRE: . Thank you Mary, I appreciate the update.

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, December 08, 2008 8:14 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

As you can imagine GM is going through some restructures and looking at things much closer now so I have to get additional approvals before proceeding with a repurchase offer. I cannot say whether this will be the offer or not but just wanted to let you know where I am on this file.

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/03/2008 08:28 AM

To_{mary_williamson@gmexpert.com} cc SubjectRE:

| - | ш | -RA | 9 | ۲V |
|---|---|-----|---|----|
| | | | | |

Great. We are looking for a repurchase. Please let me know if I can provide anything else. Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, December 03, 2008 8:27 AM

To: Elizabeth Tylawsky Subject: RE:

Elizabeth,

| I will be reviewing this file with the new repair order today. | Do you know what your client is seeking? |
|--|--|
| Mary | |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |

12/01/2008 01:37 PM

Tomary_williamson@gmexpert.com cc SubjectRE: Great, thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Monday, December 01, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

The service manager says he will fax me the new repair order today.

Mary

Email: mary_williamson@gmexpert.com

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/26/2008 01:38 PM

To_{mary_williamson@gmexpert.com} cc SubjectRE: No problem Mary, I won't be in on Friday anyways so no rush. Have a nice Thanksgiving!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Wednesday, November 26, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I can't get the service manager today. Looks like it may be Friday.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:55 PM

To_{mary_williamson@gmexpert.com}

SubjectRE:

Thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, November 25, 2008 3:55 PM

To: Elizabeth Tylawsky Subject: RE:

No. I will call the service manager and see if he has the repair order done yet.

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:52 PM

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Any update on this? The client did pick the vehicle back up, although I do not yet have the repair order. Thanks.

Elizabeth

 $\textbf{From:} \ mary_williams on @gmexpert.com \ [mailto:mary_williams on @gmexpert.com]$

Sent: Friday, November 21, 2008 1:36 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Please confirm that he took the vehicle in and if it is still at the dealership.

Mary

Mary Williamson/Austin/GM1

11/14/2008 12:32 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com >@SITELCWEB

Subject RE: Link

| Elizabeth, | |
|---|--|
| Please let me know after he takes his vehicle back so that we can re-assess the case. | |
| Mary | |
| Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |
| 11/13/2008 10:30 AM | |
| | |
| | |
| | |
| | |

The vehicle is going in next Wednesday at Deichman Walker for service. would prefer a repurchase since the issues he's had are with the steering, and a replacement vehicle would have the same steering design as this vehicle. Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Thursday, November 13, 2008 8:35 AM

To: Elizabeth Tylawsky
Subject: Re:

Elizabeth,

Is the vehicle still at the dealership? Did he return to the same dealership? Mr. Appleton was offered a trade by the dealership previously and refused as he wanted the dealership to also pay for an upgrade. If I can get approval for a trade I also will not be able to assist him in the cost of the upgrade.

Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

11/12/2008 10:29 AM

To_{mary_williamson@gmexpert.com} cc Subject

I just wanted to confirm receipt of the offer for the account of from GM. The vehicle has been in for repair five times for the steering, and has just returned for the same problem. The Pennsylvania Lemon Law statute only requires the vehicle to be out of service three times for the same issue. In light of the foregoing, we respectfully request that GM make a repurchase offer. Thank you.

Elizabeth Tylawsky
Lemberg & Associates, LLC
1100 Summer Street, 3rd Floor
Stamford, CT 06905
etylawsky@lemberglaw.com
(203) 653-2250 x107

New Release.pdf



Mary Williamson/Austin/GM1 02/18/2009 04:01 PM

To Elizabeth Tylawsky <etylawsky@lemberglaw.com>@SITELCWEB CC bcc

Subject RE:

Elizabeth,

I have received the hard copy of the release. I am expecting a closing date of either March 6 or March 9. I will confirm that to you tomorrow.

Thank you, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>



Elizabeth Tylawsky <etylawsky@lemberglaw.com

To mary_williamson@gmexpert.com

CC.

02/12/2009 12:35 PM

Subject RE:

Hi Mary,

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Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com

Telephone: (203) 653-2250 x102 Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, February 09, 2009 1:22 PM

To: Elizabeth Tylawsky Subject: RE:

Elizabeth,

Have you been able to get with your client in regards to a new signed release?

| Thank you, Mary | |
|--|---|
| Mary Williamson/Austin/GM1 | |
| 02/02/2009 02:11 PM | To Elizabeth Tylawsky <etylawsky@lemberglaw.com>@SITELCWEB cc ^{Gubject}RE:</etylawsky@lemberglaw.com> |
| | |
| Elizabeth, | |
| that the release did NOT include the | mail. However, unfortunately when I was processing them I realized amount for attorney fees. Therefore the release is not for the correct ched it. In order to process it for the full amount I will need your client ere apologies for this error. |
| Thank you, Mary | |
| Elizabeth Tylawsky <etylawsky@lemberg< td=""><td>w.com></td></etylawsky@lemberg<> | w.com> |
| 01/26/2009 12:38 PM | To mary_williamson@g mexpert.com cc SubjectRE: |

Attached are the documents. As I said, they are in the mail. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 26, 2009 12:33 PM

To: Elizabeth Tylawsky

Subject: RE:

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If you could fax or email me a copy I can get started on it right away.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/26/2009 12:12 PM

I'm putting the originals with the registration in the mail to you today. Thanks!

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

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Sent: Friday, January 23, 2009 11:35 AM

To: Elizabeth Tylawsky
Subject: RE:

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Re:

SR: 71-670466289

VIN: 1G1ZJ57B58F

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01/22/2009 01:28 PM

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Facsimile: (877) 795-3666

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Elizabeth Tylawsky<etylawsky@lemberglaw.com>

01/14/2009 03:49 PM

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Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com

| Telephone: | (203) | 653-2250 | x102 |
|------------|-------|----------|------|
| L | | | |

Facsimile: (877) 795-3666

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Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>

01/12/2009 05:37 PM

Tomary_williamson@gmexpert.com

SubjectRE:

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Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com Telephone: (203) 653-2250 x102

Facsimile: (877) 795-3666

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Monday, January 05, 2009 2:10 PM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

I should have an answer for you tomorrow. Working on getting the approvals and the holidays seemed to have gotten in the way but everyone is back now.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

Tomary_williamson@gmexpert.com cc SubjectRE:

Hi Mary,

Any update on the status of this one? Thank you.

Elizabeth

| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Tuesday, December 16, 2008 10:41 AM | |
|--|--|
| To: Elizabeth Tylawsky | |
| Subject: RE: | |
| | |

Elizabeth,

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/10/2008 11:37 AM

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]
Sent: Wednesday, December 10, 2008 10:38 AM
To: Elizabeth Tylawsky
Subject: RE:

Elizabeth,

Attached is an offer for a trade for Property Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Thank you, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/08/2008 09:57 AM

To_{mary_williamson@gmexpert.com} SubjectRE:

Thank you Mary, I appreciate the update.

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Monday, December 08, 2008 8:14 AM

To: Elizabeth Tylawsky

Subject: RE:

| _ | | | |
|---|-----|------|---------|
| _ | 170 | n ot | 'n |
| _ | iza | | . 1 1 . |

As you can imagine GM is going through some restructures and looking at things much closer now so I have to get additional approvals before proceeding with a repurchase offer. I cannot say whether this will be the offer or not but just wanted to let you know where I am on this file.

Than<mark>k yo</mark>u, Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/03/2008 08:28 AM

| Hi Mary, | |
|----------|--|
|----------|--|

Great. We are looking for a repurchase. Please let me know if I can provide anything else. Thank you.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Wednesday, December 03, 2008 8:27 AM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

I will be reviewing this file with the new repair order today. Do you know what your client is seeking?

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/01/2008 01:37 PM

Great, thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Monday, December 01, 2008 1:38 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

The service manager says he will fax me the new repair order today.

Mary

Email: mary_williamson@gmexpert.com

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/26/2008 01:38 PM

No problem Mary, I won't be in on Friday anyways so no rush. Have a nice Thanksgiving!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Wednesday, November 26, 2008 1:38 PM

To: Elizabeth Tylawsky Subject: RE:

Elizabeth,

I can't get the service manager today. Looks like it may be Friday.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:55 PM

To mary_williamson@g mexpert.com

SubjectRE:

Thanks

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, November 25, 2008 3:55 PM

To: Elizabeth Tylawsky

Subject: RE:

No. I will call the service manager and see if he has the repair order done yet.

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/25/2008 03:52 PM

Any update on this? The client did pick the vehicle back up, although I do not yet have the repair order. Thanks.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Friday, November 21, 2008 1:36 PM

To: Elizabeth Tylawsky

Subject: RE:

Elizabeth,

Please confirm that he took the vehicle in and if it is still at the dealership.

Mary

Mary Williamson/Austin/GM1

11/14/2008 12:32 PM

To Elizabeth Tylawsky <=tylawsky@lemberglaw.com >@SITELCWEB cc ${}^{Subject}{\sf RE:} \ \ \, \underline{Link}$

| Elizabeth, |
|---|
| Please let me know after he takes his vehicle back so that we can re-assess the case. |
| Mary |
| Elizabeth Tylawsky<-etylawsky@lemberglaw.com> |

11/13/2008 10:30 AM

| Hi Mary, |
|---|
| The vehicle is going in next Wednesday at Deichman Walker for service. would prefer a repurchase since the issues he's had are with the steering, and a replacement vehicle would have the same steering design as this vehicle. Thank you. |
| Elizabeth |
| |

| From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] Sent: Thursday, November 13, 2008 8:35 AM To: Elizabeth Tylawsky Subject: Re: |
|--|
| Elizabeth |

Is the vehicle still at the dealership? Did he return to the same dealership? **Leadership** was offered a trade by the dealership previously and refused as he wanted the dealership to also pay for an upgrade. If I can get approval for a trade I also will not be able to assist him in the cost of the upgrade.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

11/12/2008 10:29 AM

cc Subject I just wanted to confirm receipt of the offer for the from GM. The vehicle has been in for repair five times for the steering, and has just returned for the same problem. The Pennsylvania Lemon Law statute only requires the vehicle to be out of service three times for the same issue. In light of the foregoing, we respectfully request that GM make a repurchase offer. Thank you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com (203) 653-2250 x107



11/0

Mary Williamson/Austin/GM1

11/04/2008 03:55 PM

To jburton@lemberglaw.com
cc
bcc
Subject

Jody,

I have attached our offer and release for Charles Reiley. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.





Offer.doc Release.doc

Thank you,

Mary Williamson General Motors Business Resource Center Legal Department

7401 E. Ben White Blvd, Bldg 3

Austin, TX 78741

Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary_williamson@gmexpert.com



Mary Williamson/Austin/GM1 11/13/2008 08:34 AM

Elizabeth,

Is the vehicle still at the dealership? Did he return to the same dealership? **The provided** was offered a trade by the dealership previously and refused as he wanted the dealership to also pay for an upgrade. If I can get approval for a trade I also will not be able to assist him in the cost of the upgrade.

Mary

Elizabeth Tylawsky <etylawsky@lemberglaw.com>



Elizabeth Tylawsky <etylawsky@lemberglaw.com >

11/12/2008 10:29 AM

To mary_williamson@gmexpert.com

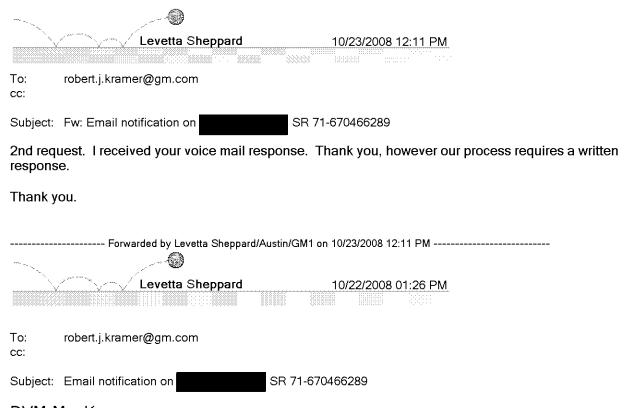
CC

Subject

Hi Mary,

I just wanted to confirm receipt of the offer for the form the form GM. The vehicle has been in for repair five times for the steering, and has just returned for the same problem. The Pennsylvania Lemon Lew stetute only requires the vehicle to be out of service three times for the same issue. In light of the foregoing, we respectfully request that GM make a repurchase offer. Thenk you.

Elizabeth Tylawsky Lemberg & Associates, LLC 1100 Summer Street, 3rd Floor Stamford, CT 06905 etylawsky@lemberglaw.com (203) 653-2250 x107



DVM Mr. Kramer:

Hi, my name is Dianna Barber. This email is to follow up on my voicemail regarding Service Request 71-670466289 for customer The customer's vehicle is a 2008 Chevrolet Malibu, VIN:1G1ZJ57B58F with @4,585 miles. The customer has been working with DEICHMAN-WALKER CHEVROLET, INC., EASTON, 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. To make it easier for you to meet the 24 hour turnaround, please review the following options and reply with your choice:

A) I am familiar with this customer and vehicle and I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)

- B) I am not aware of this particular customer or vehicle. However, I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel.
- C) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement. If the settlement requires a Repurchase, I would like to re-engage in this case. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- D) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement including a Repurchase, if necessary. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- E) Unfortunately, I am not aware of this particular customer case and cannot provide any information related to this customer. In addition, I am not able to have any involvement with the case handling. Please resolve this case according to the Early Resolution program policies for case settlement including a Repurchase, if necessary.

Please reply with your choice of the above options within 24 hours. Your 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,

Dianna Barber (FKA Levetta Sheppard) levetta_sheppard@gmexpert.com (866) 790-5700 ext. 21116

robert.j.kramer@gm.com on 10/26/2008 06:31:53 PM

| lo: cc: | levetta_sheppard@gmexpert.com kyurkonis@deichman.com |
|---|--|
| Subject: | Re: Fw: Email notification on SR 71-670466289 |
| Ms. She | ppard, |
| involved Deichma | eviewed this customer's concern and have personally driven his 2008 Malibu. My roadtest operating both vehicle and a comparable 2008 Malibu from an-Walker's dealership inventory. After the roadtest, I have determined that so operating normallythat is, within the vehicle manufacturer's design parameters. |
| manner standsti | concern appears to be of his own making as he is operating the vehicle in an abnormal by turning the steering wheel from lock-to-lock six or more times while the vehicle is at a li. |
| Malibu p vehicle. vehicle a any sale | dvised by Deichman-Walker dealership personnel that believed an uplevel new performed more to his liking, I offered to assist him with a vehicle trade into the the uplevel All would be required to pay would be the difference in MSRP between his and the uplevel vehicle. Ergo, would pay neither a mileage usage amount, nor estax on the MSRP difference, nor any title transfer fees. This offer was made in a good faith to satisfy a valued Chevrolet customer. |
| personn | ing made aware of my trade assist offer, advised Deichman-Walker dealership el that he did not want to pay anything for the higher-priced vehicle and would pursue litigation we his situation. |
| If you ha | eve any further questions regarding this customer's concern, please let me know. |
| R J Krar | |
| DVM325 | 54 |













General Motors Business Resource Center

FAX

To: Karen Yurkonis

Company:

Fax: 6102584611

Phone:

From: Mary Schwartz

Fax: 866-485-8229

Phone: 866-790-5600 x 31062

E-mail:

CC:

NOTES:

Ms. Yurkonis,

As per my conversation with Bill Huff on February 2, 2009, he stated you would be the contact person to handle the repurchase for

Please contact me if you have any questions.

Thank you,
Mary Williamson-Schwartz
Legal Agent – BRC Legal Department
Aditya Birla Minacs
1-(866) 790-5600 x 31062 | mary_williamson@gmexpert.com
Fax # 866-485-8229



Chemoral Adequae Championadiana Residuana Romaniana Chambio 1901 Residual 70 Referrito (NE 480,000 di 1908

VIA FAX ONLY

February 24, 2009.

Attention: Dealer Sales and Service Manager Dealer -Repurchase Confirmation For Internal Use Only

Customer's Name:

Service Request: 71-670466289

VIN: 1G1ZJ57B58F

Legal Agent: Mary Schwartz

CRS Phone: 1-(866) 790-5600, ext. 31062

CRS Fax #: 866-485-8229

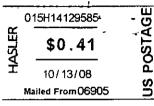
This is to advise you that General Motors has reached an agreement for a repurchase with the above reference customer. In approximately one (1) week you will receive a repurchase package from RVDC detailing the closing information. The attorney or customer has been instructed to contact you the day prior to the repurchase to verify the paperwork has arrived. The closing date for the repurchase is March 2, 2009, please schedule an appropriate time for the repurchase with the attorney or customer. In the event that the paperwork has not arrived please contact the CRS listed above and they will assist with gathering the needed information. If you have any issues with performing the repurchase please contact us immediately.

Your cooperation is greatly appreciated. If you have further questions, please contact our Business Resource Center at 1-800-231-1841 x21339 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

Mary Schwartz, ext. 31062 General Motors Corporation Main Office
1100 Summer Street
Stamford CT 06905





OCT 2 0 2008

General Motors Corporation Chevrolet Motor Division P.O. Box 33169 Detroit, MI 48232-51692

4823235169 8050

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Pennsylvania Attorney Jody Burton, Esq. jburton@lemberglaw.com (203) 653-2250 Ext. 302

October 10, 2008

VIA FIRST CLASS MAIL

General Motors Corporation Chevrolet Motor Division P.O. Box 33169 Detroit, MI 48232-51692

| Make and Model: | 2008 Chevrolet Malibu |
|----------------------|-----------------------|
| VIN# | 1G1ZJS7B58S |
| Record Owner | |
| State of Purchase or | Pennsylvania |
| Lease | |

Dear Sir or Madam:

Lemberg & Associates L.L.C. is writing on behalf of with regard to the above vehicle purchased in the State of Pennsylvania. We will file a lawsuit in this case unless it is settled by November 10, 2008. We will seek relief on our client's behalf under Pennsylvania Lemon Law, the Magnuson Moss Act, breach of warranty statutes and the Pennsylvania Unfair Trade Practices Act.

Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the lemon law and warranty period, this vehicle has been subject to repair **6 times** because of reoccurring problems with the

steering wheel. The defects in the vehicle meet the requirements of Pennsylvania Lemon Law, in that they substantially impair its use, value, and safety to our client.

Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the car until the purchase price is returned, plus expenses in handling and inspecting the car. Until you pay this amount, our 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, our client demands the return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents repossess the car will be deemed wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507.

If the seller or any creditor subject to the FTC Holder Rule has filed a financing statement covering the above vehicle, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within 10 days to terminate such security interest. Failure to do so subjects you to liability under U.C.C. § 9-404(1).

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Please note our new policy — unless we receive a settlement offer within thirty (30) days of the date of this letter, this matter will be forwarded to litigation.

Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely

Jody Burton

OCT-22-2008 18:04

DEICHMAN CHEVY

61025**84**611

P.01

3600 WILLIAM PENN HIGHWAY EASTON, PA 18045 Phone: 610-258-2384 Fax: 610-330-0865

DEICHMAN-WALKER CHEVROLET INC



| To: | Dianna Barber | | From: | Shelly/Bill Huff | | | | |
|------------|------------------------------|---------------------------------------|-------------------|--------------------|------------------|--|--|--|
| Fax: | 866-554-4011 | · · · · · · · · · · · · · · · · · · · | Date: | 10/22/2008 | | | | |
| Phone: | hone: 866-790-5700 ext 21116 | | Pages: | 45 including cover | | | | |
| Re: | | · | CÇ: | , | | | | |
| □ Urgent | XFor Review | □ Please Co | omment 🗆 P | Yease Reply | □ Please Recycle | | | |
| Dianna, | | | | | | | | |
| Here an | e the copies you requ | ested. If there is | s anything else p | lease feel free l | to contact me. | | | |
| Thạnk you. | | | | | | | | |

GM CUSTOMER INCENTIVE AND ONSTAR ACKNOWLEDGMENT















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(excludes Saturn)

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Dealer Note: This is a required document and it must be completed, signed, and retained in EVERY DEAL FILE for new retail customers even if there are no incentives or rate support available. A copy of the completed form should be provided to the customer.

Chose vandour

Transaction Details

PRINT THIS SCREEN





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

Vito 1G1ZJ57858F

Dealer Code, 15139

Transaction Date: 05/31/2008

Transaction Type: Delivery

Delivery Type: 010 - Individual Purchase

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Starus, Accepted

User D: 1w0enp

User Role: Dealer Administrator

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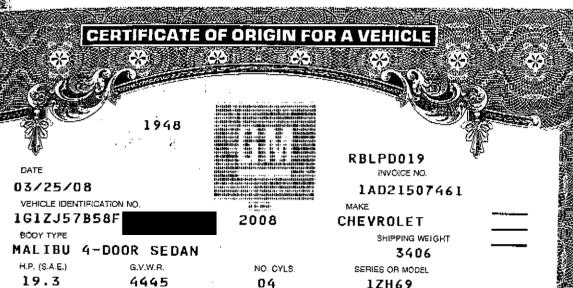
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I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

15442 MQGQNS

1ZH69

FAULKNER CHEVROLET OLDSMOBILE PO BOX 6196 LANCASTER

17607-6196

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

THIS VEHICLE*

HAS A 50-STATE

EMISSION

SYSTEM

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GENERAL MOTORS CORPORATION

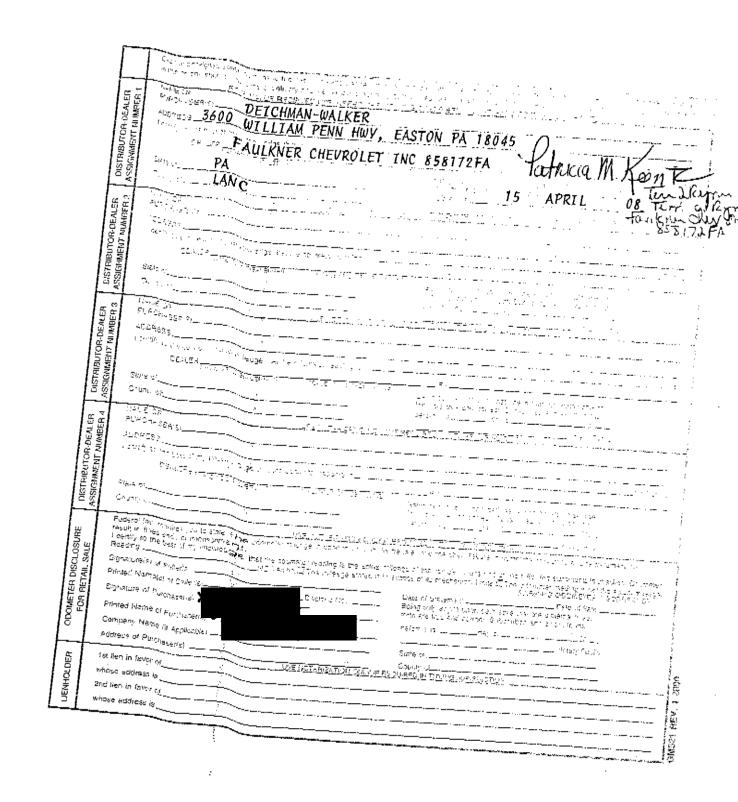
<u>SUBSIDIARIES</u>

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

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| you change your mind. This notice does not apply to home solicitation sa HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to t and we must sign it. No oral changes are binding. Buyer Signs X | his contract. Any change to this contract must be in writing |
| If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights may extend the time for making some payments without extending the time for making others. See back for other important agreements. | under this contract without losing them. For example, we |
| The Annual Percentage Rate may be negotiable with the Seller. The and retain its right to receive a part of the Finance Charge. | Seller may assign this contract |
| NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLAI YOU ARE ENTITLED TO AN EXACT COPY OF THE CON KEEP IT TO PROTECT YOUR LEGAL RIGHT | ITRACT YOU SIGN. |
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| You agree to the terms of this contract. You confirm that before you signe and you were free to take it and review it. You confirm that you received a c signed it. | ed this contract, we gave it to you, completely filled-in copy when you |
| Buyer Signs X Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract. | person whose name is on the title to the vehicle but |
| Other owner signs here X Seller Signs DEICHMAN WALKER CHEVROLET, INC 05/31/08 X | Title |
| The second secon | e) under the terms of Seller's agreement(s) with Assignee. |
| Assigned with recourse DEICHMAN WALKER CHEVROLET, INC | Assigned with limited recourse |
| Seiler By J. J. J. Seiler | Title |
| FORM NO. 553-PA (REV 8/04) U.S. PATENT NO. 0480,782 ©2003 Reynolds and Reynolds TO ORDER: www.reysuure.com; 1-800-344-0098; fax 1-8/05-831-0085 THE PRINTER MAKES NO WARRENTY EXPRESS OR MAPLES OR ST. OCONTENT OR | FILE COPY |

HOME:

171890

DEICHMAN WALKER CHEVROLET

ACCOUNTING

PAGE 1

3600 WM, PENN HIGHWAY EASTON, PA 18045 BUS. (610) 258-2386 - FAX (610) 258-4611 www.deichman.com

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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO CWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANIFECTURER'S SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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

HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

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TOTALS

DESCRIPTION

LABOR AMOUNT

BATH, PA

73137

173605

DEICHMAN WALKER CHEVROLET

3600 WM, PENN HIGHWAY
EASTON, PA 18045

BUS. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com

ACCOUNTING

DUPLICATE 1 PAGE 1

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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, their, or any other cause beyond your control or for any dalays 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 oparate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

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TOTALS

DESCRIPTION

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

173812

DEICHMAN WALKER CHEVROLET

ACCOUNTING

3600 WM, PENN HIGHWAY EASTON, PA 18045 BUS. (610) 258-2386 - FAX (610) 258-4611 www.deichman.ccm

BATH, PA PAGE 1 HOME BUS: SERVICE ADVISOR: 371 LAUREN A COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN / OUT TAG RED JEWEL 08 l 1G1ZJ57B58F CHEVROLET MALIBU 3020/3021 DEL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT INV. DATE 31MAYO8 IS 09:00 05AUG08 89.00 105AUG08 R.O. OPENED READY OPTIONS: STK:62.3 ENG:2.4L 6 TRN:4 SPD AUTO 16:22 04AUG08 13:20 05AUG08 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST TOTAL NET CK STEERING-VIBRATES ALOT-WHEN BINDS UP-99 ORDERED STEERING COLUMN 392 0.00 C 0.00 0.00 0.00 B CK FOR PULL ON STEERING WHEEL WHEN BRAKING & PULLING OUT THEN LETS GO RIGHT AWAY 99 SEE LINE A 392 C 0.00 0.00 Ò 0 0.00 0.00 SEE IF YOU CAN SWITCH TO DOORS NOT LOCKING WHEN START CAR 99 CANT CHANGE 392 C 0.00 0.00 Ō 0 0.00 0.00 NO RO PUNCH TIMES ON FILE *** ACCOUNT SALE COST CONTROL ACCOUNT SALE COST CONTROL 46000 0 22500

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<u>SALE, & COMP TOTALS</u>

MANUFACTURER'S

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF

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SALES TAX

PLEASE PAY THIS AMOUNT

DESCRIPTION

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE

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APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR

MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE

SERVICING DEALER FOR INSPECTION BY

LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 0.00TOTAL CHARGES 0.00 LESS INSURANCE 0.00 0.00

TOTALS

0.00

ACCOUNTING COPY

REPRESENTATIVE.

174256

DEICHMAN WALKER CHEVROLET

ACCOUNTING

3600 WM, PENN HIGHWAY EASTON, PA 18045 BUS. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com

BATH PA PAGE 1 HOME: BUS: SERVICE ADVISOR: 371 LAUREN A HENN COLOR YEAR MAKE/MODEL MILEAGE IN / OUT TAG 08 RED JEWEL CHEVROLET MALIBU 1G1ZJ57B58F 3565/3568 PROD. DATE WARR, EXP. PROMISED DEL, DATE PO NO PAYMENT INV. DATE: 31MAY08 IS 08:48 21AUG08 89.00 CASH 21AUG08 R.O. OPENED READY OPTIONS: STK:6213 ENG:2.4L 6 TRN:4 SPD AUTO <u> 15:59 20AUG</u>08 16:31 21AUG08 LINE OPCODE TECH TYPE A/HRS S/HRS COST COMP A CK POWER STEER INOP CAUSE: FD MOTORO IN COLUMN SHORTING OUT E7680 STEERING COLUMN REPLACEMENT 392 W 1.60 1.60 2240 12421 124.21 1 25933396 Production 20463 28648 0 425.00 286.48 FC: 6C **PART#1**: 25933396: "Fig. 1. Fig. 1. Fig. 1. The part of the fig. 3. Fig. 1. F COUNT: 1 Cola i di sociolo delektorizacio ese qua cale, e e c CLAIM TYPE: AUTH CODE: Market Market State (1997) 20463 28648 TPARTS 2040 12421 TLABOR B CK UNDER DASH -BRAKE PEDAL HITS SOMETHING WHEN LETTING GO 99 REPOSITIONED WIRE HARNESS Merce Contraction C 0.00 0.00 O 99 ORDERED DASH MOLDING & UPPER COLUMN OVER C 0.00 0.00 392 Q 0 *** NO RO PUNCH TIMES ON FILE *** ACCOUNT SALE COST CONTROL ACCOUNT SALE COST CONTROL 2240 V 28648 48000 20463



ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE ON BEHALF OF SERVICING DEALER, I MERBBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTMERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPORSENTATIVE REPRESENTATIVE.

COST, SALE, & COMP TOTALS

0

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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

26300 41069

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF

DESCRIPTION TOTALS 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 in and the THIS AMOUNT 0.00

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174636

DEICHMAN WALKER CHEVROLET

3600 WM. PENN HIGHWAY EASTON, PA 18045 BUS. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com

PAGE 2

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& COMP TOTALS

ACCOUNTING

BATH, PA HOME: BUS:

SERVICE ADVISOR: 371 LAUREN A HENN MAKE/MODEL YEAR COLOR LICENSE MILEAGE IN / OUT TAG CHEVROLET MALIBU RED JEWEI 08 1G1ZJ57B58F 4135/4141 DEL DATE PROD, DATE PROMISED WARR EXP. PO NO. RATE PAYMENT INV. DATE 09:00 06SEP08 31MAY08 89.00 CASH 05SEP08 R.O. OPENED READY OPTIONS: STK:6213 ENG:2.4L 6 TRN:4 SPD AUTO

16:01 04SEP08 10:54 05SEP08

LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL ACCOUNT SALE COST ACCOUNT SALE COST CONTROL CONTROL 46200 3454 7934 3600 48000 2467 46000 0 46300 4000 0 1900 11388 48100 26300 22500 0 6704 5900

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

SALE,

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

(hereby authorize the repair work herein eet 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 attrets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

17288

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

| DESCRIPTION | TOTALS |
|---------------------------|--------|
| 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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DEICHMAN WALKER CHEVROLET

3600 WM. PENN HIGHWAY **EASTON, PA 18045** BUS. (810) 258-2386 · FAX (610) 258-4611 www.deichman.com

ACCOUNTING

BATH, PA BUS: HOME

PAGE 1

SERVICE ADVISOR: 371 LAUREN A HENN MAKE/MODEL COLOR YEAR LICENSE VIN MILEAGE IN / OUT TAG RED JEWEL 80 CHEVROLET MALIBU 1G1ZJ57B58F 4135/4141 DEL. DATE PROD. DATE: WARR, EXP. PROMISED PO NO. RATE PAYMENT INV. DATE 31MAY08 IS 09:00 06SEP08 89.00 CASH R.O. OPENED READY OPTIONS: STK:6213 ENG:2.4L 6 TRN:4 SPD AUTO 16:01 04SEP08 10:54 05SEP08 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST A CK LOOSE MOLDIND CAUSE: FD TRIM PIECE LOOSE & REAINER DROPPED BEHIND DASH C2320 REPL I/P TRIM HAD TO R&R DASH PAD TO INST TRIM RETAINER BEHIND DASH 308 W 0.30 0.90 2025 2500 25.00 25.00 1 15946929 F-MOLDING 3454 0 2467 43.29 34.54 FC: 1D PART#: 15946929 COUNT: 1 CLAIM TYPE: AUTH CODE: 2467 3454 TPARTS 2025 2500 TLABOR B CK BRAKE PEDAL -HITTING SOMETHING 99 NO PROBLEMS FOUND 308 C 0.00 0.00 0.00 0.00 C CK PANEL ON STEERING-CRACKED 99 REPL UPPER STEERING COLUMN SHROUD 308 $_{
m ISP}$ 0.00 1.00 2250 2500 25.00 25.00 1900 0 23.81 19.00 1 15945794 F-COVER 1357 D** STEERING WHEEL SHAKES CAUSE: FD FRT TOE OUT OF ADJ. E2000 SET FRONT TOE & RD TEST 308 W 0.70 0.70 1575 5434 FC: 3A PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: 是全国的基本<mark>的企业的,在1960年,在1960年的国际的国际的</mark>国际的国际的国际的国际。 OX 99 ROTATED TIRES & RELEARNED MONITERS 15.00 0 O TPARTS 28 24 A MARK CARREST AND AND AND AN ALST STORY SAN STABOR OF A SAN ALL AND AN ARREST AND AN ARREST AND A SAN A

*** NO RO PUNCH TIMES ON FILE ***

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX PLEASE PAY THIS AMOUNT

TOTALS

DESCRIPTION

LABOR AMOUNT

PARTS AMOUNT

174636

DEICHMAN WALKER CHEVROLET

3600 WM, PENN HIGHWAY **EASTON, PA 18045** BUS. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com

PAGE 1

INTERNAL

BATH, PA HOME: BUS:

SERVICE ADVISOR: 371 LAUREN A HENN COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT TAG RED JEWEL 08 CHEVROLET MALIBU 1G1ZJ57B58F 4135/4141 DEL DATE PROD. DATE WARR, EXP. PO NO. PROMISED RATE PAYMENT INV. DATE 31MAY08 IS 09:00 06SEP08 89.00 CASH 05SEP08 R.O. OPENED READY OPTIONS: STK:6213 ENG:2.4L 6 TRN:4 SPD AUTO 16:01 04SEP08 10:54 05SEP08 LINE OPCODE TECH TYPE HOURS LIST NET

CK PANEL ON STEERING-CRACKED 99 REPL UPPER STEERING COLUMN SHROUD 308 ISP 1.00

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188 F. M. 187 M. S. C. CAPTE 25.00 12.1 25.00 1 15945794 F-COVER 23.81 19.00 19.00 D** STEERING WHEEL SHAKES

AND THE PROPERTY OF THE PROPER

CAUSE: FD FRT TOE OUT OF ADJ.

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& COMP SALE. TOTALS 4732 5900 I hersby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby ecknowledged on above vehicle to secure the amount of repairs thereto. ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE DESCRIPTION TOTALS ON BEMALE OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISSIES DECORDS WAY WITH ANY ACCIDENT, NEGLIGENCE OR LABOR AMOUNT 40.00 PARTS AMOUNT 19.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR MISC. CHARGES (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE 0.00 SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S TOTAL CHARGES 59.00 REPRESENTATIVE. LESS INSURANCE 0.00 SALES TAX I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF. 0.00 (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) **PLEASE PAY** THIS AMOUNT 59.00

174679

DEICHMAN WALKER CHEVROLET

3600 WM. PENN HIGHWAY EASTON, PA 18045 BUS. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com

ACCOUNTING

BATH, PA BUS:

PAGE 2

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| COLOR | COLOR YEAR MAKE/MODEL | | | | VIN | | | | | SEIN / OUT TAG | |
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COST, SALE, & COMP TOTALS

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

TOTALS DESCRIPTION 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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ACCOUNTING

DEICHMAN WALKER CHEVROLET

3600 WM. PENN HIGHWAY **EASTON, PA 18045** BUS. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com

BATH. PA HOME DITC.

PAGE 1

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| COLOR | YEAR | | MAKE/M | ODEL | Jerse et 175 | | VIN | | LICENSE | | | TAG |
| RED JEWEL | 08 | | VROLET | | IBU | 1G1ZJ | 57B58F | | | 4585/ | 4587 | |
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CAUSE: FD BULL#PIC4883A

H1220 R&R BRAKE BOOSTER TO INSTALL WASHERS

4275 308 W 1.90 1.90 147.50 147.50 2 11518111 WASHER 6.78 484

FC: 93

PART#: 11518111

COUNT: 2

CLAIM TYPE:

AUTH CODE:

484 678 TPARTS 14750 TLABOR

B** STEERING GETS HAD AT TIMES

CAUSE: FD MOTOR SHORTED

E7631 MOTOR AND CONTROLLER ASSEMBLY, ELECTRONIC

POWER STEERING REPLACE

308 W 1.30 1.30 1 25805894 MOTOR 2925 10092 100.92 100.92 21925 30695 0 384.71 306,95 306,95

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FC: 4X

COUNT: 1

CEATM TYPE:

AUTH CODE:

21925 30695 TPARTS

2925 210092 TIABOR C** L/F DOOR NOISEY WHEN OPENED

CAUSE: FD LINK LOOSE

B4072 REPOSITION & TIGHTENED DOOR CK LINK

308 W 0.40 0.40 900 31.05

FC: 2W PART#: COUNT: 0

CLAIM TYPE:

AUTH CODE:

| CODE. | | | |
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| ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS | I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you | A CONTRACTOR OF STREET AND ADDRESS OF THE STREET | TOTALS |
| OFFERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT | are not responsible for loss or damage to vehicle or articles | LABOR AMOUNT | 1 |
| APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART | left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by | PARTS AMOUNT | |
| A COLORED OR REPLACED LINDER THIS CLAIM HAD BEEN | unavailability of parts or delays in perts shipments by the supplier or transporter. I hereby grant you and/or your | GAS, OIL, LUBE | |
| CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR | employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose | SUBLET AMOUNT | |
| 31" TEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE | of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the | MISC. CHARGES | |
| SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. | amount of repairs thereto. | TOTAL CHARGES | |
| | | LESS INSURANCE | |
| <u> </u> | I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF. | SALES TAX | |
| (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) | | PLEASE PAY | |
| <u></u> | <u>x</u> | THIS AMOUNT | |

175384

DEICHMAN WALKER CHEVROLET

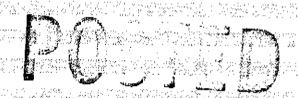
3600 WM. PENN HIGHWAY EASTON, PA 18045 BUS. (610) 258-2386 · FAX (610) 258-4611 Www.deichman.com

PAGE 1

ACCOUNTING

BATH, PA HOME: BUS:

SERVICE ADVISOR: 227 WILLIAM PILZ COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN / OUT TAG RED JEWEL 08 CHEVROLET MALIBU 1G1ZJ57B58F <u>5</u>002/5009 PROD. DATE WARR. EXP. DEL DATE PROMISED PO NO. RATE PAYMENT INV. DATE 31MAY08 IS 09:12 060CT08 89.00 100CT08 R.O. OPENED READY OPTIONS: STK:6213 ENG:2.4L 6 TRN:4 SPD AUTO 07:20 060CT08 11:<u>19 100</u>CT08 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST TOTAL A STEERING BINDS WHEN TURNING CAUSE: TIRES CAUSED EXCESSIVE DRAG ON ELECTRIC P/S SYSTEM E9740 R&I STEERING FROM STOCK UNIT AND TEST AS PER TAC REF 10524327 6 308 6 W 1 490 7 50 16875 7 58223 6 6 6 6 582 . 23 582.23 FC: 7W PART#: COUNT: CLAIM TYPE: AUTH CODE: BE 0 0 TPARTS 16875 58223 TLABOR *** NO RO PUNCH TIMES ON FILE *** ACCOUNT CONTROL ACCOUNT 58223 16875 . 26300 58223



ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR ITY OF THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

DESCRIPTION TOTALS 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

COST,

CUSTOMER #:

171390

WORKOF DER

PACE 2

3600 WM, PENN HIGHWAY EASTON, PA 18045 8US. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com

| HOME: | | BUS: | | SERV | CE ADVISOR: | 227 PIL | Z, WILLIAM | |
|-----------|---------|------------|----------------------------|-----------------------|---------------|---------------|-----------------------|----------------|
| COLOR | YEAR | MAKE/MODEL | July 1 mg of the Professor | | VIN | LICENSE | MILEAS | EIN/OUT TAG |
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| DEL DATE | | WARR EXP. | | ED (1) (1) (1) | PO NO | 自从TE | PAYMENT | INV. DATE |
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| R.O. OPEN | | READY | OPTION | | 5213 ENG:2. | 4L_6 TRN | :4_SPD_AU | ľO |
| 29MAY2008 | | r meron r | ESCRIPTION | MC/TMQTT | OTICITTONIS | | | |
| # A | DE TECI | | K CENTER | CONSOLE | -SEEMS LOC | Se total | g et langer (de et va | |

EXCLUSION OF WARRANTIES

Quin (H)

Any warranties on the parts and accessories sold hereby are made by the manufacturar. The undersigned purchaser understands and agrees that dealer makes no warranties of any dirid, express or implied, and disclaims all warranties, including warranties of morcher till buy or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be flable for incidental or consequential damages or committed warranties; excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or srcicles left in vehicle in case of fire, theft or any other cause beyond your control or for any dalays 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 descubed on streets, highways or elsewhere for the purpose of testing and/or inspection. An express in schanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifracase.

| | PRELIMINARY | EŞTIMATE | \$ <u>_</u> |
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| REVISED ESTIMATE (1) | DATE | TIME | BY | |
| REVISED ESTIMATE (2) | | <u> </u> | | _ |
| REVISED ESTIMATE (3) | | | | |
| | | | **** ******* | ,,= |

HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVACE OF THE ABOVE REVISED ESTIMATES:

TECHNICIAN COPY

10 DEICHMAN CHEVY 6102584611 ALL INFORMATION MUST BE FILLED OUT AND TIME TICKETS ATTACHED

| Complaint A: | AND THE CONTRACT OF THE CONTRA |
|--|--|
| Cause A: Found B/side Ancher Bolt was cross Threaded and and was not against Console body | only in about Ye' |
| Correction A: Had To retrace Threads in Anchor Not and Bolt RAFERT Pass. Seat IN order To do so, plong with center console | Had To remove |
| Complaint B: | |
| Cause B: STRAIGHT FLAT RATE PRICE R.O. NO. / 7/890 TIME OFF | 4 05· |
| Correction B: | 1 36 |
| Complaint C: | |
| Cause C: | |
| Correction C: | |
| Complaint D: | |
| Cause D: | |
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| Complaint E: | |
| Cause E: | |
| Correction E: | |
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CUSTOMER #:73137

173605 WORKORDER

3600 WM, PENN HIGHWAY **EASTON, PA 18045** 8US. (610) 258-2386 - FAX (610) 258-4611 www.deichman.com

| BATH, PA | DIIĆ. | | | | | www.deichma | n.com` | |
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PAGE 2

IN FRT END OVER BUMPS-LIKE AIR RELEASE CK FOR NOISE SOUND

DAS ENVIRONMENT

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness 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 losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warrenties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary more? and agree that you are not responsible for loss or damage to vehicle or articles left in vahicle in case of tire, theft or any other cause beyond your control or for any delays a last a subject of the supplier or tronsporter I here y minth you and/or your employees permission to operate the vehicle herein dux life or attach, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic is in its hereby acknowledged on above vehicle to secure the amount of repairs thereto. The deals such a testing and or artifects of a military to the control of a military of a military that the property of a military of a military that the property of a military of a military of a military that the property of a military of a mil not responsible for damages from freezing due to lack of antifreeze.

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HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL

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ALL INFORMATION MUST BE FILLED OUT AND TIME TICKETS ATTACHED

| Complaint A: | |
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| Cause A: | (a) C- CX FOR SHAKE OR TSTHOTHL + LOOSHEDS |
| Correction A: | A) C- ROAD TEST IS MILE LOTTH LONG LEFT + |
| Complaint B: | OF PECT IN STEERTHL + COULD HET FEEL |
| Cause B: | ANY LOODMESS IN STEERENT ALSO CK |
| Correction B: | Bam For Dire's R HO Dire's SET, ALSO NO BULLETING OR PI'S FOUND. |
| Complaint C: | (B) TESECURED UPPER DASH MOLDING |
| Cause C: | <u>C7367.3</u> |
| Correction C: | COMPRESSIAND, CHORNOL) |
| Complaint D: | |
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DEICHMAN CHEVY 6102584611 OCT-22-2008 10:11 P.25 173812 CUSTOMER #:73137 WORKORDER 3600 WM. PENN HIGHWAY **EASTON, PA 18045** PAGE 2 BUS. (610) 258-2386 · FAX (610) 258-4611 BATH. $\mathbf{P}\mathbf{A}$ www.deichman.com BUS: HOME: SERVICE ADVISOR: 371 HENN, LAUREN A TAG LICENSE MILEAGE IN/ OUT \overline{NN} MAKE/MODEL COLOR YEAR <u>⋠</u>o⋜! 1G1ZJ57B58F CHEVROLET MALIBU RED JEWEL 98 PAYMENT INV. DATE RATE PROD DATE WARR EXP. PROMISED PO NO. DEL DATE 89.00 CASH 09:00 05AUG08 31MAY08 ΙŚ STK:6213 ENG:2.4L 6 TRN:4 SPD AUTO R.O. OPENED READY OPTIONS: 04AUG2008 16:22 DESCRIPTIONS/INSTRUCTIONS TYPE LINE OF CODE TECHCK STEERING-VIBRATES ALOT-WHEN BINDS UP-W Secretaria de la composición dela composición de la composición de la composición dela composición dela composición dela composición de la composición dela composición granger where the CK FOR PULL ON STREETING WHEEL WHEN BRAKING W THEN LETS CO RIGHT AWAY YOU CAN SWITCH TO DOORS NOT LOCKING WHEN START SEE ΙF CAR 10-14-14-14038 **EXCLUSION OF WARRANTIES** PRELIMINARY ESTIMATE \$ Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of morchanubility or litness

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 losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, ethiciency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the recessary material and agree that you are not make mean set tool to do one stony with the makesanty materials and agree that you are not responsible for loss or damage to vehicle or arrivelede in case of stre, their or any other cause beyond your control or for any deays caused by unavailability of parts or delays in parts shipments by the supplier or transporters, it everly green your and/or your employers permission to operate the vehicle herein described on streets. highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lion is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

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11 DEICHMAN CHEVY 6102584 ALL INFORMATION MUST BE FILLED OUT AND TIME TICKETS ATTACHED

| Complaint A: | | | | |
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| Cause A: | # 1445 | | | |
| Correction A: | | | | |
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| Complaint B: | The state of the s | | | |
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| Cause B: | | | | 770 W. W. W. |
| Correction B: | | | | |
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| Complaint C: | P | | A THE STREET STREET, STREET STREET, ST | |
| Cause C: | | | ************************************** | TTT TO THE SECOND AND SECOND AND SECOND ASSESSMENT OF THE SECOND ASSESS |
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| Correction C: | | | | |
| Complaint D: | 784 VINE 3 -1 Mile 20 VIVII - 786 - 1 | | | |
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| Cause D: | STORY OF THE STORY | SAFEKARI SA | | |
| Correction D: | AND AND THE RESIDENCE OF THE PARTY OF THE PA | | | |
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| Complaint E: | The state of the s | , and the second of the second | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | |
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| A DATE OF THE PARTY IS ADDRESS. | TOTAL SECTION AND ADDRESS OF SECTION ASSESSMENT ASSESSM | | | |
| Correction E: | , | | | |

OCT-22-2008 18:11 DEICHMAN CHEVY P.27 174256 CUSTOMER #:73137 WORKORDER 3600 WM. PENN HIGHWAY EASTON, PA 18045 PAGE 2 BUS. (610) 258-2386 · FAX (610) 258-4611 www.deichman.com BUS: HOME SERVICE ADVISOR: 371 HENN, LAUREN MILEAGE IN/OUT LICENSE MAKE/MODEL COLOR 7B58F CHEVROLET MALIBU RED JEWEL 90 PAYMENT INV. DATE PO NO. PROMISED PROD. DATE WARR, EXP. DEL DATE 89.00 08:48 21AUG08 31MAY08 ENG:2.4L 6 TRN:4 SPD AUTO STK:6213 READY OPTIONS: R.O. OPENED 20AUG2008 15:59 DESCRIPTIONS/INSTRUCTIONS CK POWER STEER INOP BRAKE PEDAL HITS SOMETHING UNDER LASH В **EXCLUSION OF WARRANTIES** PRELIMINARY ESTIMATE \$ Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness 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 losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. AUTHORIZED BY X ΒY TIME DATE RAVISED BUTIMATE (1) REVISED ESTIMATE (2) reasonable safety, efficiency, or comfort, **AUTHORIZATION FOR REPAIRS** I hereby authorize the repair work harein set forth to be done along with the necessary moterial 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 clsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze. REVISED ESTIMATE (3) HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

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| Complaint A: | · power steering inop |
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| Cause A: | Pound internal problem in column |
| Correction A: | repl column |
| Complaint B: | bruke pedal hits something |
| Cause B: | wire homes contacting brute pedal apositioned homes |
| Correction B: | |
| Complaint C: | molding broken on passenger side |
| Cause C: | ordered molding |
| Correction C: | |
| Complaint D: | |
| Cause D: | TIME 18 0 NO 124 25T4 TIME 01 13 55 |
| Correction D: | PIME HEST PRICE TOPERNO CONTROL TO NO. NO. NO. NO. NO. NO. NO. NO. NO. NO |
| Complaint E: | |
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CUSTOMER #:73137 WORKORDER 3600 WM. PENN HIGHWAY **EASTON, PA 18045** PAGE 2 BUS. (610) 258-2386 · FAX (610) 258-4611 BATH, $\mathbf{P}\mathbf{A}$ www.deichman.com BUS: HOME SERVICE ADVISOR: 371 HENN, LAUREN A MILEAGE IN/ OUT TAG LICENSE MAKE/MODEL COLOR YEAR 1G1ZJ57B58F 80 CHEVROLET MALIBU RED JEWEI INV. DATE PROMISED PAYMENT PROD. DATE WARR EXP. PC NO. RATE DEL DATE 89.00 CASH 09:00 05SEP08 31MAY08 READY OPTIONS: ENG:2.4L 6 TRN:4 SPD AUTO R.O. OPENED STK: 6213 04SEP2008 16:01 INSTRUCTIONS DESCRIPTIONS CK LOOSE MOLDIND HITTING SOMETHING PEDAL В CK PANEL ON **EXCLUSION OF WARRANTIES** PRELIMINARY ESTIMATE \$ Any warrentles on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warrentles of any kind, express or implied, and disclaims all warrantics, including warrentles of merchantability or fitness 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 losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by AUTHORIZED BY X BY DATE TIME REVISED ESTIMATE (1) dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with PEVISED reasonable safety, efficiency, or comfort. **AUTHORIZATION FOR REPAIRS** TEVISED ESTIMATE (3) I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or domage 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 teating and/or inspection. An express mechanic's lien is I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL - OF THE ABOVE REVISED ESTIMATES; hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze. COPY

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| Cause A: | CENES have pec 75,500 |
| Correctio | Paplaco apper Steering Column Shrand E7225-0-6 |
| Complair | nt B: V Add L Litting Something |
| Cause B: | could not deplicate |
| | in B: 5-58-57 Custerer Show Me. It C: V Term on P/S IP/secked |
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2008 Chevrolet Malibu | Malibu (VIN Z) Service Manual | Document ID: 1410260

Power Steering Control Module Programming and Setup Power Steering Control Module (PSCM) Setup

After replacing the power steering motor and module assembly the following 3 procedures must be performed. After replacing the steering column assembly only the steering position sensor and the torque sensor calibration procedures must be performed. The steering position sensor and torque sensor calibration procedures should also be performed after a suspension alignment. Certain steering symptoms can be corrected by performing the steering position sensor and torque sensor calibration procedures such as:

- Poor, or uneven return to center
- · Poor, or uneven on center feel

Steering Position Sensor Calibration

- 1. Install the scan tool.
- 2. Turn ON the ignition, with the engine OFF.
- 3. Center the steering wheel.
- 4. With the scan tool select Special Functions.
- 5. Select Steering Position Sensor Calibration and press the Enter key. The scan tool screen will flash Calibration in Progress then display Calibration Complete.
- 6. Press the exit key.
- 7. Use the scan tool in order to clear any EPS DTCs.

Important: After turning OFF the ignition, allow 25 seconds of wait time before performing any procedures that require the vehicles battery to be disconnected, or module memory loss may occur.

8. Turn OFF the ignition.

Torque Sensor Calibration

- Install the scan tool.
- Turn ON the ignition, with the engine OFF.

Important: After centering the steering wheel, remove hands and other objects from the steering wheel and ensure the suspension is relaxed and no bias, or uneven force is being applied to the steering system.

- 3. Center the steering wheel.
- 4. With the scan tool select Special Functions.
- 5. Select Torque Sensor Calibration and press the Enter key. The scan tool screen will flash Calibration in Progress, then display Calibration Complete.
- 6. Press the exit key
- 7. Use the scan tool in order to clear any EPS DTCs

Important: After turning OFF the ignition, allow 25 seconds of wait time before performing any procedures that require the vehicles battery to be disconnected, or module memory loss may occur.

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DEICHMAN CHEVY

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8. Turn OFF the ignition.

Steering Tuning Selection

- 1. Install a scan tool.
- 2. Turn ON the ignition, with the engine OFF.
- 3. With the scan tool select Special Functions
- 4. Select Steering Tuning Selection and press the enter key. The scan tool screen will flash Selection in Progress, then display Selection Complete.
- 5. Press the exit key.
- 6. Use the scan tool in order to clear any EPS DTCs.

Important: After turning OFF the ignition, allow 25 seconds of wait time before performing any procedures that require the vehicles battery to be disconnected, or module memory loss may occur.

7. Turn OFF the ignition.

DETCHMAN-WALKER CHEVROLET 3600 WILLIAM PENN HWY. EASTON, PA. 18045 610-256-2384

| Name Addres | 3 4 | POTENT PARAMETERS | | | | | Vm | | | ************************************** | | |
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Actual | Before | Specified Range|

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The steering wheel was level before the alignment. The steering wheel is currently level.

-0.0° 0.39° 0.06°

Cross Camber Total Toe Thrust Angle

174679 CUSTOMER #:73137 WORKORDER. 3600 WM. PENN HIGHWAY EASTON, PA 18045 PAGE: 2: BUS. (610) 258-2386 · FAX (610) 258-4611 PΑ BATH, www.deichman.com BUS: HOME: SERVICE ADVISOR: 371 HENN, LAUREN LICENSE MAKE/MODEL TAG COLOR YEAR MILEAGE IN/OUT CHEVROLET MALIBU 1G1ZJ57B58F 80 RED JEWEI RATE PAYMENT PROMISED PO NO. INV. DATE PROD DATE WARR EXP DEL DATE 89.00 31MAY08 10:00 08SEP08 STK: 62 3 ENG: 2.4L 6 READY OPTIONS: R.O. OPENED 08SEP2008 08:21 DESCRIPTIONS/INSTRUCTIONS TYPE LINE OF CODE TECH CK BRAKE PHDAL HITTING SOMETHING **EXCLUSION OF WARRANTIES** PRELIMINARY ESTIMATE \$ Any warranties on the parts and accessories sold hereby are made by the mailtinitier. The undersigned purchaser understands and agrees that dealer makes no ultrantities of any kind, express or implied, and disclaims all warranties, including warranties of merchantal kind of the same appropriate purpose, with regard to the parts and/or accessories purchased, and the file of AUTHORIZED BY X event shall dealer be liable for incidental or consequently damages or commercial losses arising out of such purchase. The undersigned purchase further agrees that the warrantes excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality of that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. TIME ΒY DATE REVISED ESTIMATE (1) REVISED ESTIMATE (2) **AUTHORIZATION FOR REPAIRS** REVISED ESTIMATE (3) I hereby authorize the repair work herein set forth to be done along with the nucessary 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 inchanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES: not responsible for damages from freezing due to lack of antifreeze. COPY TECHNICIAN 2 10

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| OCT-22-2008 | *: <u>ALL INFORMATION MUST BE FILLED OUT</u> |
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| | AND TIME TICKETS ATTACHED |
| Complaint A: | chark book padol/hitting Something |
| Cause A: | ake podal Assembly Contacting Steering Column |
| Correction A: | Repair as pa#pac4883A (ATTATORE) |
| | R+R GODIES Brake booster and Install Spacers HIRLD- |
| 1.77/ | Staring gets hard at Timbs |
| Cause B: | 1055 of power ASS:5T/INTOINE/ MOTER MEHATION |
| Correction B: | DES AND Teplace Electric power Steering NOTES |
| | |
| Complaint C: | v for 1/4 down being norsy whan opposed |
| | 145 on checklink Excessing loose |
| Correction C: | Reposition + reterque d/s front door clack link |
| Complaint D: | |
| Cause D: | |
| Correction D: | (3.6) Office 308 |
| Complaint E: | 8/6° 1000 2 1000 |
| Cause E: | 2 TIME TOPS = 13 08 |
| Correction E: | STRAIGHT FLATHATE R.O. NO. 765 75 TIME TIME (HRS.) PRICE EMPINO OPER NO. OPER NO. OPER NO. OPER NO. |
| der general general en de servicio de la companya d | Raymolds and Reymolds C0236118 O (0101) |

2008 Chevrolet Malibu | Malibu (VIN Z) Service Manual | Document ID: 2153799' - -

#PIC4883A: Brake Pedal Clunk Possible Brake Drag C0131 - keywords adjust adjustable column drag electronic EPS odor power steer steering - (Jun 16, 2008)

Subject:

Brake pedal Clunk Possible Brake drag C0131

Models:

2008 Chevrolet Malibu

2008 Pontiac G6 2008 Saturn Aura

Above vehicles with (EPS and Adjustable pedals)



This PI was superseded to update models. Please discard PIC4883.

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

Condition/Concern:

Condition:

Some customers may comment that with the steering wheel adjusted in the full down position, there may be a clunk when the brake pedal is released. The clunk can be felt in the steering wheel as well. There may also be a code C0131 setting and possibly have comments of brake drag as well.

Cause:

The EPS (Electronic Power Steering) column motor housing is contacting the bracket for the adjustable pedals.

Recommendation/Instructions:

Correction:

- 1. Remove brake booster from cowl, keeping the gasket with the booster
- 2. Install one washer, p/n 11518111, on each stud of the brake booster and reinstall booster. The washer should be positioned between the cowl and the seal.
- 3. The new brake pedal position must be learned, otherwise the brake lights may be on with out pedal apply. To learn the new pedal position follow theses sets.
 - a) Install Tech2/ candi Module and access Body systems/ BCM/ Module set up/ BPP Sensor © 2008 General Motors Corporation. All rights reserved.

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P.37

Calibration and follow the instructions.

Important: The BPP sensor calibration should be done with the steering column in the full down position.

4. Evaluate that there is no clunk noise when the pedal is released and the steering column is in the full down position and that the brake lights are off with the pedal released.

Note: If a new booster seal is needed the part number is 22729487.

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

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



OCT-22-2008 10:15 DEICHMAN CHEVY P.30 →175384~ OMER #:73137 **WORKORDER** 3600 WM, PENN HIGHWAY EASTON, PA 18045 PAGE 2 BUS. (610) 258-2386 · FAX (610) 258-4611 BATH, PΑ www.delchman.com HOME: BUS: SERVICE ADVISOR: 227 PILZ, WILLIAM TAG MILEAGE IN/OUT LICENSE MAKE/MODEL COLOR 08 CHEVROLET PAYMENT RATE PROD DATE WARR EXP. PROMISED DEL DATE 89.00 31MAY08 09:12 06OCT08 ENG: 2.4L 6 TRN: 4 SPD AUTO R.O. OPENED OPTIONS: STK: 6213 READY 9.6369806QCT2008 07:20 TYPE DESCRIPTIONS/INSTRUCTIONS LINE OP **EXCLUSION OF WARRANTIES** PRELIMINARY ESTIMATE \$ Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a perticular purpose, with regard to the parts and/or accessories purchased; and that in no event shell dealer be liable for incidental or consequential damages or commorcial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort. AUTHORIZED BY X TIME DATE REVISED ESTIMATE (1) REVISED CSTIMATE (2)

I hereby authorize the repair work herein set forth to be done along with the neussary meterial 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 grent you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

Copyright 2000 ADP, Inc. SERVICE WORKORDER #2 XSW2C

AUTHORIZATION FOR REPAIRS

TECHNICIAN COPY

CEVISED ENTIMATE (3)

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

OCT-22-2008 18:16

:16 DEICHMAN CHEVY 6102584611 ALL INFORMATION MUST BE FILLED OUT AND TIME TICKETS ATTACHED

P.39

| Complaint A: | Steering binds when Tenns |
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| Cause C: | STRAIGHT FLAI HAILE R.O. NO. 1 75394 TIME OUT 0 1959 FINE (HRS.) PRICE R.O. NO. 1 75394 TIME OUT 0 1058 |
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3600 William Penn. Highway Easton, Pa. 18045 610-258-2386



TO OUR EARLY MORNING OR LATE EVENING SERVICE CUSTOMERS

- 1. WRITE YOUR ORDER ON THIS ENVELOPE.
- 2. LOCK YOUR CAR AND PARK IT IN THE ASSIGNED AREA. DO NOT LEAVE CAR IN DRIVEWAY.
- 3. PLACE YOUR KEYS IN THIS ENVELOPE.
- 4. BE SURE TO LEAVE A PHONE NO. WHERE YOU CAN BE REACHED.
- 5. DROP ENVELOPE IN MAIL SLOT IN SERVICE ENTRANCE DOOR.
- 6. SIGN ENVELOPE IF NOT SIGNED WE CAN'T WORK ON VEHICLE.

| Q. QIQIY EIYYEESI E YI IVQ I EIYE | |
|--|---|
| NAME: | LIC. PLATE: |
| | |
| ADDRESS: | |
| CITY: Bath Pa zip: | _ Mileage: |
| Tierre Tierre | siness Phone: |
| What time will you call for your car? Call who | en 15 done a.m./p.m. |
| Year: 68 Make & Model: Malib | Color: Red |
| FOR PA INSPECTION - ENCLO USE THIS HANDY | |
| ☐ Change Oil ☐ Change Oil Filter ☐ Chassis Lube ☐ | □ Emission Service □ Adjust Belts □ Replace Wiper Blades □ Adjust Clutch □ Service Automatic Trans. □ Service Muffler □ Replace Muffler □ Replace Shocks □ Scope Engine □ State Inspection |
| 11/14 Questions Prase | 26 |
| I AUTHORIZE ABOVE WORK TO A LIMIT OF (CIR | a with the necessary material, and hereby grant you |
| and/or your employees permission to operate the will elsewhere for the purpose of testing and/or inspection. A on above vehicle to secure the amount of repairs thereto delays in parts shipments beyond dealers control nor for in case of fire, theft or any other cause beyond our of SERVICE, I am unable to receive a copy of the estimated | An express mechanic's lien is hereby acknowledged Dealer not responsible for unavailability of parts or loss or damage to vehicle or articles left in vehicle control. I understand, because of the EARLY BIRD |
| PLEASE SIGN XYOU WILL BE CALLED AND GIVEN AN ESTIMATION UNLESS OTHERWISE ARRANGED. | |
| Time of call : A.M. P.M | Okay Yes □ No □ |
| Do you want old parts? Yes □ No □ | |
| EBE-5599-CUST | Heymolds and Reynolds FL4890 C (3/07) |

2008 Chevrolet Malibu | Malibu (VIN Z) Service Manual | Document ID: 1774870

Steering Effort Hard or Too Easy in One or Both Directions (EPS)

| Condition | Action |
|---|--|
| The battery power is low. | Confirm proper battery voltage. |
| The intermediate shaft dash seal is binding. | Adjust the dash seal, or replace the intermediate shaft assembly if necessary. |
| The intermediate shaft joints are loose or worn. | Inspect the joints and the pinch bolts for damage, and replace the intermediate shaft if necessary. Refer to Intermediate Steering Shaft Replacement. |
| The steering gear is binding. | If necessary, inspect and replace the steering gear. Refer to Steering Gear Replacement |
| The upper steering shaft is bent. | If necessary, replace the steering column. Refer to Steering Column Replacement. |
| The assist mechanism hub gear is misaligned or damaged. | Replace the steering column. Refer to <u>Steering Column</u> Replacement. |
| The sensor wire is damaged. | Replace the steering column. Refer to <u>Steering Column</u> Replacement . |
| The controller is malfunctioning. | Confirm the DTC. If necessary, replace the motor/module assembly. Refer to <u>Power Steering Assist Motor</u> Replacement. |
| The motor shaft is binding. | Confirm the DTC. If necessary, replace the motor/module assembly. Refer to Power Steering Assist Motor Replacement. |

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in/sen)

6621

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.

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



2008 Chevrolet Malibu | Malibu (VIN Z) Service Manual | Document ID: 2096333

#06-02-32-002C: Normal Operating Characteristics of Electric Power Steering (EPS) System During Extended Lock-to-Lock Turns (Maximum Steerign Wheel Rotation) and/or DTCs C0176 and C0476 Set - (Apr 10, 2008)

Subject:

Normal Operating Characteristics of Electric Power Steering (EPS) System During Extended Lock-to-Lock Turns (Maximum Steering Wheel Rotation) and/or DTCs C0176 and C0476 Set

Models:

2004-2008 Chevrolet Malibu, Malibu Maxx (excluding 2006-

2007 SS and 2007 Maxx models)

2005-2008 Chevrolet Cobalt, Equinox

2006-2008 Chevrolet HHR

2005-2008 Pontiac G6 (excluding 2006-2007 GTP, 2006-2008 Convertible

and 2007-2008 GT models)

2005-2006 Pontiac Pursuit (Canada Only)

2006-2008 Pontiac Torrent

2007-2008 Pontiac G5

2002-2008 Saturn VUE

2003-2007 Saturn ION

This bulletin is being updated with the 2008 model year. Please discard Corporate Bulletin Number 06-02-32-002B (Section 02 - Steering).

The purpose of this bulletin is to inform technicians of normal operating characteristics of the electric power steering system (EPS) when the steering wheel is turned in either direction for an extended period of time.

When the steering wheel is turned to its maximum rotation, the power steering control module (PSCM) will command the maximum amount of current to the EPS motor. If the steering wheel is held in this position for an extended period of time, the PSCM will go into overload protection mode to avoid system thermal damage. In this mode, the PSCM will limit the amount of current commanded to the EPS motor, which reduces steering assist levels.

If the PSCM detects a high system temperature and the overload protection mode is invoked, DTC C0176 "System Thermal Error" may be set. On some models, DTC C0476 "Electric Steering Motor Circuit Range/Performance" may also be set. These DTCs indicate normal PSCM action (reduced steering assist) to prevent thermal damage to power steering system components.

Refer to Power Steering System Description and Operation in SI or the appropriate Service Manual © 2008 General Motors Corporation. All rights reserved.

DERCHMAN - MALKER CHEVROLET SEASTON, PA. 18045 618-256-2584

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The steering wheel is currently level.

6102584611 P.45

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| Telephone Volicle (VIII) License Technician hileage Time Printed 10/6/08 | | <u> </u> | | | | | | | | | | |
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The steering wheel is ourrently level.



denise.zobel@gm.com 12/19/2008 06:49 AM

To mary_williamson@gmexpert.com

CC

| | bec | |
|-----------------------------|---------|-----------------------------------|
| | Subject | Re: Fw: |
| | | |
| | | |
| no, | | |
| Denise | | |
| | | |
| | | |
| mary_willamson@gmexpert.com | | |
| | | ^{To} denise.zobel@gm.com |
| 12/18/2008 01:51 PM | | ос |
| | | Subject Fw: |

Denise,

You approved this for a trade repurchase only, however as per the customers attorney's email below they on only want a repurchase. The customer does not want the same model and most likely not even another GM vehicle. Would you reconsider your decision and approve a straight repurchase so we can avoid a lawsuit on this case?

| Thank you, | |
|--|--|
| Mary | |
| — Forwarded by Mary Williamson/Austin/GM1 on 12/18/2008 01:44 PM — Elizabeth Tylawsky <etylawsky@lemberglaw.com></etylawsky@lemberglaw.com> | |
| | ^{To} mary_williamsen@gmexpert.com |
| 12/16/2008 10:45 AM | oc |
| | Subject RE |

The reason why he does not want a replacement vehicle is because of the power steering in the vehicle. He has adamantly refused to accept the same vehicle again for this reason. I'm having a hard time even convincing him to go into another GM vehicle because he has such a lack of faith now. Anything you can do would be great Mary and if I can provide anything else, please let me know. Thank you!

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com]

Sent: Tuesday, December 16, 2008 10:41 AM

To: Elizabeth Tylawsky
Subject: RE:

Elizabeth.

I currently only have authorization for a trade. Do you know why he is insisting on a repurchase. Perhaps if I knew the circumstance I could convince them to approve a repurchase.

Mary

Elizabeth Tylawsky<etylawsky@lemberglaw.com>

12/10/2008 11:37 AM

To mary_william.son.@gmexpert.com cc Subject RE:

Hi Mary,

I did speak with the client regarding this offer. The dealership did previously offer a replacement vehicle when he first started having issues, but he is just not interested in a replacement vehicle from GM. I'm having trouble convincing him to accept anything other than a repurchase. Anything else you can do for me here? Thanks so much.

Elizabeth

From: mary_williamson@gmexpert.com [mailto:mary_williamson@gmexpert.com] **Sent:** Wednesday, December 10, 2008 10:38 AM

| To: | Elizab | eth | Tylawsky |
|-----|--------|-----|----------|
| Sub | ject: | RE: | |
| | | | |

Elizabeth,

Attached is an offer for a trade for the second second Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.

Than<mark>k yo</mark>u, Mary

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

April 27, 2011

Kent, MA

RE: Service Request: 71-753205641

2009 Malibu

Vehicle Identification Number: 1G1ZH57B99F Customer Relationship Specialist: Monica Marquez

Dear

Thank you for taking the time to contact General Motors regarding your vehicle. I am aware of the concern you are having with your 2009 Malibu; however, I have been unsuccessful in my attempts to reach you. At your earliest convenience, please contact the General Motors Product Allegation Resolution Assistance Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time and ask for Monica Marquez.

Thank you for giving General Motors this opportunity to be of assistance. We hope to earn your trust and respect with every contact you have with General Motors Product Allegation Resolution Department.

Sincerely,



Service request: 71-753205641

Vehicle Identification Number: 1G1ZH57B99F

Customer Relationship Specialist: Monica Marquez

Dear

Thank you for allowing us the opportunity to review the product allegation involving your 2009 Chevrolet Malibu. Unfortunately, our attempts to reach you by phone on 8/27/2009, 8/28/2009, 8/28/2009 were unsuccessful.

Therefore, we will not be able to take any further action regarding your concern until we have an opportunity to discuss this with you. We will continue to hold your file open for 10 days.

Please contact our Business Resource Center at 1-866-790-5700 ext.21072 Monday through Friday between 9:00 a.m. and 5:30 p.m., Eastern Time. Please refer to your service request number above when calling.

Sincerely,

General Motors Corporation

PA0005 V05112006 columbiams

INFORMATION Redacted PURSUANT TO THE FREEDOM OF **INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)** DEC 2 1 2007.

Reinbursement Department P.O. Box 33170 48232\$5170

Detroit. M1 48232-5170

HATTIESBURG MS 394

17 DEC 2007 PM 1 L

CUSTOMER REIMBURSEMENT CLAIM FORM

| This section to be completed by Claimant | | | | | |
|---|--|--|--|--|--|
| Date Claim Submitted: 11-13-07 | | | | | |
| 17-Digit Vehicle Identification Number (VIN): 82 Z H 548 X 5 4 | | | | | |
| Mileage at Time of Repair: 50377 Date of Repair: 11-15-07 | | | | | |
| Claimant Name (please print): | | | | | |
| Street Address or PO Box Number: | | | | | |
| City: Columbia State: MS ZIP Code: | | | | | |
| Daytime Telephone Number (include Area Code): | | | | | |
| Evening Telephone Number (include Area Code) | | | | | |
| Amount of Reimbursement Requested: \$ 100,00 | | | | | |
| The following documentation must accompany this claim form. | | | | | |
| Original or clear copy of all receipts, invoices, and/or repair orders that show: | | | | | |
| The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) | | | | | |
| My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter. | | | | | |
| Claimant's Signature: | | | | | |

Please mail this claim form and the required documents to:

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

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



CUSTOMER REIMBURSEMENT PROCEDURE

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

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

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

If your claim is:

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

Please follow the instructions on the Claim Form provided on the reverse side to file a claim for reimbursement. If you have any questions or need assistance, please contact the Pontiac Customer Assistance Center at 1.800.620.7668 (TTY 1.800.833.7668).

This was file on my extended waranty.

82672 41011 Mack Grubbs Motors, Inc. *INVOICE* 1480 Highway 98 East Columbia, Mississippi 39429 Phone 601-736-3432 COLUMBIA MS PAGE 1 HOME BUZ: SERVICE ADVISOR: 104 TIFFANY OLIVER COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN / OUT TAG PONTIAC G6 1G2ZH548X54 BLUE 05 50377/50377 DEL. DATE PROD, DATE WARR, EXP. PROMISED RATE **PAYMENT** INV. DATE 18FEB05 DD 0.00 L'CASH 17:00 13NOV07 15NOV07 R.O. OPENED READY OPTIONS: STK:NC52118 13NOV07 15NOV07 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL A CUSTOMER STATES POWERSTEERING LIGHT COMES ON AT TIMES 9995 REPLACED POWER STEERING CONTROL MODULE 106 WALLEY, STUART LIC#: 3974 CPC 104.84 104.84 1 25805894 MOTOR 353.78 353.78 1353.78 PARTS: 353.78 LABOR: TOTAL LINE A: 104.84 OTHER: 0.00 458.62 B CUSTOMER STATES CHECK FOR RATTLE IN STEERING WHEEL WHEN TURNING 9995 REPLACED STEERING RACK 106 WALLEY, STUART LIC#: 3974 CPC TO LEE WORKS *[__/* 69.89 69.89 1 15858369 GEAR KIT 279-68:--279.68 279.68 PARTS: 279.68 LABOR: 69.89 OTHER: 349.57

February 7, 2011



Service Request: 71-594289771

Customer Relationship Specialist: Anne Parks

Dear

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

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

We have reviewed your request for reimbursement on the steering control module that you had repaired. We regret that we are unable to reimburse you the amount you requested because the part replaced is not the part covered by this special coverage.

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

Sincerely,

Pontiac Customer Assistance Center

February 7, 2011



Service Request: 71-594319509

Customer Relationship Specialist: Alex Page

Dear

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

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

We have reviewed your request for reimbursement on the power steering pinion gear that you had repaired. We regret that we are unable to reimburse you the amount you requested because the part replaced is not the part covered by this special coverage.

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

Sincerely,

Pontiac Customer Assistance Center

RESEARCH TRIANGLE REGION 19-DEC 2007 PM 1 L TIM DEU 2 1 LOU! Reimbursement Bept. PO BOK 33170

Detroit, MI 48232-5170

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CUSTOMER REIMBURSEMENT CLAIM FORM

| This section to be completed by Claimant | | | | | | | |
|---|--|--|--|--|--|--|--|
| Date Claim Submitted: Dec. 19, 2007 | | | | | | | |
| 17-Digit Vehicle Identification Number (VIN): 16226528354 | | | | | | | |
| Mileage at Time of Repair: 41,799 Date of Repair: 2/21/07 | | | | | | | |
| Claimant Name (please print): | | | | | | | |
| Street Address or PO Box Number: | | | | | | | |
| City: RAleigh State: NC ZIP Code: | | | | | | | |
| Daytime Telephone Number (include Area Code): | | | | | | | |
| Evening Telephone Number (include Area Code): | | | | | | | |
| Amount of Reimbursement Requested: \$) ゆっとり | | | | | | | |
| The following documentation must accompany this claim form. | | | | | | | |
| Original or clear copy of all receipts, invoices, and/or repair orders that show: | | | | | | | |
| The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) | | | | | | | |
| My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter. Claimant's Signature: | | | | | | | |
| | | | | | | | |

Please mail this claim form and the required documents to:

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

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

0009168/GMR2V071129R14 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).



THOMPSON CADILLAC-PONTIAC-GMC 2600 WAKE FOREST RD. • RALEIGH, NC 27609





| | - 1 | 0 | V - | - | | |
|---|-------------------|---|---|------------------|---|---|
| CUSTOMER NO. 68029 | ADVISOR/ | | | 3/ | INVOICE DATE | INVOICE / |
| 08023 | EGINA BE | PLATE | 148 | <u> 3289</u> | 02/21/07 | PNCS335946 |
| | Digen to le | | MICES | 41,798 | SPORT RED M | |
| | YEAR / MAKE / MOD | DEL. | | | DELIVERY DATE | DELIVERY MILES |
| RALEIGH, NC | | AC/G6/4DR SD | N | | 11/23/04 | |
| - | VIN# 1 G 2 7 | G 5 2 8 3 5 | . 4 | | SELLING DEALER # | PRODUCTION DATE |
| | F.Y.E. | <u> </u> | P. O. | | R. O. DATE | - |
| · | | _ | | | 02/19/07 | |
| LINGTHY PRODUCT | REMARKS | | | | | мо: 41799 |
| ABOR & PARTS | | | | | TERMS: CASH UNLES: | S ARRANGEMENTS MAD |
| MAY OSPNZ | STARIC TECH | I(S):033[35]] 🖏 | | #_ WARRANTY | DISCLAIMER | OF WARRANTIES |
| CHECK NOISE WHEN TURNING IN FRONT AR ADVISE | EA-SEE PAUL | . У. | | | THE ONLY WARRANTIES, IF ANY | APPLYING TO THESE PARTS, AND I BY THE MANUFACTURES. THE SEL |
| STEERING GEAR INTERNAL NOISE. | | | | | MEREBY EXPRESSLY DISCLARGE APPLIED, INCLUDING ANY IMPLIE | ALL WARRANTIES, EITHER EXPRESS D WARRANTIES OF MERCHANTASS |
| REPLACED STEERING GEAR AND SET FRONT | TUE. | | | | LASSIANES MOR AUTHORIZES AND | PUMPOSE, AND THE SELLER NETT FOTHER PERSON TO ASSUME POI TH THE BALE OF THESE PARTS AND |
| PARTSQTYFP-NUMBERDESCRIPT | ION | UNI | T PRICE- | | SERVICES BLYER SHALL NOT BE ANY CONSEQUENTIAL DAMAGES | ENTITLED TO RECOVER FROM BELL DAMAGES TO PROPERTY, DAMA |
| 10B # 1 | 08 | | · · · · · | WARRANTY | FOR LOSS OF USE, LOSS OF TIME. OTHER INCIDENTAL DAMAGES. | LOSS OF PROFITS OR HIDDIE, OR |
| 008 ∰ 1 -1 15858368 CORE RET | UKN | JOB # 1 TOTA | PARTS | WARRANTY 0.00 | SERVICE DIREC | CT (919) 828-8139 |
| | | - | - | | | (800) 543-6537 |
| | JOB# | 1 TOTAL LABOR | & PARTS | 0.00 | | 9) 834-0311 |
| (ISCCODEDESCRIPTION | | ····CONTROL NO- | | | , | • |
| 10B # 1 T TAX | | | | 10.48 | | |
| 108 # 1 OLCP CUSTOMER COPAYMENT. | | | 335946 - MISC | 150.00 160.48 | | |
| | | IGIAL | · 1130 | 100.40 | | |
| CONNECTOR | | •••••• | • | | | |
| PAUL V. | | | | | | |
| TOTALS | | • | | | | |
| M PARTS INSTALLED CARRY A 12 HONTH, 12,000 HILE | DADTS AND | TOTAL LA | RAD | 0.00 | | |
| ABOR WARRANTY WHICH EVER OCCURS FIRST. | FARTS MED | TOTAL PA | | 0.00 | | |
| • | THE 1815 | TOTAL SU | BLET | 0.00 | | |
| YOU MAY RECIEVE A SURVEY FROM THE MANUFACTURER IN "EW DAYS. IF FOR ANY REASON YOU CANNOT GRADE US" | COMPLETELY | TOTAL G. Total hi | 0.6 SC CHG | 0.00 160.48 | | |
| SATISFIED" PLEASE CONTACT KENT MARIMAN AT 919-645 | -2040 OR | TOTAL MI | SC DISC | 0.00 | | |
| IOHN REEVES 919-645-2039 IN THE SERVICE DEPARTMEN | Τ. | TOTAL TA | X | 0.00 | | |
| THANK YOU FOR YOUR BUSINESS. | | TOTAL IN | VOICE \$ | 160.48 | | |
| | | TO THE IN | | 100.40 | | |
| Justomér Payment : () Cash () Check.# | | | | | | |
| CHARGE (CREDIT CARD | | | | | | |
| \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | | , | | | | |
| PAYMENT DATE | ()-1/ | 1 | | | | |
| <i>U-0</i> | | // | | | | |
| | | | | | | |

CUSTOMER SIGNATURE



Minimum Payment Due for Credit Access Line

Total Minimum Payment Due

Previous Balance

Payment, Credits

Opening/Closing Date: Payment Due Date:

04/10/07

02/17/07 - 03/16/07 CUSTOMER SERVICE

In U.S. 1-800-792-0001 Español 1-888-446-3308 TOD 1-800-955-8060

Pay by phone 1-800-436-7958 Outside U.S. call collect

1-302-594-8200

\$156.00

\$156.00 ACCOUNT INQUIRIES

P.O. Box 15298

Wilmington, DE 19850-5298

| 1/10 A | CICALATUS | SE CLIMANA DV | |
|--------|-----------|---------------|--|
| VIDA | SIGNATU | RE SUMMARY | |

Account Number: 4147 2020 1860 5871 PAYMENT ADDRESS

P.O. Box 15153 \$6,187.01 \$7,000 Credit Access Line

\$137

Wilmington, DE 19886-5153

Available Credit +\$988.14 Purchases, Cash, Debits \$1,400 VISIT US AT: Cash Access Line Finance Charges +\$87.74 Available for Cash

\$137 www.chase.com/creditcards

\$6,862.99 New Balance

SOUTHWEST AIRLINES RAPID REWARD VISA CARD SUMMARY

-\$399.90

Previous balance Reward Dollars earned on other purchases 889 Total Reward Dollars earned this statement 1,811 Reward Dollars transferred to Credits 1,200 Remaining Reward Dollars 611 Reward Dollars unavailable for redemption 0 Rapid Rewards Credits transferred

For more information on Southwest Airlines Rapid Rewards program, log on to couthwest com or call 1-800-445-5764

Southwest will automatically issue a roundtrip Award for every 16 credits you earn in a twenty-four month period.

Every time you make a purchase with your Southwest Airlines Rapid Rewards Visa card, you will earn Reward Dollars. For every 1,200 Reward Dollars earned you will receive one Rapid Rewards credit. Earned credits will be transferred within 30 days of this statement.

TRANSACTIONS

| Trans | | Amount | |
|-----------------------|--|----------|-------|
| Date Reference Number | Merchant Name or Transaction Description | Credit D | Debit |
| 02/17 | WYNDHAM WESTSHORE FB 813-2864400 FL | \$28 | 8.77 |
| 02/17 | NORDSTROM #765 TAMPA FL | 74 | 4.90 |
| 02/17 | SONNYS REAL PIT BAR B Q PINELLAS PARK FL | 56 | 6.69 |
| 02/24 | HAMRICK'S OF RALEIGH 919-2318428 NC | 240 | 0.02 |
| 02/24 | SRI SHOE WAREHOUSE RALEIGH NC | 30 | 0.96 |
| 02/22 | THOMPSON CADILLAC OLDS RALEIGH NC | 160 | 0.48 |
| 02/24 | ECKERD DRUGS #2362 RALEIGH NC | | 2.66 |
| 02/28 | SHEETZ 00003616 RALEIGH NC | 14 | 4.37 |
| 02/28 | MINNESOTA! ST PAUL MN | 36 | 6.99 |
| 03/03 | WAL-MART #1565 WILLISTON NO | 30 | 0.67 |
| 03/02 | CURVES - LITCHFORD ROA RALEIGH NO | 29 | 9.00 |
| 03/02 03/03 | TRIANGLE NITE CLUB SIDNEY MT | 45 | 5.00 |
| 03/05 | COLDSTN CREAM#511 Q24 BISMARCK ND | ··· | 5.36 |
| 03/05 | AMOCO OIL 06477129 BISMARCK ND | 51 | 1.40 |
| 03/07 | SHEETZ 00003616 RALEIGH NC | 27 | 7.89 |
| 03/07 | NC MUSEUM OF ART RALEIGH NC | 35 | 5.00 |
| 03/08 | Payment Thank You Electronic Chk | 300.00 | |
| 03/12 | FOOD LION #0572 RALEIGH NC | | 2.44 |
| 03/13 | CVI*NORTHSTYLE 800-336-5666 MA | 99.90 | |
| 03/14 | CVI*NORTHSTYLE 800-336-5666 MA | 94 | 4.90 |
| 03/14 | STONEWOOD GRILL & TAVERN RALEIGH NC | 10 | 0.64 |





| COPI | | -POINT NSPECTION | | Ú, |
|--|---|--|---|-------|
| Name: | / Year/Model: | Date | D: | |
| Bonois Order #: | VIN (last 8 digits):O | domotor. NAT. | MI | |
| nepair Order #: | VIIV (last 8 digits): U | dometer: MI: | MII | |
| | | | | |
| | INTE | RIOR | | |
| Star Subscription a | activated | Remaining engine of | l life:% Reset: N/A | ·: |
| b <u>60</u> | | Air Conditioning Perf | formance | |
| WIPER BLADES | | ND TREAD DEPTH | . CHECK BATTERY | |
| LF Rear (if applicable) Windshield condition Cracks Chips | B/32 or Greater LF 7/32 to 4/32 3/32 or Less PSI@:set to:PSI 8/32 or Greater LR 7/32 to 4/32 3/32 or Less PSI@:set to:PSI (Checomorphic Checomorphic Checo | ### PSI@:set to:set to: | PSI PSI Battery condition | |
| | | | | |
| CHECK FL | LUID LEVELS | CHECK BRAKES/ME | EASURE FRONT AND REAR LININGS | |
| OK FILLED | REQUIRES ATTENTION | 7 г | mm (9/32) | |
| Engine oil | | LF 6 mm | 1 (8/32) | _ RF |
| Brake fluid reservoir | | - 3 | A. I. | |
| Transmission (if equipped w | v/dipstick) | 7 mm | m m | |
| Coolant recovery reservoir | | LR | | RR |
| Power steering | ·· | | | |
| Windshield washer | _ | Lowest Front Lining | Lowest Rear Lining | |
| T WILLIAM WASHEL | | Brake system (also ii | ncluding lines, hoses and parking brake |) |
| | NAL CHECKS | | COMMENTS | |
| Inspect for visible leaks: | | | | |
| Fuel system (also including | - | ╡ <u></u> | | |
| Engine, transmission, drive | axie, transfer case | | | |
| Shocks and struts – also ch | neck operation | Consultant: | | |
| Inspect visual condition: | -oor operation | Technician: | | |
| Belts: engine, accessory, se | erpentine, and/or V-drive | | CE VISIT RECOMMENDATION | |
| Hoses: engine, power steer | <u> </u> | | | |
| Engine air filter and cabin a | | Date: | Time: | |
| Steering components and s | | Reason for Maintenance: | | |

| | SIMPLIFIED MAINTENANCE | | | | | | | |
|----------|------------------------|------------|-------------|--|----|------------|-------------|------|
| | MI | ☐ Required | ☐ Performed | | MΠ | ☐ Required | □ Performed | |
| A 0000 O | | | | | | | | 0.00 |

CV drive axle boots or driveshafts and U-joints

Exhaust system components

CERTIFIED MAIL.



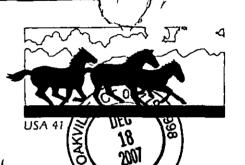
200F 52PO 0007 4853 3147

UNITED STATES POSTAL SERVICE

0000 48232

PAID OAKVILLE.CT 05779 DEC 18. 07 AMOUNT

\$4.97



PETURN RECEIPT REQUESTED

Reinbursement Dep P O BOX 33170

Detrot MI 48232-5170

TEC 21

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

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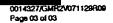
CUSTOMER REIMBURSEMENT CLAIM FORM

| This section to be completed by Claimant |
|--|
| Date Claim Submitted: 990-2006 |
| 17-Digit Vehicle Identification Number (VIN): 1G/2T54845F |
| Mileage at Time of Repair: 4241 Date of Repair: 9-25-07 |
| Claimant Name (please print): |
| Street Address or PO Box Number: |
| City: Waterbury State: CT. ZIP Code: |
| Daytime Telephone Number (include Area Code) |
| Evening Telephone Number (include Area Code): |
| Amount of Reimbursement Requested: \$ <u>554.49</u> |
| The following documentation must accompany this claim form. |
| Original or clear copy of all receipts, invoices, and/or repair orders that show: |
| The name and address of the person who paid for the repair. Claimant above The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) |
| My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense Lincurred 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







LOEHMANN BLASIUS CHEVROLET-CADILLAC, INC.

INT 84 AT SCOTT ROAD • P.O. BOX 2510 • WATERBURY, CT 06705 (203) 753-9261 Service Dept. Hours 7:30 AM - 5:30 PM MON - FRI



259020 DATE/TIME IN: 9/25/2007 7:25 DATE/TIME CUT: 9/25/2007 16:19 SU# DOC COUNT: PASSE SA: SAMUEL GAMEZER í 01 1G1ZT54845F 2005 CHEVROLET MALIEU LS BLACK EMGINE: 3.5L Va LIC. NO E WATERBURY CT 9100LL STK#: MILES INVOUT ARABI / ARBAN SVC 067E# 12/12/2004 SALESPERSON: JARRILL. JASON K CUSTOMER STATES THERE IS A CLUNK "HEN YOU THIS THE STEERING WHEEL. THOORRECT PRESSURE CAUSE: MINDEN PRODUCT CONCERN-TECH CHANGED THE STEEKING SH TECH COMM: ATT. REPL STEERING SHFT REPAIR 1 SALE TYPE: WARRANTY WTY DECODE: EZZOO HRS: .50 PRIMARY TECH: 476 WARR PARTS: THE QTY PRYCE SALE TYPE DESC PARTS MYY 可应从公共的工学 22687711 SHAFT KIT Y GH TECH NOTED DURING REPAIRS THAT THE VEHICLE HERDS 2 LIBE 2X UPPER STRUT MOUNTS. TECH REPLACED BOTH UPPER STRUT KOUNTS. TECH COMM: STRUT MOUNTS. REPAIR SALE TYPE: CUSTOMER IN \$284.00 OPCODE: OL 中位手列合作学 『生じ居 このでき PRIOR SALE TORK PP OTY 1-1-- E 59,676 EUSTONER PAY PR \$5**7.**67 115636674 PROME-UM. 62,040 CUST CMER PAY \$62.0% 15836873 MOUNT N GM \$407.11 LIHE TOTAL LINE ALIGH FRONT END ALIGH FRONT END REPAIR **\$89.95** SALE TYPE: CUSTOMER PA OPCODE: 17 PRIMARY TECH: 476 \$89.7% LINE TETAL \$15 Goodwrench & Go maintenance backard

PRIMARY TECH: 476

1.

LINE AS MJ

OPCODE: Z2159

CAUSE:

REPAIR

"%" Following the line number denotes added numberion.

-515 Goodwrench & Go maintenance package

MISC COURTESY/SHUTTLE

continued

FC.

SALE TYPY'S WARRANTY

98

MITY

DELIBERTATION OFFICELL, GENUMA TUSTAINER ST TIE THERE IS A CLUNK WHEN YOU TURN THE LINE 1 WE STEERING WHEEL. F C 1 INCUPRECT PRESSURE CAUSE 10 DAY PROTIET CONDERSTED CHARGED THE STEERING FR TECH CONTR REPL STEETING SHIT REFAIR j EALE TYPE: WARRANTY WTY DECODE: 87700 EFG: 50) PRIMARY TECH: 476 MARK PARTO: FP QTY PRICE SALE TYPE DESC PARTS WIY VARRAHTY 22682711 SHAFT KIT Y 1 $(5)^{m}$ TECH NOTED DURING REPAIRS THAT THE VEHICLE NEEDS 2 LIME 2% THEFT STEET MOUNTS. TECH SEPLACED BOTH UPPER STRUT MOUNTO. TECH COMM: STRUT MOUNTS. REPAIR 1 SALE TYPE: CUSTOMER FA \$286.00 OPCODE: OL PRIMARY TECH! 476 TP GTY SALE TYPE PRICE DESC "คศัวโร 59.070 CUSTOMER PAY PR ¥5**9**.50° N 1 15036674 FOUNT (3)1 62.040 CUSTOMER PAY PR \$62.... 1,5936870 HOUNT N 3. ," h. 9407.11. LINE TOTAL ALTON FROM END ..IHE * *** REPAIR 1 ALTON FRONT END SALE TYPE: CUSTOMER FA \$89.95 DECODE: 17 PRIMARY TECHN 426 \$89.._.95 LINE TOTAL \$15 Good French C. Go maintenance backage JINE 44 MJ FOR QQMISC COURTESY/SHUTTLE CAUSE - 515 Spudomench & So maintenance backage REPAIR i. WITY SALE TYPE: KARRAMIY OPCODI: IZ157 PRIMARY TECH: 473 The state of the s "%" Following the Time and senotes added open fibe. PLEASE IS SURE TO RETURN YOUR ON SURVEYATA'S OUR REPORT CARD \$375.93 LABUR \$121.IL PARTS \$20.43 MISC MATERIALS \$20 - &B HAZD MATERIALS TAX (CT SALES TAX) \$31.07 \$569,49 CUSTOMER TOTAL

We guarantee our service work for 90 days or 4,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge.

CUSTOMER SIGNAT

PAYMENT (CASH

THANK YOU

554.49

\$569.49

-)

White-OFFICE FILE COPY Yellow-CUSTOMER COPY Pink-WARRANTY COPY





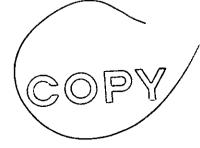
LOEHMANN BLASIUS CHEVROLET-CADILLAC, INC.

INT. 84 AT SCOTT ROAD • P.O. BOX 2510 • WATERBURY, CT 06705 (203) 753-9261 , Service Dept. Hours 7:30 AM - 5:30 PM MON - FRI



| SOH | 244382 | DATE/TIME IN: 12/01/2006 SA: DAVID HUGHES | 7:55 DATE/TIME OUT: 12/01/2006 14:27 DOC COUNT: 1 PAGE: 1 |
|------|-----------------------------|--|--|
| WATE | RBURY | CT CT | 1G1ZT54845F 2005 CHEVROLET MALIBU LS BLACK ENGINE: 3.5L V6 GTK#: 9100LL MILES IN/OUT 31599 / 31599 SVC DATE: 12/12/2004 SALESPERSON: JARRELL, JASON K |
| LINE | 1. | CUSTOMER STATES CLUMK I | ADISE MHEN TURNIAD TOURNAM \$510 |
| OPCC | IR 1 DE: 313 MARY TEC | | SALE TYPE: CUSTOMER PA \$.00 |
| LINE | 2 | FREE MULTI-POINT INSPE | ROLLO |
| | DE: 20 | PERFORM FREE MULTI-FOI | NT INSPECTION. SALE TYPE: SERVICE DEF INT |
| PRIM | MARY TE | DH: 405 | |
| | | PLEASE BE SURE TO RETU | RN YOUR GM SURVEY.IT'S OUR REPORT CARD |
| cus | TOMER S | IGNATURE | CUSTORER TOTAL \$.90 |

Recept-from First time I told them of the steering wheel noise







BLASIUS CHEVROLET-CADILLAC, INC.

INT. 84 AT SCOTT ROAD • P.O. BOX 2510 • WATERBURY, CT 06705 (203) 753-9261 Service Dept. Hours 7:30 AM - 5:30 PM MON - FRI

LOEHMANN



50% 245307 DATE/TIME IN: 12/20/2006 7:40 DATE/TIME OUT: 12/20/2006 15404 DOC COUNT: 5 PAGE: 1 SA: SAMUEL GAMÈZER 1G1ZT54845F 91 2005 CHEVEOLET MALIBU LS BLACK EMBINE: 3.5L VS WATERBURY STK4: 9100LL MIGES INVOUT 32187 / 32182 SVC DATE: 12/12/2004 SALESPERSON: JARREL , JASON K. CUSTOMER STATES THERE IS A MOTSE FACE OF THE THE STEERING WHEEL, SOP GEAR TO IN. FO: 2L INCORRECT PRESSURE CAUSE: TECH REPLACED THE STEERING GEAR AND REALISHED THE TECH COMM: FRONT END. REPAIR 1 REPL STEERING GEAR SALE TYPE: WARRONTY WTY OPCODE: E9740 HRS: 1.60 PRIMARY TECH: 405 WARR PARTS: ምም ነቸል PRICE DALE TYPE DESC PARTS WIY 星色医海南耳子 15858368 GEAR GM 15858368 CORE SALF N 1 **一种生物的有效性的** WTY GM WIY 15858368 CORE RENU 8 111-GM. CUSTOMER STATES PLIASE TOWARD THE CD PLAYER IT MAKE LINE 2 OJ S A WEIRD SOUND WHEN IC'S NOT DRIVING CONSTINES HOE SH'T WORK.

CAUSE

COMPONENT - INOPERATIVE

TECH COMM:

CD PLAYER INDP DRIERE, NE RADIC.

REPAIR 1 OPCODE: R0762 REMOVE RAGIOZORDERED ERCHARGE UNIT. SALE TYPE: WARRAHTY

WTY

HRS: .50

PRIMARY TECH: 405

PLEASE BE SURE TO RETURN YOUR OH SURVEY. IT S OUR REPORT CARD

CUSTOMER SIGNATURE

CUSTOMER TOTAL

\$.00

Receipt from the second time I told them of the steering problem, (CODV)



WHoy, ct.

Receipt of payment

LOEHMANN BLASIUS CHEVROLET SCOTT RO HATERBURY CT 06722 203-753-9261

Merchant ID: 000000812692 Term ID: 00239650 Ref #: 0012

Sale

VISA Entry Method: Swiped

Total:

554.49

09/25/07

16:22:41

Inv #: 000012 Appr Code: 025376

Apprvd: Online Batch#: 000182

Customer Copy

THANK YOU!

February 7, 2011



Service Request: 71-594320947

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 upper strut mounts that you had repaired. We regret that we are unable to reimburse you the amount you requested because the part replaced is not the part covered by this special coverage.

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

Sincerely,

Chevrolet Customer Assistance Center

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

February 7, 2011



Service Request: 71-594371281

Customer Relationship Specialist: Pinkie Smith

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.

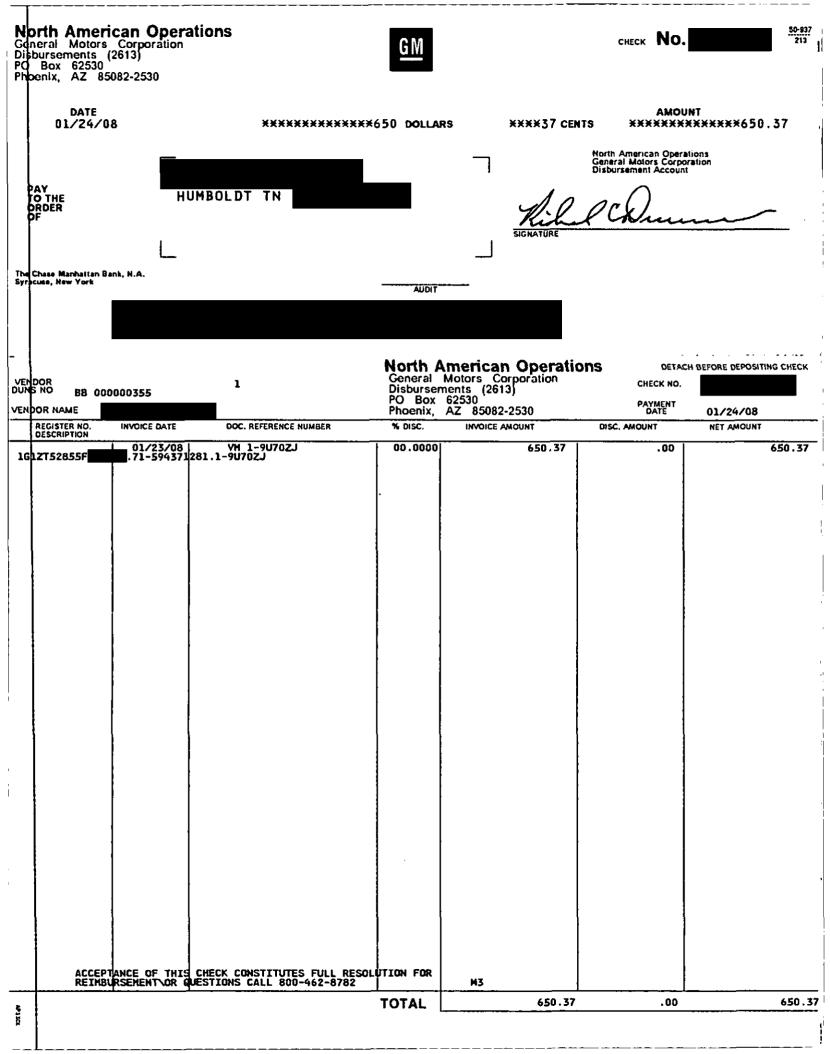
We have reviewed your request for reimbursement on the steering column that you had repaired. Although we regret that we are unable to reimburse you the full amount you requested, we are happy to inform you that we will reimburse you for the amount that pertains to the special coverage. We have enclosed a check in the amount of \$650.37.

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.



JACKSON TN 383 20 DEC 2007 PM 1.1 Humboldt, In Rembursement Department P.O. Box 33170 **USA 41** Detroit, MI 48232-5170

CUSTOMER REIMBURSEMENT CLAIM FORM

| This section to be completed by Claimant |
|--|
| Date Claim Submitted: 5-16-2007 |
| 17-Digit Vehicle Identification Number (VIN): 1G1ZT52855F |
| Mileage at Time of Repair: Date of Repair: |
| Claimant Name (please print): |
| Street Address or PO Box Number: |
| City: HvmboldT State: Tenn ZIP Code |
| Daytime Telephone Number (include Area Code): |
| Evening Telephone Number (include Area Code): |
| Amount of Reimbursement Requested: \$ 760.36 |
| The following documentation must accompany this claim form. |
| Original or clear copy of all receipts, invoices, and/or repair orders that show: |
| The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) |
| My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter. |
| Claimant's Signature: |

Please mail this claim form and the required documents to:

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

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

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).

4 Septa

PAGE 1 OF 2

CUSTOMER COPY

CHEVROLET CADILLAC 189 STONEBRIDGE BLVD. JACKSON, TN 38305 (731) 660-8880 FAX (731) 660-3338







CHRYSLER-JEEP 175 STONEBRIDGE BLVD. JACKSON, TN 38305 (731) 660-5501 FAX (731) 660-5352

| 58403 | RONNIE ARNOLD 84 | 7 1954 | 05/16/07 | CVCS190007 |
|--|---|----------------------|---------------------------|-----------------------|
| | LABOR RATE LICENSE NO. | MILEAGE 41,279 | COLOR WHITE/ | STOCK NO. CP1909 |
| HUMPOLDT TN | YEAR/MAKE/MODEL 05/CHEVROLET/MALIBU/4 DO | OR SEDAN | DELIVERY DATE 01/13/07 | DELIVERY MILES 38,137 |
| HUMBOLDT, TN | VEHICLE ID, NO. 1 G 1 Z T 5 2 8 5 5 F 1 | | SELLING DEALER NO. | PRODUCTION DATE |
| | F. T. E. NO. P. O. N | 0. | 05/15/07 | |
| | COMMENTS | | 03/13/07 | MO: 41286 |
| ABOR & PARTS | | • • • | | MO. 41280 |
| # 1 15CVZ STEERING/SUSPENSION CUSTOMER STATES CHECK POWER STEEL HAS GONE OUT ON WAY TO DEALERSHIP | | 317.95 | | |
| ARTSQTYFP-NUMBERDESCI 10B # 1 1 15926870 COLU | RIPTIONUNIT PRIO MN 6.518 391 JOB # 1 TOTAL PAR | .31 391.31 | | |
| | JOB # 1 TOTAL LABOR & PART | rs 709.26 | | |
| # 2 15CVZ-1 STEERING/SUSPENSION CUSTOMER STATES CHECK VEHICLE PU TEST DRIVE-PULL PRESENT-ADJUST A | LLING TO LEFT WHILE DRIVING LL TIRE PRESSURES AND | 0.00 | | |
| TEST DRIVE-VEHICLE STILL PULLING SEE JOB 4 | -RECUMMEND 4 WHEEL ALIGN | / | ND | CIALA |
| ARTSQTYFP-NUMBERDESC | RIPTIONUNIT PRIO JOB # 2 TOTAL PAR | CE- FS 0.00 | UN | GINAK |
| | JOB # 2 TOTAL LABOR & PAR | rs d .00 | } | |
| # 3+01CVZ03K 3000 MILE SERVICE CHANGE OIL AND FILTER COMPLETE CHASSIS LUBRICATION TOP OF ALL FLUIDS CHECK AND ADJUST TIRE PRESSURE ADJUST TIRE PRESSURES. INSPECT D AIR FILTER SCHEDULED MAINTENANCE | TECH(S):0611 | INTERNAL | | |
| CHANGED OIL AND FILTER, COMPLETE REQUIRED, TOPPED OFF ALL FLUID L PRESSURES. | D CHASSIS LUBRICATION AS EVELS AND ADJUSTED TIRE | | | |
| ARTSQTYFP-NUMBER | RIPTIONUNIT PRIG ER 1.836 W30B 8.800 JOB # 3 TOTAL PAR | INTERNAL INTERNAL | | |
| | JOB # 3 TOTAL LABOR & PAR | |] | |
| # 4+00CVZA4 4 WHEEL ALIGN FOUR WHEEL ALIGNMENT PREVENTIVE MAINTENANCE PERFORM FOUR WHEEL ALIGNMENT | TECH(S):658 | 79.95 | | |
| ARTSQTYFP-NUMBERDESC | RIPTIONUNIT PRI JOB # 4 TOTAL PAR | CE- TS 0.00 | | |
| | JOB # 4 TOTAL LABOR & PAR | TS 79.95 | | |
| SUBLETPO#VEND INV#-INV.DATE-DESC IOB # 1 75946 739983 05/16/07 RENT | | 21.99 | | |
| 7005 4 05 0 | | | | |

[CONTINUED ON NEXT PAGE] 04:50pm

Segra

CHEVROLET-CADILLAC 189 STONEBRIDGE BLVD. JACKSON, TN 38305 (731) 660-8880 FAX (731) 660-3338







CHRYSLER-JEEP 175 STONEBRIDGE BLVD. JACKSON, TN 38305 (731) 660-5501 FAX (731) 660-5352

| 58403 | RONNIE ARN | IOLD | 847 | 1954 | 05/16/07 | CVCS19000 |
|---|---|------------------------|-----------|-----------------------------|---------------------------|--------------------|
| | LABOR RATE | LICENSE NO. | MILEA | 41,279 | COLOR | STOCK NO CP1909 |
| HUMBOLDT, TN | YEAR/MAKE/MODEL 05/CHEVROI | ET/MALIBU/ | 4 DOOR | | DELIVERY DATE 01/13/07 | DELIVERY MILES |
| TOPIBOLDT, THE | | 5 2 8 5 5 | | | SELLING DEALER NO. | PRODUCTION DATE |
| | F. T. E. NO. | | P. O. NO. | | °05°7±5/07 | |
| | COMMENTS | | L | | L | MO: 4128 |
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| ARGE [] DISCOVER [] OTHER [] | | TOTAL G.C TOTAL MIS | SC CHG. | 0.00 | | |
| RTS WARRANTY 12/12 | | TOTAL MIS TOTAL TAX | C DISC | -118.39 67.55 | | |
| ANK YOU FOR CHOOSING US FOR YOUR SERVICE NEI U MAY RECEIVE A SURVEY FROM THE MANUFACTURE. THE NEAR FUTURE. IT IS VERY IMPORTANT THAT E COMPLETELY SATISFIED WITH OUR SERVICE. IF Y REASON, YOU ARE NOT COMPLETELY SATISFIED, NTACT OUR SERVICE MANAGER, JASON BLURTON, I (731) 660-8880. THANK YOU FOR YOUR BUSINES | R YOU , FOR PLEASE MMEDIATELY | TOTAL INV | | 760.36 | M | |
| CUSTOMER SIGNATURE | | | | | | |
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CORNERSTONE ENTERPRISES (901) 829-526

PAGE 2 OF 2

CUSTOMER COPY

[END OF INVOICE] 04:50pm



Sears Gold MasterCard®

Call us at 1-800-669-8488 Go to www.searscard.com Write to us at PO Box 6922 The Lakes, NV 88901-6922

Account Number Page 1 of 1

Payment Due Date

06/15/07

Amount 210.58 24.54 365.73 760.36

Your Account Summary

Billing Cycle Closing Date 05/18/07 Amount Over Credit Line \$0.00 Amount Past Due \$0.00 Current Minimum Due \$2/1.00 Total Minimum Due \$21.00 Previous Balance

ooyoa Payments & Credits Purchases & Debits

Other Charges \$0.00 FINANCE CHARGES \$0.00 Account Balance \$1.361.21

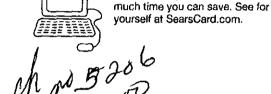
Your Credit Summary

Total Credit Line \$4,450.00 Available Credit i ine \$3,087,00 Cash Access Line \$890.00 Available Cash \$890.00

Manage your account online—it's FREE

Pay your bill...track purchases...set email alerts... even request a credit line increase - do it all online at SearsCard.com. It's a great way to stay on top of your account. Register today at SearsCard.com.

It's free, and you won't believe how



M M 5206
21.007

Activity Sale Date Post Date Description

| 05/03/07 | 05/03/07 | WAL-MART #0120 HUMBOLDT TN |
|-----------------------|----------|-------------------------------|
| 05/13/07 | 05/13/07 | KAPPIS STEAKHOUSE HUMBOLDT TI |
| _05/15/07 | 05/15/07 | HLC-CULLIPHER-LLC ALAMO TN |
| 05/15/07 (05/16/07 | 05/16/07 | SERRA CHEVROLET JACKSON TN |

| Rates | *Rate Varies | 1 | Balance | Average Daily Batance | Corresponding ANNUAL PERCENTAGE RATE | Periodic Rate D⊭Day M≠Month | Periodic FINANCE CHARGE |
|-------|--------------|---|---------|-----------------------------|--------------------------------------|-----------------------------------|-------------------------------|
| SEARS | | 1 | = 1 | 7) | | · | |

| Rates *Rate Varies | Balance | Balance | PERCENTAGE RATE | D≊Oay M≃Month | CHARGE |
|---------------------|------------|---------|-----------------|------------------|--------|
| SEARS | , - 1 | 7 | | · | |
| REGULAR EXTERNAL | \$0.00 | \$0.00 | 19.24%* | .0528%(D)* | \$0.00 |
| REGULAR | \$1.361,21 | \$0.00 | 19.24%* | .0528%(D)* | \$0,00 |

REGULAR \$1,361,21 \$0.00 19.24%* .0528%(D)* CASH ACCESS \$0.00 \$0.00 REGULAR 27.49%*

\$0.00 .0754%(D)* Days in Billing Period: 130 Effective ANNUAL PERCENTAGE RATE: 27.49% Minimum FINANCE CHARGE: \$0.00 SERRA CL" 189 STONEBRYDUE BLVD JACKSON, TN. 38365-2040 731-660-8880

Sale

ID: #0021500000000397757998 05/16/07

16:55:55

MASTERCARD

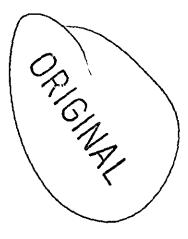
Appr Code: 016745

Invoice#: 000025

Total:

\$ 769.36

Customer Copy IHANK YOU!



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

March 30, 2011



Service Request: 71-660212523

Customer Relationship Specialist: Wine Summers

Dear :

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

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

We have reviewed your request for reimbursement on the steering column that you had repaired. We regret that we are unable to reimburse you the amount you requested because the part vehicle was beyond the mileage parameter of the special coverage 07126 when the repair was done. The special coverage 07126 covers replacement of the steering column for a period of 7 years or 70,000 miles whichever occurs first from the date the vehicle was originally placed in service.

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

Sincerely,

Chevrolet Customer Assistance Center

Houston, Ix

LAUG 27 200.

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

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ABECGERETAG BOSO

Si sonor

CUSTOMER REIMBURSEMENT CLAIM FORM

| This section to be completed by Claimant |
|---|
| Date Claim Submitted: Aug. 20, 2008 |
| 17-Digit Vehicle Identification Number (VIN): 1G1ZT 12825F |
| Mileage at Time of Repair: June 13 2008 |
| Claimant Name (please print): |
| Street Address or PO Box Number: |
| City: Houston State: TX ZIP Code: |
| Daytime Telephone Number (include Area Code): |
| Evening Telephone Number (include Area Code): |
| Amount of Reimbursement Requested: \$ |
| The following documentation must accompany this claim form. |
| Original or clear copy of all receipts, invoices, and/or repair orders that show: |
| The name and address of the person who paid for the repair. The Vehicle Identification Number (VIN) of the vehicle that was repaired. What problem occurred, what repair was done, when it was done, and who did it. The total cost of the repair expense that is being claimed. Payment for the repair in question and the date of payment. (copy of front and back of cancelled check, or copy of credit card receipt) |
| My signature to this document attests that all attached documents are genuine and I request reimbursement for the expense I incurred for the repair covered by this letter. |
| Claimant's Signature: |

Please mail this claim form and the required documents to:

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

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

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).



| CUSTOMER #: 5F115801 HOUSTON, TX | 200450 | Goodwrenk Service Plan GM GWAUTITY SERVICE/PARTS | 11 NORTH FREEWAY USTON, TEXAS 77037 (281) 820-8200 E |
|---|--|---|---|
| HOME CONT: N/A | , RVICE ADVISOR: 2: | GENERAL MOTORS CORPO 1169 CARLOS SAI | |
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| THAT THE | STATEMENT OF DISCLAIMER | Maria Company of the | TOTALS |
| ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE TO | The factory warranty constitutes all of the warranties with respect to | LABOR AMOUNT | |
| SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO | the sale of this item\items. The | PARTS AMOUNT GAS, OIL, LUBE | · |
| VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED | warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. | SUBLET AMOUNT | |
| ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THE | warranty or merchantability or fitness for a particular purpose. Seller neither assumes nor | MISC. CHARGES | |
| CLAIM ARE AVAILABLE FOR 11) YEAR FROM THE DATE OF THE NOTIFICATION BY MANUFACTURER'S REPRESENTATIVE. | Selfer neither assumes nor authorizes any other person to assume for it any liability in | TOTAL CHARGES LESS INSURANCE | |
| | connection with the sale of this item/items. | SALES TAX | |
| (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) | CUSTOMER SIGNATURE | PLEASE PAY | |
| (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) | X | THIS AMOUNT | |

| CUSTOMER #: 5F115 | 8801 | | *INVOICE* | | P.O. BOX 38935 ZIF 9111 NORTH FF HOUSTO! XA (281) 820-8 crylce Plas | REEWAY AS_ 77037 |
|--|--|-----------------|--|---------------------------|---|------------------------|
| HOUSTON, TX | CONT:N/A | 20Vs | PAGE 2 ERVICE ADVISOR: 2 | حطان کے | ICTORS CORPORATION | |
| BUS: YEAR | CELL: MAKE/MODEL | | VIN | LICENSE | MILEAGE IN/ OUT | TAG |
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| | | ASK Y | OUR SERVICE CONSU | LTANT FOR | DETAILS | |
| | | | CE HOURS OF OPERA Y - FRIDAY, 7am | | | |
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| | | | STATEMENT OF DISCLAIMER | DESCRIPTIO | | OTALS |
| ON BEHALF OF SERVICING INFORMATION CONTAINED H SHOWN. SERVICES DESCRIB | IEREON IS ACCURATE UN | ILESS OTHERWISE | The factory warranty constitutes all of the warranties with respect to | PARTS AMOUNT | | 5.99 9.00 |
| OWNER. THERE WAS NO INC | DICATION FROM THE APP HAT ANY PART REPAIR | ED OR REPLACED | the sale of this item\items. The | GAS, OIL, LUBE | | 0.00 |
| UNDER THIS CLAIM HAD BE ACCIDENT, NEGLIGENCE O | FFN CONNECTED IN ANY | WAY WITH ANT | warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. | SUBLET AMOUNT | | 0.00 |
| CLAIM ARE AVAILABLE FOR NOTIFICATION AT THE SE | I (1) YEAR FROM THE D. | ATE OF PAYMENT | fitness for a particular purpose. Seller neither assumes nor authorizes any other person to | MISC. CHARGES | | <u> 24.99</u> 79.98 |
| MANUFACTURER'S REPRESE | ITATIVE. | | authorizes any other person to assume for it any liability in connection with the sale of this | LESS INSURANCE | | 0.00 |
| | | | item/items. | SALES TAX | | 31.68 |
| (SIGNED) DEALER, GENERAL M | MANAGER OR AUTHORIZED PE | RSON (DATE) | CUSTOMER SIGNATURE | PLEASE PAY THIS AMOUNT | 71 | 1.66 |

LANDMARK CHEU SERU DEP 9111 N FREEWAY HOUSTON, TX 77837

TERMINAL ID: MERCHANT #: 005172986 451036125990

VISA

SALE BATCH: 000093 DATE: JUN 13, 08 SQ: 006

INVOICE: 0000200450 TIME: 12:07 AUTH NO: 035590

TOTAL

\$711.66

CUSTOMER COPY

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

March 30, 2011

Bay Minette, AL

Service Request: 71-660215571

Customer Relationship Specialist: Stephanie Stewart

Dear :

We sincerely regret that you experienced a concern with your 2008 Chevrolet Malibu, which resulted in an unexpected repair.

We value you as a Chevrolet owner and your satisfaction with our products is a high priority. As we discussed over the phone, we believe you are entitled to a reimbursement. We have enclosed a check in the amount of \$371.00. We hope this goodwill adjustment will offset, to some degree, the inconvenience that this repair may have caused you.

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

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 50-937 213 CHECK NO. DATE **AMOUNT** 09/26/08 XXXX00 CENTS **************** North American Operations General Motors Corporation Disbursement Account BAY MINETTE AL The Chase Manhattan Bank, N.A. Syracuse, New York AUDIT North American Operations
General Motors Corporation
Disbursements (2613)
PO Box 62530
Phoenix 62530 DETACH BEFORE DEPOSITING CHECK VENDOR DUNS NO 1 CHECK NO. BB 000000028 PAYMENT DATE VENDOR NAME Phoenix, AZ 85082-2530 09/26/08 REGISTER NO. DESCRIPTION INVOICE DATE DOC. REFERENCE NUMBER % DISC. INVOICE AMOUNT DISC. AMOUNT NET AMOUNT 09/25/08 VM 1-B020HR 71-660215571.1-B020HR 00.0000 371.00 .00 371.00 1G1ZH57B38F ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REINBURSEHENT OR QUESTIONS CALL 800-462-8782

H3

TOTAL

371.00

.00

371.00









GENERAL MOTORS BUSINESS RESOURCE CENTER

September 9, 2008

Jason Morris Terry Thompson 1402 US HWY 98 Daphne, AL 36526

Fax: (251) 626-8810

Re:

Siebel Request: 71-660215571 2008 Chevrolet Malibu VIN # 1G1ZH57B38F

Dear Mr. Morris:

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

In order to perform a case assessment, please provide me with copies of all dealer sales and service documents regarding this vehicle within 24 hours. The specific documents needed are:

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

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

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

Sincerely,

Stephanie Stewart

BRC Customer Relationship Specialist Ph# 800-231-1841, prompt 9, prompt 5, extension 41501 FAX# 866-300-4972

U-J CHEVROLET

P.O. BOX 850189 MOBILE, AL 36685 (251) 633-3321

A smile is contagious-Let's start an epidemic.



DATE: 9-11-08

| TO: Stephanie Stewart | |
|---|--------|
| FROM: Sorry Smith | r • |
| MESSAGE: Case# 71-660215571 | |
| If you need anything also please roll 251-544-4448 | |
| | |
| | |
| NUMBER OF PAGES SENT INCLUDING THIS COVER SHEET. | |

OUR FAX NUMBER IS: 251-452-0066

84779

UJCHEVKOLET

7581 AIRPORT BLVD • P.O. BOX 850189 CHEVY MOBILE, ALABAMA 36685 (251) 633-3321

SOLD TO



ADDRESS:

PHONE #: (251)580-3363

DATE 04/18/2008

STOCK NO. **T08414A**

ESMAN JOHN) DOUDGE

| • | · · · · · · · · · · · · · · · · · · · | 21) 280 - 3 | 505 | | | | SALES | MAN JOHN I |
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| SERIAL NO. | 38F | | KEY NUMBERS | | | | I MOI | LL P |
| | | | IGN. THUNK | | DESCR | RIPTION | ACCT. NO. | SALE * |
| AG NUMBER | | - | DELIVERY MILES | | | | | 3466 |
| | | | | | NEW UNIT SOLD CO | J¢ | 4@ | |
| OP' | TIONAL EQUIPME | NT AND ACCE | SSORIE\$ | | NEW CAR RETAIL | 1.111 | 4 | |
| <u> GROUP</u> | DESCR | MOITAIN | PRICE | | NEW TRUCK RETAIL | | 41_ | |
| This vehicle is equippe | ed with a Gono | ral Matara an | | | NEW TRUCKS FLEE | | 4 3 _ | <u> </u> |
| Motors plant operated | | | | | | · · | . 4 3 | |
| notore plant operated | | | | Division. | INVENTORY NEW C | | 23_@ | |
| | | | | | INVENTORY NEW C | | 231 | |
| | | | | | INVENTORY NEW T | | 237 | |
| | | | | | | | | |
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| | | | | | USED CAR OR TRU | CK RETAIL | 4 | 22995.00 |
| | | | | | USED CAR OR TRU | CK WHSLE | 4 | |
| | | | | | GMPP | | | 825_00 |
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| | | | | | SLS TAX | 149,48 | | |
| | | | | | SLS TAX | | 0% | 37_37 |
| | | | | | BALESTAX STA | TE 2.00% | | 149.48 |
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| HE SELLER, U-J CHE ISCLAIMS ALL WARE | BANTIES FITH | INCORPORA | TEO, HEREBY EXP S OR IMPLIED WA | PRESSLY | TOTAL TIME PI | PICE. | | <u>N/A</u> |
| F MERCHANTABILIT | Y OR FITNESS | FOR A PAR | RTICULAR PURPO! | SE AND | DEPOSIT | TICE | 2 2 2 2 | 28359_42 |
| I-J CHEVROLET CO., ZES ANY OTHER PE | INCORPORATI | ED NEITHER | ASSUMES NOR A | UTHOR- | CASH ON DELIVERY | | 220B | <u> </u> |
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| EAR MAKE | · · · · · · · · · · · · · · · · · · · | MODEL | BODY COLO | OR . | NET TRADE ALLOW: PAYMENTS | REGIONS | BANK | 558.42 |
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| אוע | | | GRN | | TOTAL | THE INTERIOR | | 27801_00 |
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| YOFF TO: | | TRADE ALLOWANCE | 15800,00 | | UNTIL ALL MO BANK. | ONEY IS PAID . | AND/OR ALL. 0 | CHECKS HAVE I |
| ORD MOTOR CREE |) TI(| LIEN PAYOFF | 15241.58 | | This is to certification described mot | fy that this is the or vahicle. | original bill of | sale to the above |
| P 0 BOX 790119 ST LOUIS MO 631 | 79 | NET TRADE ALLOWANCE | 558.42 | | 3 | elice | Caula | ك |

84779

PENALTY OF FIFTEEN DOLLARS (\$15.00) DUE IF VEHICLE IS NOT REGISTERED IN THE NAME OF THE NEW OWNER WITHIN 20 CALENDAR DAYS.

Reynolds and Reynolds | DK75198 Q (0507)

NOTARY PUBLIC

Sworn to and

18

APR

day of

08

ALABAMA DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION - TITLE SECTION P. Q. Box 327666, Montgomery, AL 36132-7666

Application For Certificate of Title



| MVT-5-1E (F | | | le | | • | | | 1 10 1 1 1 | | | | | New Title # |
|---|--|--|--|---|-----------------------|--------------------------|---------------------------|---|------|-----------------|--|---|--------------------------------|
| Application Number E00043 Current Alabama Title # 38469154 Surrendering Out of State Title | | | 177 | • | | loaures | 04/22/2008 AL , PA, PA | T | | | Legend Codes | | |
| - Surrevider | 9 0010 | o otate | ine | | | | State | | | Title # | | | |
| VEHICLE I | NFORMA | ATION | | | | | | | | | | | |
| VIN | 1G1Z | ZH576 | 338F; | | Year | 2008 | Make | CHEV | _ | Model | M/ | LIBU | Body Type 4D |
| Cylinders | 4 | | | | Vew/ | Used | Used | Colo | ог . | BLK | | , | # Liens 1 |
| Purchase Date | 04/18/2 | 008 | | ʻ | Odo. | Reading | 1361 | Ailes | | Reading Type | <u>A -</u> | Actual | |
| OWNER IN | FORMA | TION (FI | ELONY OFFER | NSE FO | R FA | LSE ADD | RESS) | | | | | ,.,., | |
| | | | | | | | | Alabama Ope | erz | ator (Lesse | e) | If Different: | |
| Name | | | | | | | | _ Name | | | | | |
| Malling Ad | ddress | | | | | | | _ Resident Addres | 55 | | | | |
| City, State | e, Zip | BAY | MINETTE, AL | | | | | _ City, State, Zip | | | | | |
| First Lie Name | | REG | IONS BANK | · | | " | | Name | 010 | | | 5 - J - J - J - J - J - J - J - J - J - | |
| Mailing Ad | ddress | | OX 1984 | | | | | Mailing Address | | ****** | | | |
| City, State | • | - | IINGHAM, AL | 35201 | | | | City, State, Zip | | | | | |
| Date of Lie | ėn | 04/18 | 3/2008 | - | | | | Date of Lien | | | | | |
| SELLER IN | | | | | | | | , | | | | | |
| | J-J CHEV | /ROLET | | ysiçə) A | ddres | s <u>7581 /</u> | AIRPOR | T BLVD | | City, State | e, Zij | MOBILE, AL | 36608 |
| I, THE UND CERTIFICA TITLE UNL BEST OF N Owner Sig Owner Sig I HEREBY A AGENT OF | DERSIGN ATE OF T LESS IND MY KNOV gnature gnature CERTIFY THE DE RECT AN | ED, CEI TILE FO ICATED VLEPTE VLEPTE THAT | PR SAID MOTO ABOVE I FUI AAND RELIEE THE ABOVE D ENT. AS REQ | HE VEH OR VEH RTHER L DESCRIE | HICLE CER SED ' | DESCR AND THATIFY THA | DESCRIBED AT ALL I | GOVE IS OWNED I CLE WILL NOT BE NFORMATION CO BIBED HAS BEEN I HE V.I.N. AND DE THE APPLICATIO | PH | HE SUBJECT | OF EIN D D ISPE TA S SSE | ate | O RECEIPT OF CORRECT TO THI |
| DA Name | | <u>и ў с</u> н | EVROLET CO | MPANY | INC | 0 | | | | DA Account I | Num | her 02-00060-0 | 00 |

GMAC PO BOX 8110

COCKEYSVILLE MD 21030 2ND LIENHOLDER'S NAME, ADDRESS AND LIEN-DATE

of thin has been mide for the vehicle described hardin, pursuant to the provisions of the Motor Vehicle laws of this state, and the abplicant named on the face hermal has been duly recorded as the tawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest by limits show harmon, if any, but, said described vehicle may be subject to a mechanic allian or a lieb given by statute. to the United States, this State of any political subdivision of this State or other enco

7 2009 Second Lienholder

PAGE 04

CONTROL NUMBER

35433878

Signalure of Authorized Agent

NAME OF 1st LIENHOLDER:_____ADDRESS OF 1st LIENHOLDER:

FEDERAL and State Law requires that you state the mileage in connection with transfer of ownership. Fellure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines end/or imprisonment. *** NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT and all assignments that follow:** ASSIGNMENT OF TITLE BY REGISTERED OWNER (not valid unless completed in full)-I/we warrant this Title and certify that the vehicle 98 to the following: ()4 / 15 / described herein has been transferred on. Buyer(s)- U-J CHEVROLET CO., INC. Address PO BOX 850189 MOBILE, AL 36685 I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked: CAUTION-READ CAREFULLY 1. The mileago stated is in excess of its mechanical limits. 1350 TENTHS 2. The additional reading is not the Actual Milega.
WARNING-ODOMETER CARCETERANCY ODOMETER READING SIGNATURE(\$): of Buyer(s)-) of Seller(s) PRINTED NAME(S): of Buyer(s) of Seller(s)-LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") * ak: NAME OF 1st LIENHOLDER: ADDRESS OF 1st LIENHOLDER: FIRST RE-ASSIGNMENT BY LICENSED DEALER . SELLING DEALER'S STATE Lic. No. described herein has been transferred to the following 0959 Http: BAY MINETTE Address-<u> 36507</u> I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked: TCAUTION. READ CARLEULLY BEFORE YOU 1. The mileage stated to in excess of its mechanical limits. 1361 TENTHS 2. The odometer reading is not the Actual Mileage. 04 1268 ODOMETER READING IC-ODOM1 SIGNATURE(S): of Buyer(s) PRINTED NAME; of Buver(s)of Setler(s)-LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") NAME OF 1st LIENHOLDER: REGIONS BANK ADDRESS OF 1st LIENHOLDER:_ PO BOX 1984 BTRMTNGHAM SECOND RE-ASSIGNMENT BY LICENSED DEALER - SELLING DEALER'S STATE LIC. No. I/we warrant this Title and certify that the vehicle deacribed herein has been transferred to the following 1. The mileage stated is in excess of its mechanical limits. NO TENTHS 2. The odometer reading is not the Actual Mileage.
WARNING-ODDOMETER DISCREPANCY ODOMETER READING SIGNATURE(5): of Buyer(x)-X of Seller(s)-X PRINTED NAME: of Buyer(s)of Seller(s)-LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") NAME OF 1st LIENHOLDER: ADDRESS OF 1st LIENHOLDER: THIRD RE-ASSIGNMENT BY LICENSED DEALER - SELLING DEALER'S STATE Lic. No. I/We warrant this Title and cartify that the vehicle described herein has been transferred to the following: Address-I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked: 1. The mileago stated is in excess of its mechanical limits. TENTHS Date of Sain 2. The odometer roading is not the Actual Mileage.
WARNING-DODMETER DISCHERANCY ODOMETER READING SIGNATURE(S): of Buyer(s)-X of Seller(s)-X PRINTED NAME: of Buyer(s)of Seller(s)-LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE")

| U-JCHEVRO | LET EVYC 5 Stock | Veh i k# ^{T08414A} | icle Retall Buyers O | rdeфPR 1 8 2008 Date: 04/18/2008 |
|---|---|---------------------------------------|----------------------------|-------------------------------------|
| P.O. Box 850189 • 7581 Airport Bo Mobile, Alabama 36685 • (251) 63 | CITY oulevard 33-3321 () No | ge 1361 | d () Demo XK) (| Car () Truck Ian JOHN L DREDGE |
| Name: | vear/ | Make/Mode | | |
| Address: | | | Home: Cell: | , |
| City: BAY MINETTE | State: AL Zip |): E | -mail: N/A | |
| County: BALDWIN VIN: 1G1ZH57B38F | DOB: | Color: | BLK Cyl: 4 | |
| | | | Lease:RETAIL GMS/S | upplier: |
| Representation That Trade-Vehicle warrant that the balance owed or | | | MSR | P |
| below, that there are no liens othe the actual amount is greater I will inc. I understand that if the amoun will refund the difference to me. | r than those listed bei reimburse U-J Chevro | low, and if plet Co | DEALER OPTION | s |
| I warrant that said vehicle(s) DHA damaged, flooded, reconstructed, salvage or reconstructed title. | S □HAS NOT been v rebuilt, and does not | vrecked, have a | | |
| I also warrant that the emission co operational. I have not removed or my possession, nor do I have know | altered said equipme | ent while in | | |
| BALANCE OWED 15241.58 Balance Owed to FORD MOTOR CR | REDIT | | TOTAL PRIC | 22995.00 |
| Address P 0 B0X 790119 ST L0U | JIS MO 63179 | | TRADE ALLOWANCE | E 15800.00 |
| Account No | | | CASH DIFFERENCI | 7195.00 |
| TRADE-IN PAYOFF VERIFICATIO Verified ByGood Until | | ПмаП | RETAIL DELIVERY FEE | 279.00 |
| Other Liens Talke | | | AMOUNT TAXABLE | 7474.00 |
| BUYER'S SIGNATURE_(| | | SALES TAX | 336.33 |
| TRADE | -IN | | TITLE | 16,50 |
| Year 2006 Make FORD | Model ^{FUSIO} | <u>N</u> | AMOUNT OWED TO TRADE-IN | |
| Body Type ^{4D} Color ^{GRN} | Mileage | 28121 | BALANCE DUE | |
| VIN # 3FAFP07156R | Cyl_6 | | | |
| Tag # | _Decal # | <u></u> | PARTIAL PAYMENT | N/A |
| New Lien Info | ormation | - | CONSUMER REBATE | N/A |
| Lien ToREGIONS BANK | | | OTHER REBATE | N/A |
| | | | | |

PLEASE READ CAREFULLY.

Address PO BOX 1984

CityBIRMINGHAM

The purchaser of the vehicle herein understands that it may have suffered demage during production, transit, or while in the control and possession of the seller. There are no warranties of merchantability or fitness being made by the seller to purchaser as to repairs of such damage.

Zip35201

U-J Chevrolet Co., Inc. shall not be liable for the failure to deliver or delay in delivering the motor vehicle covered by this order when such failure or delay is due, in whole or part, to any cause beyond the control of U-J Chevrolet Co., Inc.

Purchaser agrees that this Order revokes any and all prior agreements and, together with the terms and conditions of the Retail Installment Sales Contract and Arbitration Agreement includes all of the terms and conditions of this offer to purchase. This Order shall not become binding upon the Dealer until accepted by the authorized representative of the Dealer. Purchaser by his execution of this Order acknowledges that he has read and accepts the terms and conditions of this Order.

Purchaser's deposit is refundable only when financing cannot be obtained.

State_AL

Disclaimer of Warranties

All warranties on this vehicle are the manufacturers. U-J Chevrolet Co., Inc. is in no respect the agent of the manufacturer. U-J Chevrolet Co., Inc. hereby expressly denies on this vehicle all warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and U-J Chevrolet Co., Inc. In no way effects the terms of the manufacturer's warranty, in case of a used vehicle or chassis the applicability of an existing manufacturer's warranty, if any, shall be determined solely by the

Retail Delivery Fees

This fee includes administrative services, notary services, courier services and maintenance of sales and service documents. This charge represents cost of end/or profit to the seller/dealer for items as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical services which have been reimbursed to the dealer by the manufacturer.

Yield Spread/Assignment Fee

If the vehicle is financed, dealer may be paid by the assignee of the contract an assignment fee. Dealer may also be paid a yield spread premium representing the difference between the dealers discounted interest and the customer's rate of interest?

Purchaser's Signature

Date 4/18/08 _Accepted By_

Dealer or Authorized Representative

23068,41

23893,41

825,00

BALANCE ON DELIVERY EXTENDED SERVICE

UNPAID BALANCE OF

AGREEMENT

CASH PRICE

| - | | | | | | | |
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U J CHEU CO INC

PAGE: 08

"**32AHDRU93A"** (Isitini)

"38AU003A TUOHTIW" (Isitini)

Date:

04/18/2008

Assignee concerning the purchase/ sale of contracts and is subject to the provisions of the paragraph initialed by Seller below, provided that if none of the paragraphs has been seller and besignee. Seller and Assignee, be with Full Recourse. Each of the paragraphs manks set forth below shall, at the option of Assignee.

Seller and Assignee Seller and Assignee.

| ∮ | |
|-----------------------------------|---|
| | |
| INSTALLMENT SALE CONTRACT | |
| | |
| AND SECURITY AGREEMENT - ALABAMA | Δ |
| VIID OFCOURT VOITHFILL - VEVOVIII | • |

nver.(and.Co-Sinner(s))... Name and Aridress (Include Zip Code)

BAY MINETTE AL

Seller - (Name and Address)

U-J CHEVROLET CO., INC. PO BOX 850189 MOBILE AL 36685

Please read this Agreement carefully before signing. Any verbal representations contrary to the provisions of this Agreement are void and must not be relied upon by you.

This Installment Sale Contract and Security Agreement (this "Agreement") is an agreement between each person who signs it and the Seller named above. Each person who signs, regardless of the order in which his or her signature appears, is individually and jointly responsible for the payments under this Agreement. The words "you", "your" and "yours" as used in this Agreement mean each person who signs this Agreement. The words "we", "our" and "us" mean the Seller named above. If our Interest in this Agreement is assigned, then from and after such assignment the words "we", "our" and "us" shall mean the assignee.

Description of Property. You agree to buy and we agree to sell the following property (complete the applicable information): Vehicle:

| New or Used | Year | Make and Model | Body Type | Vehicle Identification No. |
|-------------|-------|---------------------|-----------|----------------------------|
| | | | | |
| | | | | i |
| • | | CHEVROLET | | |
| USED | 2008 | CHEVROLET MALIBU | 4D | 1G1ZH57B38F |
| | 2.772 | | , | 20,2,10,000. |

| How You Will Repay Us. | 22002 41 | |
|--|--|--|
| You promise to pay to our order the principal amount of \$_ | 23893.41 | pterest will begin on the date of , plus interest on the unpaid balance of that amount, interest will begin on the date of |
| this Agreement and will continue until you pay in full. Interest w | vill be at the rate of | 4.85 % per year. You will pay principal and interest In 14 consecutive installments |
| of \$ cach, and a final installmen | nt equal to all unpaid principal plus all unpa | paid Interest. Your first Installment will be due and payable on |
| , and you will pay one installment on the sa | me day of every month thereafter until pri | orincipal and interest have been paid in full. We will apply your payments first to accrued interest, then to |
| principal, then to late charges, if any, and then to any other ch | arges provided for in this Agreement, if an | any. Interest continues to accrue on the unpaid balance of principal until we actually receive your payment. |
| You can pay monthly installments at our address above unless | we give you notice to pay your monthly it | r installments at some other specific place or to an assignee. If our interest in this Agreement is assigned, |
| all navments due bereunder shall be paid at the location directs | of by the acciance. You may proper the in- | indebtedness evidenced by this sergement in full without people. |

Rate is Negotiable. The interest rate on this Agreement is not necessarily the best or lowest rate available. The Interest rate on this Agreement may be negotiated with the Seller before the Agreement is signed. The Seller may receive part of the finance charge or some other compensation when the Agreement is assigned to an assigned.

FEDERAL TRUTH-IN-LENDING DISCLOSURES Total Sale Price ANNUAL PERCENTAGE RATE **FINANCE CHARGE** Amount Financed Total of Payments The cost of your credit as a yearly rate The dollar amount the credit will cost you. The amount of credit provided to you The amount you will have paid after The lotal cost of your purchase on nr on your behalf. you have made all payments as credit, including your downgayment 558.42 28359.42 4.85 3907,59 23893.41 27801.00 ls S

Your Payment Schedule Will Be:

| Number_of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| /5 | 3/0.68 | Monthly Beginning 06/02/2008 |
| | N/A | |

Security: You are giving a security interest in the property being purchased. You are also giving a security interest in insurance proceeds and other related proceeds.

Prepayment: If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of part of the finance charges.

Late Charge: If a payment is late, you will be charged 5% of that portion of the payment that is late, but never less than \$10 nor more than \$100 on each payment. See other parts of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

e means an estimate

| . <u>Cash Price (i</u> . Total Downson | including any accessories 1580 avment: \$ | 0.00 | . 15241.58 | 558,42 | N/A | N/A | 558.42 |
|--|--|--|--|--|--|--|---|
| . TOTAL DOMNING | Gross Trade | c-in Allowance | (Payoff made by Seller) | _ = \$plus \$_ Trade-in (Net) | Cash Downpayment | (\$ Robats | \$ 350.42 |
| | Aucher Sect ON G Society | (5) below | | | | | |
| ede-in | Make | · | Model | Year | | | 2225 |
| Innaid Balance Mounts Paid to | of Cash Price (1 minus 2) o Others on Your Behalf (We | may be retaining all | or a nortion of come or all | of there enumers. | | \$ | 23051.91 |
| | otional Mechanical Repair o | | | <u>printese pavintins</u>). | \$. | N/A | |
| D C10 | | . | | | | | |
| B. Cost of D | ptional Credit Insurance for t | the Term of this Agro Disability \$ | , . , | nd Disability \$ | Ά | N/A | |
| C. Fees Paid | to Public Officials or Govern | iment Agencies: | , hiles | AUG_DISABIIIIV \$ | | 16.50 | and exercise the |
| | C.Filling Fees or Certificate of ense/Registration Fees | Title Fees | | | <u> </u> | N/A | |
| | her (describe) | 1-11 | | | | N/A | |
| D. Other Cha | rges (Seller must identify wh | no will receive paym | nent and describe purpose): | | <u></u> \$ | | |
| to GMP | 7. | | . IOI etallizae au | NTRACT - | \$ | N/A -825.00 | |
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| Payoff of Ren | s Paid to Others on Your Beh naining Balance on Trade-in | to: | | · | | | 841.50 |
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| dditional cost o | of the insurance. Any optional | credit insurance will | I only be in offert well the or | adlar of the sund of the second | ype of Insurance you | want, and agree as | part of this Agreement |
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P.O. BOX 850189 • 7581 AIRPORT BLVD. MOBILE, ALABAMA 36685 (251) 633-3321

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DISCLAIMER OF WARRANTIES: Any womanties on the products sold hereby ere those made by the manufacturer. The Seller hereby expressly disclaims all warrunties, either expressed or implied, including any implied warrenty of merchantability or timens for a particular purpose, and neither assumes nor authorizes any

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Service (251) 544-4400 Body Shop (251) 544-4402

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O. BOX 850189 • 7581 AIRPORT BLVD. MOBILE, ALABAMA 36685

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| BAY MINETTE, A | L | VEHICLE (D. NO | | | | SELLING DEALER NO. | 1,361 |
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| Weightwice BHOME | RUSINESS PHONE | COMMENTS | | T CONTRACT | | 04/22/08 | |
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| | | JOB # 2 | TOTAL LABOR | & PARTS | 612.98 | | |
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| PAGE 1 OF 2 | SERVICE FILE COPY- | N | [CONTINUED C | N NEXT PAGE | ≣] 01:50pm | | The Reynolds and Beynolds Com |

PAGE 14 U J CHEU CO INC

CVWS265132 Service (251) 544-4400 Body Shop (251) 544-4402

P.O. BOX 850189 • 7581 AIRPORT BLVD. MOBILE, ALABAMA 36685 (251) 633-3321

| 50801 | PATRICK WILSON | 353 TAGN | 170 | 04/25/08 | INVOICE NO. CVWS265132 |
|-----------------|--|-----------|-------|------------------------|----------------------------|
| SAY MINETTE, AL | VEAR / MAKE / MODEL OB/CHEVROLET/MALIBU/4 VEMICLE I.D. NO. | MILEAGE | 1,579 | COLOR | TO8414A OELNESYMIE 1,361 |
| | | F. O. NO. | | H. O. DATE 04/22/08 | , |
| RUSINEGE OHONE | C# 84779 | | | | MO: 1647 |
| | | | | DISCLAIMER | OF WARRANTIES |

| 11111 | | | |
|----------------|---|---------------------------|---|
| APPROVED | D BY SIGNATURE | | |
| DCS AUDIT SLIF | DCS DATA FILE: GMGMWF.409 | ITY NEW CLAIM | TER SERVICE ADVISOR # |
| | 265132 04/22/2008 1G1ZH57B38F | 3 24017 1579 | 7CIX U |
| | CUSTOMER NAME: FIRST: | MIDDLE: C PHONE: WORK: | HOME: |
| | LN JOB CT CC PC PART-NO. TOT- 1 01 0J 1 52495729 11 LN-TOT: 267.21 TECH SSN: COMMENTS: CUST STATES A-C WILL B ISPLACEMENT COMPRESSOR LOSING HI D VEHICLE WHILE MONITORING HVAC | 4.67 6C D3220 2.0 | HRS NET-AMT. LAB-TOT. 152.54 AUTH. AUTHOR.: OW WARM. HAVVARIABLE D ROX. 6-7 MILROAD TESTE |
| | LN JOB CT CC PC PART-NO. TOT- 2 02 0J 1 15231223 47 LN-TOT: 612.98 TECH SSN: COMMENTS: REPLACED COMPRESSOR PE | AUTH CODE - B | 137.29 AUTH AUTHOR - 0090 |

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any flability in connection with the sale of said products. Interest at the rate of 1%% (18% APR) per month. will be charged on any unpaid balance.

> THANK YOU FOR YOUR BUSINESS!

R.O. TOTAL:

880.19

270939

U-JCHEVROLET

P.O. BOX 850189 • 7581 AIRPORT BLVD. MOBILE, ALABAMA 36685 (251) 633-3321 CHEVY

70939

RECOMMENDED SERVICES

| OPERATION | OPERATION DESCRIPTION | MOMI | TOTAL | OPERATION : | OPERATION DESCRIPTION | MOVM | TOTAL |
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SERVICE HISTORY

| DATE | REPAIR ORDER | MILEAGE | ADVISOR | TECHNICIAN | TYPE | OPERATION | OPERATION DESCRIPTION | l |
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| SALESPERSON NO | 604 JOHN LDI | PEDCE | <u> </u> | | | | | , |

| SALESPER | | JOHN L DREDO | | S | E R | V_{I} | CI | Ε | | | ST, | ATE | REG#3 | |
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| i l | N1 / A | | | TUPBO | 1 | AIR COND. | } P. S. | TRANS | MILEAGR | · 📆 . | ADVISOR N | ICI. | ADVISOR | |
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C * 00CVZ OIL CHANGE CUSTOMER REQUEST LUBE, OIL AND FILTER CHANGE. DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby and those made by the manufacturer. The Solidir hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of membent-ability or fitness for a particular purpose, and neither assumes nor authorities any other person to assume for it any liability in connection with this sels.

C 01CVZDECLINE DECLINED SERVICE CUSTOMER DECLINED RECOMMENDED SERVICE TIRE ROTATION

W 04CVZ0 PERFORM CAMPAIGN 08102

CAMPAIGNS

CHEVROLE > CO PAID CO PER NOBILE. RY

U-JCHEVROLET

P.O. BOX 850189 • 7581 AIRPORT BLVD.

MOBILE, ALABAMA 36685
(251) 633-3321



CVCS270939

Service (251) 544-4400 Body Shop (251) 544-4402 VCS270935

| 47944 | | THOMAS | | | 51 W170 | 08/11/08 | CVCS27093 |
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BUSINESS!

P.O. BOX 850189 • 7581 AIRPORT BLVD. CHEY

MOBILE, ALABAMA 36685

(251) 633-3321



CVC\$270939

Service (251) 544-4400 Body Shop (251) 544-4402 VCS270939

| 47944 | ADVIBOR THOMAS HEIN | | 351 TAG | w170 | 08/11/08 | CVC527093 |
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| | LABOR PATE | LIGENBË NO. | MILEAGE | | COLOR BLK/ | 5TOCK NO. T08414A |
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| BAY MINETTE, AL | VEHICLE I.D. NO. 1 G 1 Z H | | | | SELLING DEALER NO. | PRODUCTION DATE |
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| OTALS | | | | | DISCLAIMER (| DE WARRANTIES |
| TAYMENT METHODS: CASH | METHOD ******** ECEIVE A R SATISFACTION NY REASON YOU , PLEASE 44-4448. | TOTAL LAR TOTAL SUR TOTAL G. TOTAL MI. TOTAL TAI TOTAL IN | RTS BLET).G GC CHG. GC DISC | 14.91 6.00 0.00 11.82 -34.27 0.54 | Any warranties of hereby are those in turer. The seller is claims all warranti implied, including of merchantability ular purpose, and is nor authorizes a assume for it any with the sale of statche rate of 11/2% will be charged on | nade by the manuficereby expressly of es, either express any implied warra or fitness for a particular neither assuming other person liability in connect aid products. Inter (18% APR) per mo. |
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BBB AUTO LINE



September 8, 2008

STEPHANIE STEWART CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Re:m01 CHV0848530: vs Chevrolet Motor Division

Dear Madam/Sir:

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

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

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

Sincerely,

William Clopton at Extension 502

BBB AUTO LINE Customer Claim Form

Case number: CHV0848530 Contact Date: 09/08/08

Start Date:

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

| SECTION 1: CUSTOMER INF | ORMATION | | |
|--|--|---|---|
| Titled owner: | | | |
| Mailing address: | | | |
| City: BAY MINETTE | | State: AL | Zip code: |
| Day phone: | Evening phone: | | Cell phone: |
| Fax: | E-mail address: | | |
| SECTION 2: VEHICLE INFO | RMATION | | |
| Make: Chevrolet | Model: Malibu | Year: 2008 | Current mileage: 5217 |
| Name(s) that appears on the ve | nicle title: | | |
| Selling dealer/city/state: , , | | | |
| Primary Servicing dealer/city/s | state: Terry Thompson, | | |
| Acquired as ☐ new 🛛 used | ☐ demo ☐ leased I | s the vehicle in your | possession? 🗌 yes 🛛 no |
| Purchase/lease date: 04/18/0 | <u> 8</u> | Mileage at purchase/I | ease: |
| First repair attempt date: 04/2! How often is the vehicle used for business purposes (percenta | Number | First repair attempt n of vehicles owned I by the business: | nileage: 1647 Transmission type: 図 Automatic □ Manual |
| Has the vehicle been in an accid | ent/had body damage? 🔲 | yes 🛛 no | Date of accident: |
| Description of damage: | | | |
| SECTION 3: DESIRED OUTC | OME (Describe what ye | ou want done to | resolve your concern) |
| I THINK THIS CAR COULD K GOING OUT THEREFORE I A LEMON WOULD LIKE A REPL | ILL ME OR MY FAMILY WI M SCARED OF THIS CAR | ITH THE STEERING AND FEEL LIKE IT | G |
| Please complete the missing | ng information in the b | ox below and on | page 2. |
| VEHICLE INDENTIFICATI | ON NUMBER | | · |
| Lienholder/Leasing Com | oany | Ph | one Number |
| Account Number | | | |

Case Number: CHV0848530 **SECTION 4: VEHICLE PROBLEMS (List primary problem first)** Does the # of problem repair List the date, mileage, and days out of exist service for each repair attempt Problem Servicing dealer(s) attempts now? **Example:** 4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day A/C won't cool properly 2 Any Dealer, Inc. yes AIR CONDITIONER COMPRESSOR 1 no WENT OUT STEERING GOES OUT 2 yes

| lotal days out of service for all problems: | |
|---|--|
| Signature of Titled Owner(s) | Date |
| I am submitting this dispute for resolution in the BBB A under the BBB AUTO LINE Arbitration Rules. | UTO LINE program, and I agree to arbitrate the dispute |

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

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



BBB AUTO LINE PROGRAM SUMMARY

General Motors

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

LEMON LAW CLAIMS

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

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

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

Please note:

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

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

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

BBB AUTO LINE within one year or 12,000 miles – whichever comes first – from the date the vehicle was first put into use.

CUSTOMER RESPONSIBILITIES

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

CLAIMS THAT WILL NOT BE ARBITRATED

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

OTHER IMPORTANT INFORMATION

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

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

WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

Time Period for Filing Claims

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

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

Eligible Claims

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

Eligible Vehicles

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

The customer's vehicle must be:

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

Remedies for Warranty Claims

The arbitrator may award the following remedies:

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

Repairs/Reimbursement for Repairs

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

Repurchase or Replacement

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

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

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

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

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

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

Deductions/Exclusions from a Repurchase or Replacement Award

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

Use # miles attributable to the customer Vehicle purchase Deduction/ = $\frac{\text{at the time of the arbitration hearing}}{100,000}$ x price or gross capitalized cost

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

STANDARDS OF THE ALABAMA LEMON LAW

The following is a brief explanation of most relevant provisions of the Alabama lemon law. The complete text of the lemon law can be found at Alabama Code Section 8-20A-1 et seq.

VEHICLES COVERED

The Alabama lemon law covers self-propelled vehicles intended primarily for use and operation on the public highways. The lemon law does not cover motor homes or any motor vehicle having a manufacturer's gross vehicle weight rating of 10,000 pounds or more. The lemon law appears to cover used vehicles.

CONSUMERS COVERED

The lemon law covers consumers who fall into either of the following categories:

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

The lemon law appears not to cover lessees.

VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

VEHICLE PROBLEMS COVERED

The lemon law covers nonconforming conditions. A nonconforming condition means any motor vehicle condition that does not conform to the manufacturer's express warranty, and that:

- 1. Significantly impairs the use, value or safety of the motor vehicle;
- 2. Occurs or arises solely in the course of the ordinary use of the motor vehicle;
- 3. Does not arise or occur as a result of abuse, neglect, modification or alteration of the motor vehicle not authorized by the manufacturer; and
- 4. Does not arise or occur as a result of any accident or other damage to the motor vehicle that occurs or arises after the vehicle was delivered to the consumer by an authorized dealer.

LEMON LAW COVERAGE PERIOD

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

MANUFACTURER'S DUTY TO REPAIR

The Alabama lemon law provides that the manufacturer must make the necessary repairs to remedy any nonconforming condition if the consumer delivers the vehicle to the manufacturer, its agent or authorized dealer, and the consumer gives notice of the nonconforming condition during the lemon law coverage period.

MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

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

REASONABLE NUMBER OF REPAIR ATTEMPTS

The Alabama lemon law creates a *presumption* that a manufacturer has had a reasonable number of repair attempts if, during the period of two years following the vehicle's delivery or 24,000 miles, whichever comes first, either of the following occurs:

- 1. The manufacturer, its agent or authorized dealer has attempted to repair the same nonconforming condition three or more times, at least one of which occurs during the lemon law coverage period, plus the manufacturer has made a final attempt to repair, and the nonconforming condition continues to exist; or
- 2. For a cumulative total of 30 or more calendar days, the vehicle was out of service and in the custody of the manufacturer, its agent or authorized dealer for repair attempts (including the final repair attempt), one of which occurred during the lemon law coverage period.

The 30 day out-of-service period is extended for conditions beyond the control of the manufacturer, its agent or authorized dealer, such as war, invasion, strike, fire, flood, or other natural disaster.

NOTICE AND FINAL REPAIR ATTEMPT

Before commencing a civil action, a consumer must give notice of a nonconforming condition by certified mail to the manufacturer, and demand correction or repair of the nonconforming condition. If, at the time of this notice, the presumption of a reasonable number of repair attempts has been met, the manufacturer is given a final opportunity to cure the nonconforming condition.

Within seven calendar days of receiving the certified notice, the manufacturer must notify the consumer of a reasonably accessible repair facility. After the consumer delivers the vehicle to the authorized repair facility, the manufacturer must attempt to correct the nonconforming condition within 14 calendar days.

DISPUTE RESOLUTION

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

TIME PERIOD FOR FILING CLAIMS

Actions must be commenced within three years following the date of original delivery of the motor vehicle to the consumer.

REMEDIES UNDER THE ALABAMA LEMON LAW

REPURCHASE

The Alabama lemon law provides that a manufacturer must pay the following amounts when it repurchases a vehicle under the lemon law:

- 1. the full contract price, including but not limited to charges for undercoating, dealer preparation and transportation charges, and installed options;
- 2. the nonrefundable portions of extended warranties and service contracts;
- 3. all collateral charges, including but not limited to sales tax, license and registration fees, and similar government charges;
- 4. all finance charges incurred by the consumer after the first report of the nonconforming condition to the manufacturer, its agent or authorized dealer; **AND**
- 5. any incidental damages, including reasonable costs for alternative transportation, incurred during the period that the consumer is without the use of the vehicle because of the nonconforming condition.

The lemon law states that a reasonable allowance for the consumer's use of the vehicle shall be deducted from the amounts a manufacturer pays when it repurchases a vehicle. The reasonable allowance for use directly attributable to the consumer is determined by the following formula:

REPLACEMENT

When replacing a vehicle under the Alabama lemon law, the manufacturer must provide a new vehicle that is comparable to the vehicle that is being replaced. The reasonable allowance for use does not apply to a replacement.

BBB AUTO LINE



MANUFACTURER RESPONSE FORM

| Case Number: CHV0848530 Customer Name: VIN: 1G1ZH57B38F | Proba | | ate: 09/09/08 ate: AL ion: Mobile | |
|---|--|------------------------------------|---|--------------|
| This claim is Has the customer contacted you r Is the VIN listed above correct? If you checked NO, please indicat Customer Contact Info: | | □ IN Warranty ☑ YES □ YES | ☐ OUT of Warranty☐ NO☐ NO☐ NO☐ NO☐ NO☐ NO☐ NO☐ NO☐ NO☐ NO | |
| SETTLEMENT INFORMATION What, if anything, are you willing detail as possible (e.g., dealership | | | | s much |
| Has this offer been communicated If you checked YES, please indica □ The customer accepted the offe □ The customer rejected the offe □ The customer has not indicated | te the customer's resper on/ on// r on// | onse below: | | |
| If the customer accepts this offer, performance date or time frame: | | ement be perfor | med? Please indicate | e a specific |
| ARBITRATION INFORMATION Please list customer requests that | t you feel are ineligible | for arbitration an | d explain why. | |
| Please write your position as to th | ne cause of each probl | em listed on the C | Sustomer Claim Form. | |
| Please indicate the decision you re | equest the arbitrator t | o render: | | |
| List the amount of any over al I will participate | | quity : \$ □ In person □ | In writing | |
| Return this form as soon as possi | ble | · | - | , |
| To: BBB AUTO LINE | Completed by: Future contact | · | Date:/ | / |
| Fax: 703.247.9700 | Phone: | • | Fax: | |

Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE



September 9, 2008

STEPHANIE STEWART CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Re:m09 CHV0848530: vs Chevrolet Motor Division 1G1ZH57B38F

Dear Madam/Sir:

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

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

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

Sincerely,

William Clopton at Extension 502

To: 703-247-9700

2516264904

From:

TERRY THOMPSON CHEVY

PAGE 02

09/04/2008 05:50

CHEVROLET 1462 15.5. Highway 9R P.O. See 1207 Displace Alabora 2002a 171 KENONIK (201) AM-DAX

RO: 194614

Cashier: 000226 07:51-1

Date Out: 08/30/2008

Status: MODIFIED REPRINT

CLOSED

IN:08200UT:0950

VIN: 1G1ZH57B38F1

Pg 7/11 09/09/08 12:50 pm

2008 CHEV MALIBU 11T

Est. Mileage:

5579

BAY MINETTE AL

Work:

afgregar 400 to 400 to

Home:

Customer: 50410

Cellular: N/A

Advisor: 000517-David R Driver

Hat: 627

Date In: 08/22/2008

Acct

Tech

Hours Complaint/Cause/Correction

Par Unit Extended Price

[WARRANTY]

WPAYMC 000354W 1.6 CUSTOMER STATES STEERING IS HARD TO STEER, SITTING AT LIGHT STEERING WHEEL SHIMMIES BACK AND FORTH TEST DROVE TO VERIFY, CONNECT TECH2. NO DTC'S STORED.CONTACTED TECH ASSIST, INSTRUCTED TO PERFORM POWERSTEE RING CONTROL MODULE SETUP. DOC# 1410260. PERFORMED MODULE SETUP. TEST DROVE AND STILL SHIMMIES AT STOP. NECESSARY TO

REPLACE COLUMN.

PO:

HRS 1.6 E7680 OX 3M 15926870

COLUMN

6.518

Operation Total:

0.00

[WARRANTY SUBLET]

WPAYSC *B

CUSTOMER STATES RENTAL ENTERPRISE

RENTAL CAR

ENTERPRISE LEASING CO. INC

Operation Total:

0.00

[WARRANTY]

0.4

WPAYMC 000354W CUSTOMER STATES CAMPAIGN 08102, REPLACE WHEEL COVERS REPLACED WHEEL COVERS TO COMPLETE RECALL.

HRS 0.4 V1799 MA 96

POI Parts: 4

9596921

COVER

5.858

Operation Total:

0,00

01/24/2000 18:35

From:

3344520066

OM:

UJ CHEVROLET CO INC

Pg 9/11 09/09/08 12:50 pm

PAGE 03

U-JCHEVROLET

P.O. BOX 860189 • 7581 AIRPORT BLVD. MOBILE, ALABAMA 36685 (251) 633-3321



DIAL DIRECT
Service (251) 544-4400
Parts (251) 544-4401
Body Shop (251) 544-4402

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| | | | | - | THANI | V VOU |

PAGE 2 OF 2

CUSTOMER COPY

[END OF INVOICE] 08:02#m

THANK YOU

FOR YOUR

BUSINESS!

01/24/2000 18:35

3344520066

UJ CHEVROLET CO INC

PAGE 02

U-JCHEVROLET

P.O. BOX 850189 • 7581 AIRPORT BLVD. MOBILE, ALABAMA 36685 (251) 633-3321



DIAL DIRECTService (251) 544-4400
Parta (251) 544-4401
Body Shop (251) 544-4402

| CUSTOMER NO. | | AUVISION | | TAN NO. | THAT PICE DATE | INACIGG NG |
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| MEGICANCE PHONE | AUGURANA PROSISE | COMMENTS | | | 04/22/08 | |
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| PARTSQTYFP- JOB # 1 | NUMBER 52495729 | VALVE KIT 9.213 | ······UNIT PRICE. 1 TOTAL PARTS | MARRANTY 0.00 | | |
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PAGE 1 OF 2

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 08:02am

THANK YOU FOR YOUR BUSINESS!

7581 AIRPORT BLVD • P.O. BOX 850189 MOBILE, ALABAMA 36685 (251) 633-3321



84779

DATE 04/18/2008

T08414A STOCK NO.

SALESMAN JOHN L DREDGE

SOLD TO: BAY MINETTE AL ADDRESS:

PHONE #

| PHONE #: | | | <u></u> | <u> </u> | |
|--|-------------------|--|---|---------------------------------------|---|
| FAR NEW OR MAKE | COLOR | GODEL | STOCK NO | COST NO | BULLIAN W |
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| HE SELLER, U-J CHEVROLE | T CO., INCORPOR | ATED, HEREBY EXPRESSI | Υ | | 28359 42 |
| ISCLAIMS ALL WARRANTIE | S, EITHER EXPRES | RTICULAR PURPOSE, AN | D DEPOSIT | 2208 | N/A |
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| J-J CHEVROLET CO., INCOP ZES ANY OTHER PERSON NECTION WITH THE SALE OF | THE VEHICLE, | T08414B | | ari probe Village Village en en | haney Salaka . |
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Repeates and Reynolds OK75129 G 108/07)

84779

PENALTY OF FIFTEEN DOLLARS (\$15.00) DUE IF VEHICLE IS NOT REGISTERED IN THE NAME OF THE NEW OWNER WITHIN 20 CALENDAR DAYS.

day of .

NOTARY PUBLIC

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| Stock# T08414A | 66169 Da | 04/18/2008 |
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| -J Chevrolet Co., | DEADER OF HORS | |
| Chaviolet Co., inc. | | *** |
| OT been wrecked, | | |
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| and Yes□No□ | RETAIL DELIVERY FEES | 279.00 |
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Body Type⁴⁰ _Color^{GRN} Mileage VIN # 3FAFP07156R Cyl_6 Tag# Decal

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|--|-----------------|----------------------|
| Lien To ^{REGIONS} B Address PO BOX | ANK 1994 | |
| CityBIRMINGHAM | State AL | Zip ³⁵²⁰¹ |

BALANCE ON DELIVERY EXTENDED SERVICE UNPAID BALANCE OF

PLEASE READ CAREFULLY.

Disclaimer

The purchaser of the vehicle herein understands that it may have suffered damage during production, transit, or while in the control and possession of the seller. There are no warranties of merchantability or fitness being made by the seller to purchaser as to repairs of such damage.

U-J Chevrolet Co., Inc. shall not be fleble for the failure to deliver or delay in delivering the motor vehicle covered by this order when such failure or delay is due, in whole or part, to any cause beyond the control of U-J Chevrolet Co., Inc.

Purchaser agrees that this Order revokes any and all prior agreements and, together with the terms and conditions of the Retall Installment Sales Contract and Arbitration Agreement includes all of the terms and conditions of this offer to purchase. This Order shall not become binding upon the Desier until accepted by the authorized representative of the Desier. Purchaser by his execution of this Order acknowledges that he has read and accepts the terms and conditions of this Order.

Purchaser's deposit is refundable only when financing cannot be obtained.

Disclaimer of Warranties
All warranties on this vahiols are the manufacturers, U-J Chevrolet Co., Inc. is in no respect the agent of the manufacturer, U-J Chevrolet Co., Inc. hereby expressly denies on this vahiole all warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and U-J Chevrolet Co., Inc. in no way affects the terms of the manufacturer's warranty, in case of a used vahiole or chassis the applicability of an existing manufacturer's warranty, it any, shall be detarmined solely by the terms of such warranty

Retail Delivery Fees
This fee includes administrative services, notary services, courier services and maintenance of sales and service documents. This charge represents cost of and/or profit to the seller/dealer for items se inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical services which have been reimbursed to the dealer by the manufacturer.

Visid Spread/Assignment Fee
If the vehicle is financed, dealer may be gold by the designee of the contract an assignment fee. Dealer may also be paid a yield spread premium représenting the différence between the dealers discounted interest des and the oustoner's rate of interest?

Port 04/18/08 Accepted By

23068,41

N/A

N/A

N/A

23068.41

23093.41

825.00

BALANCE DUB

PARTIAL PAYMENT

CONSUMER REBATE

OTHER REBATE

AGREEMENT

CASH PRICE

703-247-9700

| | Marie marie and a second recommendate |
|--|--|
| The state of the s | |
| YOUR POSSESSION OF THIS DIXUMENT DECLARES THAT YOU HAVE KNOWLEDGE OF ALABAMA. THIS NOTICE APPLIES IN AND FEDERAL HAZARDOUS MATERIALS REQULATIONS AS ADOPTED BY. THE STATE OF ALABAMA. THIS NOTICE APPLIES IN AND FEDERAL HAZARDOUS MATERIALS. COMMERCIAL VEHICLE WITH GROSS WEIGHT EXCEEDING 19700 POUNDS OR USED TO HAVE MAZARDOUS MATERIALS. | IN THE EHICLE ATLONS DAMY |
| AFFIDAVIT OF DISABILITY - UNITED STATES VETERAN 1. the undersigned, certify that I am currently evaluated by the U.S. Department of Verterans Affians as | |
| I, the undersigned, are the lewful and true owner of the vertex tact that any public street, read, is ingularly mader the penalties of parjury, that this vehicle has not been used or operated on any public street, read, is ingularly under the penalties of parjury, that this vehicle has not been used or operated on any public street, read, is ingularly that the penalties of Alabama during the registration period. | ny. Ne |
| (i)rite? | L:, |
| (Date) I understand that Alabama law provides for an annual registration fee tileanse last), collected on a suggested basis, for use or operation for the registration low vehicle on public roads or highways of this State and that this "Alfabert of Non-Use" will provide an exemption from the registration low vehicle on public roads or highways of this State and that they are also been will provide an exemption from the registration low vehicle on public roads or highways of this State and other above. | eser |
| Date | And the second s |
| CWIET'S Signature | |
| | POUR POSSESSION OF THIS DOLEMENT OF REQUEATIONS AS ADOPTED BY THE STATE MATERIALS. REQUEATIONS AS ADOPTED BY THE STATE MATERIALS. REQUEATIONS AS ADOPTED BY THE MATERIALS. MATERIALS. REQUEATIONS AS ADOPTED BY THE MATERIALS. AFFIDAVIT OF DISABILITY — UNITED STATES VETERAN 1. the undersigned, certify that I am currently evaluated by the U.S. Department of Verterans Affairs as |

To: 703-247-9700





To: From:

Pages: 11 (including cover page)

Re: 09 September, 2008.PDF

Comments:

ATTENTION WILLIAM CLOPTON

I do not have a copy of the work order from this past week terry thompson is still working on my car and will not give me a copy until they figure out what is causing the steering to go out and it is complete.

BBB AUTO LINE Customer Claim Form

Case number: CHV0848530 Contact Date: 09/08/08

Start Date:

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

| Titled owner: |
|---|
| |
| Mailing address |
| City: BAY MINETTE State: AL Zip code: |
| Day phone: Evening phone: Cell phone: |
| Fax: E-mail address: |
| SECTION 2: VEHICLE INFORMATION |
| Make: Chevrolet Model: Malibu Year: 2008 Current mileage: 5217 |
| Name(s) that appears on the vehicle title: |
| Selling dealer/city/state: , , UJ Cheurole+ Mohile, Al |
| Primary Servicing dealer/city/state: Terry Thompson, |
| Acquired as new X used demo leased Is the vehicle in your possession? yes X no |
| Purchase/lease date: 04/18/08 Mileage at purchase/lease: |
| First repair attempt date: 04/25/08 First repair attempt mileage: 1647 How often is the vehicle used Number of vehicles owned Transmission type: |
| How often is the vehicle used Number of vehicles owned Transmission type: for business purposes (percentage): 0 % or leased by the business: Automatic Manual |
| Has the vehicle been in an accident/had body damage? ves no Date of accident: |
| Description of damage: |
| ECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern) |
| THINK THIS CAR COULD KILL ME OR MY FAMILY WITH THE STEERING |
| GOING OUT THEREFORE I AM SCARED OF THIS CAR AND FEEL LIKE IT IS A LEMON WOULD LIKE A REPLACEMAENT OF COMPARABLE CAR. |
| ENGLY WOOLD LIKE A REPLACEMAENT OF COMPARABLE CAR. |
| |
| |
| |
| Please complete the missing information in the box below and on page 2. |
| VEHICLE INDENTIFICATION NUMBER 1612H57B38F |
| Lienholder/Leasing Company Regions Bank Phone Number 877-430-45 |
| Account Number |









Chreral Motors business resource center

September 10, 2003

Jerry Smith U-J Chevrolet 7581 Airport Blvd Mobile, AL 36608

Fax: (251) 452-0692

Re:

Siebel Request: 71-660215571 2008 Chevrolet Malibu VIN #1G1ZH57B38F

Dear Mr. Smith:

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

In order to perform a case assessment, please provide me with copies of all dealer sales and service documents regarding this vehicle within 24 hours. The specific documents needed are:

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

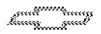
Please fax them to the number found below. If there are any fax difficulties or the documents exceed 50 pages, please contact me as soon as possible.

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

Sincerely,

Stephanie Stewart

BRC Customer Relationship Specialist Ph# 800-231-1841, prompt 9, prompt 5, extension 41501 FAX# 866-300-4972











CENERAL MOTORS BUSINESS RESOURCE CENTER

September 9, 2008

Jason Morris Terry Thompson 1402 US HWY 98 Daphne, AL 36526

Fax: (251) 626-8810

Re:

Siebel Request: 71-660215571 2008 Chevrolet Malibu VIN #1G1ZH57B38F

Dear Mr. Morris:

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

In order to perform a case assessment, please provide me with copies of all dealer sales and service documents regarding this vehicle within 24 hours. The specific documents needed are:

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

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

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

Sincerely,

Stephanie Stewart

BRC Customer Relationship Specialist Ph# 800-231-1841, prompt 9, prompt 5, extension 41501 FAX# 866-300-4972

Privileged and Confidential Information

CASE ASSESSMENT

By: Stephanie Stewart State: AL

Service Request: 71-BBB Case No.: CHV0848530 Customer Name: 660215571 BAC Code: Vehicle ID No .: In Service Vehicle is: Used 1G1ZH57B38F Date: 112625 1/17/2008 U-J Chevrolet Vehicle Purchased Used on: 4/18/08 at odometer Year, Make & Model: 2008 Chevrolet Malibu Mileage at Time of BBB Filing 5,217 1.361 Lien holder: GMAC Sale Type: Purchase ☐ Lease ☐ Other ☐: Other□: {Name} {Type} CAM Name: Aubrey Washington

DVM Name: Larry Adler

Phone/Cell Number: 404082 8119

Svc Mgr Name:

VEHICLE REPAIR HISTORY

Phone Number: 678-240-9832

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 1410260 and 10258219

#1 Air Conditioner Compressor

| Date: | RO #: | <u>Days</u> Out: | Mileag e: | Description of Complaint and Repair Performed: |
|--------------------------------|-------|---------------------|--------------|---|
| 04/22/0 8 – 04/25/0 8 | 26513 | 5 | 1,579 | U-J – C/S a/c will blow cold then start to blow warmHave to cut a/c offThen cut back onAdviseVariable displacement compressor losing high side pressure after approx 6-7 miles of operationRoad tested vehicle while monitoring HVAC data and found that when A/C started to get warm, high side pressure read 100lbs of pressure and may or may not rise after stoppingPerformed EVAC and recharge to ensure proper refrigerant change in vehicleCharge was exactly 1.1lbs this is the specified amountContacted TAC and spoke with Casey McCure (case 10258219)Who advised replacement of TXV and road testRemove and replace TXVEVAC and recharge systemVehicle was road tested overnight by shop foreman and condition still existed aft approx 7-8 miles of operationContacted TAC second time and spoke with Ken Cole who advised compressor replacement and retestRemove and replaced monitoring HVAC data and found high side pressure maintained minimum pressure of 136 PSI and cooled during entire road testOut mileage 1,647. |

#2 Steering

| <u>Date:</u> | RO #: | <u>Days</u> Out: | Mileag e: | Description of Complaint and Repair Performed: |
|--------------------------------|------------|---------------------|--------------|---|
| 08/30/0 8 | 19461 4 | 8 | 5,579 | Terry Thompson – C/S steering is hard to steer, sitting at light steering wheel shimmies back and forthTest drove to verifyConnect Tech 2No DTC's storedContacted TACInstructed to perform power steering control module set-upDoc 1410260Performed Module set-upTest drove and still shimmies at stopNecessary to replace columnRental provided. |
| 09/03/0 8 – 09/10/0 8 | 19487 5 | 8 | 5,599 | Terry Thompson – C/S car will not steerSteering wheel wobblesDiagnosed steering jerks oscillatesNo DTC's storedNo TSB's or PI's contacted TACInstructed to perform Doc* 1774856Performed docFound power steering motor/module internal failureReplaced power steering module/motorTest drove to verify repairOperating as designedCustomer received enterprise rental. |

Maintenance

| Date: | RO #: | <u>Days</u> <u>Out</u> : | Mileag e: | Description of Complaint and Repair Performed: |
|--------------------------------|------------|-----------------------------|--------------|--|
| 04/15/0 8 – 04/16/0 | 26482 4 | 2 | 1,350 | U-J – Customer request LOFChanged oil and filter and lubed chassis when applicable. |
| 8 08/09/0 8 – 08/11/0 | 27093 9 | 3 | 5,047 | U-J - Customer request LOFOil and filter change w/ lube 2.4L |
| 8 08/11/0 8 | 27093 9 | * | 5,047 | U-J – Customer declined recommended service tire rotations. |

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

| Date: | RO #: | <u>Days</u> Out: | Mileaq e: | Description of Complaint and Repair Performed: |
|--------------|------------|---------------------|--------------|--|
| 08/11/0 8 | 27093 9 | * | 5,047 | U-J – Perform campaign 08102 ordered wheel covers. |
| 08/30/0 8 | 19461 4 | * | 5,579 | Terry Thompson – C/S campaign 08102Replace wheel covers to complete recall. |

Has the vehicle ever been involved in a accident N

Did you confirm your answer with the customer Y

What type of damage was sustained (example front end collision)

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

| | Vas 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 au | uthoriz | ed by the | e DVM/C | CAM | | | | | |
| Other | | | | | | | | | |
| Date: | <u>RO #:</u> | <u>Days</u> Out: | Mileaq e: | Description of Complaint and Repair Performed: | | | | | |

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

GM Program Summary Repurchase/Replacement: A claim seeking repurchase or replacement must be received by BBB AUTO LINE within one year or 12,000 miles — whichever comes first — from the date the vehicle was first put into use.

Lemon Law Repurchase/Replacement: The Alabama lemon law creates a presumption that a manufacturer has had a reasonable number of repair attempts if, during the period of two years following the vehicle's delivery or 24,000 miles, whichever comes first. Actions must be commenced within three years following the date of original delivery of the motor vehicle to the consumer.

GM Program Summary Repairs/Reimbursement for past repairs: A claim seeking repairs or reimbursement for past repairs must be received by BBB AUTO LINE before the expiration of the General Motors Bumper-to-Bumper new vehicle warranty.

THE STATE LEMON LAW READS:

Days out of service: 30 or more calendar days Repairs 3 or more and continues to exist. Time period 24 / 24,000

Does Lemon Law state nonconformity must continue to exist? Y

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

Number of repair attempts in the presumption period: 2
Total days out of service during the presumption period: 21
Total days out of service during customer's ownership: 21

Vehicle Meets Presumption of Lemon Law NO

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: Steering...Previously in SR. Dlr was unable to duplicate the concern. Customer wished to take it

to a different dirship

Date & Offer/Result: 9/4/2008 - BRC CRS took over file

RECOMMENDATION AND RATIONALE

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

Cust sts: Feels that it is a safety concern.

DVM sts: Doesn't believe that the vehicle should be repurchased.

SVM sts: Doesn't believe that it is a safety concern. The steering is still there, it is just more difficult.

CRS Rationale: The customer has stated the steering is going out. The dealership said that it is the power assist. You can still steer, it is just more difficult. The DVM doesn't believe this vehicle is unsafe or should be repurchased. DVM does feel it warrants a vehicle payment. The vehicle payment is \$371.00. Customer accepts offer. CRS verified customer received payment.

| What are the 3 main strengths of the customer's case to win repurchase through Lemon Law - Age and mileage | | | | | | | | |
|--|-------------------------|---------------------|--------------------------|--|--|--|--|--|
| - Customer does have steer | ing concerns that could | potentially be con- | sidered a safety item. | | | | | |
| | | | | | | | | |
| What are the 3 mains weak - Amount of repairs that have | | 's case to win repu | rchase through Lemon Law | | | | | |
| | | | | | | | | |
| Decision reached by CRS: | Arbitrate case: | Settle case: | | | | | | |

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

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









GENERAL MOTORS BUSINESS RESOURCE CENTER

September 10, 2008

Jerry Smith U-J Chevrolet 7581 Airport Blvd Mobile, AL 36608

Fax: (251) 452-0692

Re:

Siebel Request: 71-660215571 2008 Chevrolet Malibu VIN # 1G1ZH57B38F

Dear Mr. Smith:

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

In order to perform a case assessment, please provide me with copies of all dealer sales and service documents regarding this vehicle within 24 hours. The specific documents needed are:

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

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

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

Sincerely,

Stephanie Stewart BRC Customer Relationship Specialist Ph# 800-231-1841, prompt 9, prompt 5, extension 41501 FAX# 866-300-4972

| 2008 | MALIBU 1LT | | GENERAL M | OTORS COR | PORATION |
|--------|-------------------------------------|----------|-----------|------------|-----------|
| 58U | BLACK GRANITE METALLIC | /L4G | & SUBSIDI | ARIES | |
| | TITANIUM | | RENAISSAN | | |
| | R NO. MMGQ40/TRE STOCK N | Ο. | | | 8243-1114 |
| VIN | 1G1 ZH57 B3 8F | | VEHICLE I | NVOICE 1AI | D17436105 |
| | ******* | | | | |
| MODE | L & FACTORY OPTIONS 9 MALIBU 1LT | MSRP | INV AMT | RETAIL - | STOCK |
| 1ZH6 | 9 MALIBU 1LT | 20305.00 | 19188.23 | INVOICE 3 | 12/07/07 |
| B86 | BODY COLOR BODYSIDE MOLDINGS | | 124.50 | SHIPPED 3 | 12/07/07 |
| FE9 | 50-STATE EMISSIONS | N/C | N/C | EXP I/T | 12/19/07 |
| LE5 | ENGINE, 2.4L DOHC MFI | N/C | N/C | INT COM | 12/19/07 |
| MN5 | 4-SPEED AUTO TRANSMISSION | 0.00 | 0.00 | PRC EFF | 12/07/07 |
| | POWER CONVENIENCE PACKAGE: | | | | |
| | *POWER 6-WAY DRIVER SEAT | | | WFP-F QTI | |
| | *REMOTE START | | | BANK: GMZ | |
| | *POWER ADJUSTABLE PEDALS | | | CHG-TO | |
| | | | | 0110 10 | 21 01, |
| ррм | PREMIUM MAT PACKAGE: | 185 00 | 153.55 | SHIP WT: | 3377 |
| 1 211 | *PREMIUM CARPETED FLOOR MATS, | 103.00 | 133.33 | HP: | |
| | FRONT/BACK | | | | 20135.08 |
| | *TRUNK MAT | | | | 21034.41 |
| | *CARGO NET | | | | |
| | CANGO NEI | | | MEMO | |
| 7777 2 | EDONT I TORNOR DI ATTE DO ACVET | 0 00 | 0 00 | MEMO | 912.50 |
| | FRONT LICENSE PLATE BRACKET | | 70.00 | | |
| 580 | BLACK GRANITE METALLIC | 95.00 | 78.85 | | |
| | | | | | |

| TOTAL MODEL & OPTIONS | 21250 00 | 19972.58 | ъ⊂т 231 | 19985 08 |
|-------------------------|----------|----------|---------|----------|
| DESTINATION CHARGE | 650.00 | | | 637.50 |
| LAM DEALER CONTRIBUTION | 030.00 | | ADV 261 | |
| LAM GROUP CONTRIBUTION | | 106.25 | EXP 65A | 106.25 |

TOTAL 21900.00 20941.33 PAY 310 20941.33

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 19999.25

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.

|): | 866-300-4972 | From: | Pg 1/ 2 09/22/08 7:11 am |
|----|--------------|-------|--------------------------|
| | | | |
| | | | |
| | | | |
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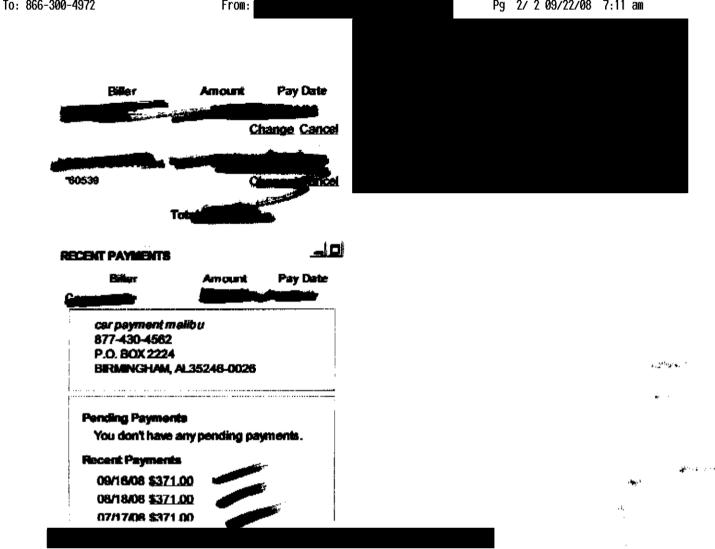
To: From:

Fax Number: 8663004972 Date: 09/22/2008

Pages: 2 (including cover page)

Re: Monday, September 22, 2008 001.PDF RMON

Comments:



Friday, September 19, 2008 1:35:02 PM

ADR File Checklist

| SR Numbe <u>r:71-660215571</u> | BBB Case: CHV08 <u>48530</u> |
|---|--|
| Customer: | VIN:1G1ZH57B38F |
| Make/Model/Year: Chevrolet/Malibu/2008 | 3 , |
| Received Date: 9/8/2008 12:18 Day 15 D | |
| Primary Concern: Steering assist become | es inoperable. |
| | |
| Case Scan / Acknowledgement (24 hrs | s) Completion Date/Time: |
| Initial Calls (72 hrs): | |
| Customer | Completion Date/Time: 9/8/2008 / 05:52pm |
| Dealer Svc Mgr | Completion Date/Time: 9/8/2008 / 02:56pm |
| ☐ Dealer Finance Mgr | Completion Date/Time: / |
| ⊠ AVM | Completion Date/Time: 9/9/2008 / 12:05pm |
| Repair Orders Requested: | Received: X |
| Sales Documents: | Received: X |
| BARS / Finance Sheet | |
| Case Assessment (by Day 14): | |
| Lemon Law Eligible: | Yes No |
| Presumption: | Yes No No |
| ◯ GM Position – Customer / BBB Due 1 | Date (7-10 days): |
| Settlement / Goodwill Offered Date: | |
| All Documents Attached (by Day 15) | |
| Arbitration Date: | |
| ☐ Closing Activities: | |
| Settlement | Completion Date/Time: 10/7/2008 / 05:16pm |
| Executive Summary | Completion Date/Time: 10/7/2008 / 05:18pm |
| Close Siebel | Completion Date/Time: 10/9/2008 / 12:30pm |
| | |
| DVM: Larry Adler | Node/Box: 404082 8119 |
| Service Dealer: Terry Thompson | Svc Mgr: Jason Moris |
| Selling Dealer: U-J Chevrolet | Contact: Jerry Smith |

NOTES: Customer received a payment in the amount of \$371.00.

Privileged and Confidential Information

CASE ASSESSMENT

By: Stephanie Stewart State: AL

Service Request: 71-BBB Case No.: CHV0848530 Customer Name: 660215571 Vehicle ID No.: BAC Code: In Service Vehicle is: Used 1G1ZH57B38F Date: 112625 1/17/2008 U-J Chevrolet Vehicle Purchased Used on: 4/18/08 at odometer Year, Make & Model: 2008 Chevrolet Malibu Mileage at Time of BBB Filing 5,217 1.361 Lien holder: GMAC ☐ Other ☐: {Name} Sale Type: Purchase ☐ Lease ☐ Other ☐: {Type} DVM Name: Larry Adler CAM Name: Aubrey Washington Phone/Cell Number: 404082 8119 Phone Number: 678-240-9832

VEHICLE REPAIR HISTORY

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

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

HAS TAC BEEN CONTACTED FOR SERVICE HISTORY Y OR N. IF **YES** PLEASE INCLUDE TAC # AND EXPLANATION TAC WAS INVOLVED. IF TAC HAS 1410260 and 10258219

#1 Air Conditioner Compressor

Svc Mgr Name:

| Date: | RO #: | <u>Days</u> Out: | Mileaq e: | Description of Complaint and Repair Performed: |
|--------------------------------|-------|---------------------|--------------|---|
| 04/22/0 8 - 04/25/0 8 | 26513 | 5 | 1,579 | U-J – C/S a/c will blow cold then start to blow warmHave to cut a/c offThen cut back onAdviseVariable displacement compressor losing high side pressure after approx 6-7 miles of operationRoad tested vehicle while monitoring HVAC data and found that when A/C started to get warm, high side pressure read 100lbs of pressure and may or may not rise after stoppingPerformed EVAC and recharge to ensure proper refrigerant change in vehicleCharge was exactly 1.1lbs this is the specified amountContacted TAC and spoke with Casey McCure (case 10258219)Who advised replacement of TXV and road testRemove and replace TXVEVAC and recharge systemVehicle was road tested overnight by shop foreman and condition still existed aft approx 7-8 miles of operationContacted TAC second time and spoke with Ken Cole who advised compressor replacement and retestRemove and replaced monitoring HVAC data and found high side pressure maintained minimum pressure of 136 PSI and cooled during entire road testOut mileage 1,647. |

#2 Steering

| <u>Date:</u> | RO #: | <u>Days</u> Out: | Mileag e: | Description of Complaint and Repair Performed: |
|--------------------------------|------------|---------------------|--------------|---|
| 08/30/0 8 | 19461 4 | 8 | 5,579 | Terry Thompson – C/S steering is hard to steer, sitting at light steering wheel shimmies back and forthTest drove to verifyConnect Tech 2No DTC's storedContacted TACInstructed to perform power steering control module set-upDoc 1410260Performed Module set-upTest drove and still shimmies at stopNecessary to replace columnRental provided. |
| 09/03/0 8 – 09/10/0 8 | 19487 5 | 8 | 5,599 | Terry Thompson – C/S car will not steerSteering wheel wobblesDiagnosed steering jerks oscillatesNo DTC's storedNo TSB's or PI's contacted TACInstructed to perform Doc* 1774856Performed docFound power steering motor/module internal failureReplaced power steering module/motorTest drove to verify repairOperating as designedCustomer received enterprise rental. |

Maintenance

| Date: | RO #: | <u>Days</u> <u>Out</u> : | Mileag e: | Description of Complaint and Repair Performed: |
|--------------------------------|------------|-----------------------------|--------------|--|
| 04/15/0 8 – 04/16/0 | 26482 4 | 2 | 1,350 | U-J – Customer request LOFChanged oil and filter and lubed chassis when applicable. |
| 8 08/09/0 8 – 08/11/0 | 27093 9 | 3 | 5,047 | U-J - Customer request LOFOil and filter change w/ lube 2.4L |
| 8 08/11/0 8 | 27093 9 | * | 5,047 | U-J – Customer declined recommended service tire rotations. |

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

| Date: | <u>RO #:</u> | <u>Days</u> Out: | Mileaq e: | Description of Complaint and Repair Performed: |
|--------------|--------------|---------------------|--------------|--|
| 08/11/0 8 | 27093 9 | * | 5,047 | U-J – Perform campaign 08102 ordered wheel covers. |
| 08/30/0 8 | 19461 4 | * | 5,579 | Terry Thompson – C/S campaign 08102Replace wheel covers to complete recall. |

Has the vehicle ever been involved in a accident N

Did you confirm your answer with the customer Y

What type of damage was sustained (example front end collision)

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

| (A Trade | Repurci | hase is to b | e offered | d as a settlement before a Straight can be considered) | |
|----------|---------|--------------|-----------|--|--|
| Date at | utnoriz | ed by the | DVIVI/C | CAM | |
| Other | | | | | |
| Date: | RO #: | <u>Days</u> | Mileaq | Description of Complaint and Repair Performed: | |

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

GM Program Summary Repurchase/Replacement: Yes. The customer is with 12/12,000

Lemon Law Repurchase/Replacement: Yes. The customer is within 24/24,000

GM Program Summary Repairs/Reimbursement for past repairs: Yes. The customer is within B2B

THE STATE LEMON LAW READS:

Days out of service: 30 or more calendar days Repairs 3 or more and continues to exist. Time period 24 / 24,000

Does Lemon Law state nonconformity must continue to exist? 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: 2
Total days out of service during the presumption period: 21
Total days out of service during customer's ownership: 21

Vehicle Meets Presumption of Lemon Law NO

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: Steering...Previously in SR. DIr was unable to duplicate the concern. Customer wished to take it

to a different dlrship

Date & Offer/Result: 9/4/2008 - BRC CRS took over file

RECOMMENDATION AND RATIONALE

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

Cust sts: Feels that it is a safety concern.

| DVM sts: |
|---|
| SVM sts: Doesn't believe that it is a safety concern. The steering is still there, it is just more difficult. |
| CRS Rationale: Believes that it could potential be viewed as a safety concern. |
| |
| What are the 3 main strengths of the customer's case to win repurchase through Lemon Law |
| |
| |
| What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law |
| |
| |
| |
| Decision reached by CRS: Arbitrate case: Settle case: |

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

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

TERRY THOMPSON CHEVROLET, INC.
PO BOX 1207
DAPHNE, AL 36526
CASHIER (251) 626-0631 EXT 103
FAX NUMBER (251) 626-4904

| DATE 9 10 08 |
|---|
| FAX TO: STEPHONE STEWART TELEPHONE 800 - 231 - 1841 Ext - 41501 |
| Number of Pages: |
| CUSTOMER JERRY Thompson Cherrolet |
| REPAIR ORDER NUMBER 194614 / 194875 |
| AUTHORIZATION OR CLAIM NUMBER |
| DOLLAR AMOUNT OF CLAIM \$ |
| |

PLEASE FAX ALL CREDIT CARD AUTHORIZATION PAYMENTS TO (251) 626-4904

MAIL ALL PAYMENTS TO: TERRY THOMPSON CHEVROLET, INC.
PO BOX 1207
DAPHNE, AL 36526

IF THERE IS A PROBLEM WITH THIS CLAIM TERRY THOMPSON CHEVROLET, INC. NEEDS TO BE NOTIFIED IMMEDIATELY BY FAX OR PHONE IN REGARDS TO WHY THE CLAIM IS PENDING. OTHERWISE ALL CLAIMS ARE TO BE PAID IMMEDIATELY.

THANK YOU.





Dapimo, Alabania 26526 121 EPHONE: (251): 626-0631.



RO: 194614

Cashier: 000627 11:57-2

Date Out: 08/29/2008

50410 Customer:

BAY MINETTE AL

VIN:1G1ZH57B38F

2008 CHEV MALIBU 1LT

Est. Mileage:

Work:

Home:

Cellular: N/A

Advisor: 000517-David R Driver

Hat: 627

Date In: 08/22/2008

OΡ Acct

Complaint/Cause/Correction

5579

Tech

Hours

[WARRANTY]

Per Unit Extended Price

WPAYMC 000354W 1.6 A

CUSTOMER STATES STEERING IS HARD TO STEER, SITTING AT LIGHT

STEERING WHEEL SHIMMIES BACK AND FORTH

TEST DROVE TO VERIFY, CONNECT TECH2. NO DTC'S STORED.CONTACTED TECH ASSIST, INSTRUCTED TO PERFORM POWERSTEE RING CONTROL MODULE SETUP. DOC# 1410260. PERFORMED MODULE TEST DROVE AND STILL SHIMMIES AT STOP. NECESSARY TO

REPLACE COLUMN .

PO:

HRS 1.6 E7680 OX 3M

COLUMN

6.518

0.00 Operation Total:

Parts:

15926870

[WARRANTY SUBLET]

*B WPAYSC

CUSTOMER STATES RENTAL ENTERPRISE

0.00

[WARRANTY]

WPAYMC *C 000354W 0.4

CUSTOMER STATES CAMPAIGN 08102, REPLACE WHEEL COVERS

REPLACED WHEEL COVERS TO COMPLETE RECALL.

PO: Parts: 4 HRS 0.4 V1799 MA 96 9596921

COVER

5.858

Operation Total:

Operation Total:

0.00

Signature

Thanks for shopping with TERRY THOMPSON!!!





Dapine, Alabema 36526 THE EPSIONE: (231) 626-0631



RO: 194875

15:50-1 Cashier:

Date Out: 09/10/2008

Customer:

BAY MINETTE AL

VIN: 1G1ZH57B38F1

2008 CHEV MALIBU 1LT

Est. Mileage: 5599

Delivered: 08/22/2008

Home:

Cellular: N/A

Hat: 870

Date In: 09/03/2008

Advisor: 000517-David R Driver

ΟP Acct

Hours Tech

Complaint/Cause/Correction

Work:

[WARRANTY]

Extended Price Per Unit

000354 0.0 WPAYMC

CUSTOMER STATES CAR WILL NOT STEER, STERING WHEEL WOBBLES DIAGNOSED STEERING JERKS OSCILLATES, NO DTC'S STORED. NO TSB'S OR PI'S CONTACTED TAC, INSTRUCTED TO PERFORM DOC# 174856. PERFORMED DOC, FOUND POWER STEERING MOTOR/MOUDULE INTERNAL FAILURE. REPLACED POWER STEERING MODULE/MOTOR. TEST

DROVE TO VERIFY REPAIR. OPERATING AS DESIGNED. PO: AV 00

Parts: 1 SO 25805894 MOTOR

6.605

Operation Total:

0.00

[WARRANTY SUBLET]

WPAYSC

CUSTOMER STATES ENTERPRISE RENTAL

Operation Total:

0.00

Signature:

Thanks for shopping with TERRY THOMPSON!!!

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

| Customer: | SR #: 71-660215571 | BBB#: CHV |
|-----------|---------------------------|-----------|
|-----------|---------------------------|-----------|

This form may be used to identify possible Overallowance or Negative Equity and to determine any customer incentives which were paid but may not be easily identifiable on a Bill of Sale.

You must determine the TRUE purchase price of a vehicle and identify any Overallowance, Negative Equity, and/or Incentives prior to arbitration or voluntary repurchase.

Section 1

| Purchase Price – Used Vehicle | 22995.00 |
|---|------------|
| (from Bill of Sale, before tax, tag, title, etc.) | |
| MSRP | - 21900.00 |
| (from BARS Invoice screen) | |
| Subtract the MSRP from the Purchase Price | = 1095.00 |
| (If positive, look for Overallowance) | |

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

Section 2

| Trade Allowance | 15800.00 | |
|---|------------|--|
| (from Bill of Sale) | | |
| Actual Cash Value (ACV) | - 12000.00 | |
| (from ACV Statement) | | |
| Subtract the ACV from the Trade Allowance | | |
| If positive, the Trade Allowance is higher than the ACV of the trade-in. This is Overallowance. | | |

Section 3

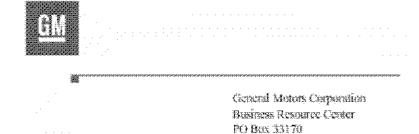
| Trade Allowance | 15800.00 | |
|---|------------|--|
| (from Bill of Sale) | | |
| Payoff on Trade | - 15241.58 | |
| (from Bill of Sale) | | |
| Subtract the Payoff on Trade from the Trade Allowance | | |
| If negative, the Payoff on the Trade is higher that the Trade Allowance. This is Negative Equity. | | |

Section 4

| Purchase Price | 22995.00 | |
|---|----------|--|
| (from Bill of Sale, before tax, tag, title, etc.) | | |
| Incentives not included in the Purchase Price | - 00.00 | |
| (from BARS and Incentive Acknowledgement sheet) | | |
| Do not include fuel-fill credit or Dealer incentives. GM Card points must be included. | | |
| Overallowance/Negative Equity | | |
| (use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger) | | |
| Subtract the Incentives and the Overallowance/Negative Equity from the Purchase | | |
| Price. This is the Actual price of the vehicle that should be presented to the BBB on | | |
| the Agreement to Arbitrate (ATA). | | |
| | | |

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

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



Detroit, MI 48232-5170

VIA FAX ONLY

September 23, 2008

Dave Lilley, Esq. Alex Simanovsky & Associates, LLC 2300 Henderson Mill Rd NE Ste 300 Atlanta, GA 30345-2704

RE:

Service Request: 71-665664242

2006 Chevrolet Malibu

Vehicle Identification Number: 1G1ZS51F76F

Legal Research Specialist: Amy Scott

Dear Mr. Lilley:

This is to advise that General Motors is in receipt of the above referenced case dated September 16, 2008. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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

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

Sincerely,

General Motors Corporation













RELEASE OF LIEN INFORMATION

| I | , |
|---|---|
| (Client's Name) | , |
| hereby authorize | |
| hereby authorize (Lien holder Name | 2) |
| (Lien holder Address) | (Lien holder Phone Number) |
| to release any and all information regarding | g my loan account #(Account Number) |
| | |
| (Lien holder Name) | |
| to General Motors Corporation, including bloan payoff amount, and per diem informat | out not limited to a complete payment history of my account, a ion. |
| Date | |
| | |
| VEH | ICLE INFORMATION |
| The current vehicle mileage is | Date mileage read: |
| <u> </u> | |
| | |
| Signature | Signature |











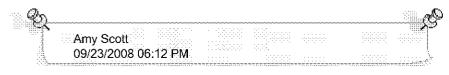


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To:

rose.crookston@gm.com

Subject: Legal Confirmation for Wood

Dear Rose Crookston:

Hi, my name is Amy Scott. This email is to follow up on my voicemail regarding Service Request 71-665664242 for customer. The customer's vehicle is a 2006 Chevrolet Malibu with approximately 44,100 miles. The customer has been working with Al Willeford Chevrolet in Portland, Texas and Bradford Motors in Alice, Texas. Due to time constraints, your response to this e-mail is required within 24 hours. The Vehicle Identification Number for the involved vehicle is 1G1ZS51F76F

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. To make it easier for you to meet the 24 hour turnaround, please review the following options and reply with your choice:

- A) I am familiar with this customer and vehicle and I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- B) I am not aware of this particular customer or vehicle. However, I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel.
- C) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement. If the settlement requires a Repurchase, I would like to re-engage in this case. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- D) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement including a Repurchase, if necessary. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)

E) Unfortunately, I am not aware of this particular customer case and cannot provide any information related to this customer. In addition, I am not able to have any involvement with the case handling. Please resolve this case according to the Early Resolution program policies for case settlement including a Repurchase, if necessary.

Please reply with your choice of the above options within 24 hours. Your 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,

Amy Scott

Phone: 866-790-5600, extension 11130

Fax: 866-485-4464

amy_scott@gmexpert.com

2006 MALIBU SEDAN LS CHEVROLET MOTOR DIVISION 88U MEDIUM GRAY METALLIC /L4G GENERAL MOTORS CORPORATION 83B TITANIUM 100 RENAISSANCE CENTER ORDER NO. JOBP61/TRE STOCK NO. DETROIT MI 48243-1114 VIN 1G1 ZS51 F7 6F VEHICLE INVOICE 1AD78461265 MSRP INV AMT RETAIL - STOCK 17365.00 16409.93 INVOICE 12/02/05 FE9 50-STATE EMISSIONS N/C SHIPPED 12/02/05 N/C EXP I/T 12/20/05 N/C L61 2.2L 4 CYL ENGINE N/C
MX0 4-SPEED AUTO TRANSMISSION N/C
VK3 FRONT LICENSE PLATE BRACKET 0.00 N/C INT COM 12/20/05 0.00 PRC EFF 12/02/05 KEYS G0042 G0042 WFP-S QTR OPT-1 BANK: GMAC - 084 CHG-TO 30-417

> SHIP WT: 3036 HP: 18.4 GMS: 16588.98 SUPPLR: 17332.11 MRM: 17990.00 DAN: 10132 MEMO 793.25

TOTAL MODEL & OPTIONS 17365.00 16409.93 ACT 231 16513.98
DESTINATION CHARGE 625.00 625.00 H/B 261 520.95
LAM DEALER CONTRIBUTION 173.65 ADV 261 173.65
LAM GROUP CONTRIBUTION 86.83 EXP 65A 86.83

TOTAL 17990.00 17295.41 PAY 310 17295.41

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 16513.98

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.

REMIT TO GMAC NO. 084
VIN 1G1ZS51F76F
\$ 17295.41 INV 1AD78461265
DUE 12/20/05 DEALER 30-417













www.vencelonestarmotors.com

Fax Cover Sheet

| Send to: GM Legal Wap Attention: amy ACDH | From: Porlado |
|--|------------------|
| Attention: amy ACOH | Date: |
| Office Location: | Office Location: |
| Fax Number: 1 - 866-485-446 | Phone Number: |
| ☐ Urgent☐ Reply ASAP☐ Please comment☐ Please Review☐ For your Information☐ Upges, including cover: | |
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Bradfords Motor Cars

Chevrolet = Cadillac = Buick = Pontiac = GMC

2250 E. MAIN • ALICE, TEXAS 78333 • P.O. BOX 1880 (361) 664-0951 CORPUS LINE 361-883-1430

VISIT OUR WEBSITE: www.bradfordsmotorcars.com

| 13514 | LISA VALENTINE | 680 | TAG NO. 3290 | 05/29/07 | CVWS287439 |
|--|--|--|--|--|--|
| | LABOR RATE | | 29,188 | COLOR GREY/ | STOCK NO. |
| SANDIA, TX | YEAR/MAKE/MODEL 06/CHEVROLET/MA | ALIBU/MALIBI | | 02/14/06 | DELIVERY MILES |
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| | | MARIE N. | | | |
| APPROVED BY SIGNATURE | | Control of the Contro | the state of the s | Any warranties on the pro | OF DISCLAIMER aducts sold, hereby are those of The Seller hereby expressly |
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| DCS DATA FILE: GMGMWF, 458 | Y NEW CLAIM | | Commence of the second | inness for a particular purior authorizes any other liability in connection with | irpose, and neither assumes person to assume for it any i the sale of said products. |
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| 287439 05/29/2007 1G1ZS51F76F | | 29188 | E ADVISOR # | SIGN | NATURE " |
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| | | | | BRADFORD | MANAGER S MOTOR CARS |
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Called @ (24 pm TO
Let cust. Know Veh. 15
E#2.2_LITER_MFI_D ready

RECOMMENDED SERVICES

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| 1G1ZS51F76F 06/CHEVROLET/MALIBU/MALIBU CUSTOMER NO. SERVICE CONTRACT 13514 02/14/06 105 | o. No. 87439 |
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| THANK YOU FOR BRINGING YOUR CAR TO BRADFORDS MOTOR CARS | |
| PAGE 1 OF 1 287439 SERVICE FILE COPY | |

PAGE 1 OF 2

CUSTOMER COPY-W

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| 1351 stomer No. | <u>1</u> 4 | LISA VALENTINE | 680 Z867 | 04/03/07 | CVWS28628 |
|--|---|--|--|--|--|
| | | LABOR RATE | MILEAGE 26,228 | GREY/ | STOCK NO. |
| SANDIA, TX | | YEAR/MAKE/MODEL O6/CHEVROLET/MALIBU | /MALIBU | DELIVERY DATE 02/14/06 | DELIVERY MILES |
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| | BUSINESS PHONE | COMMENTS E# 2.2_LITER_MFI_DOH | | <u>L </u> | MO: 2622 |
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Bradfords Motor Cars

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| CUSTOMER NO. | 13514 | | ADVISOR LISA VALENTII | NE | 680 | AG NO. 2867 | 04/03/07 | CVWS286280 |
|-----------------|-----------------------------------|---|---|----------------|------------------------|-----------------------------|---|--|
| | | | LABOR RATE | | | 26,228 | GREY/ | STOCK NO. |
| SANDIA, | TV | | YEAR/MAKE/MODEL 06/CHEVROLET | /MALTBU | /MALIBU | | DELIVERY DATE 02/14/06 | DELIVERY MILES |
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| CLAIM# | TOTAL 263.70 | | | | | | | CONVENIENCE DEPT. HOURS |
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| DCS AUDIT SL | DCS DATA FI 04/03/2007 1332 | | NTY NEW CLAIM | * | | | I am the person or agent who is obligated to pa vehicle subject to the re | Property Code, §70.001 t acting on behalf of the pers ty for the repair of the mo epair agreement. I understa |
| | | 4/02/2007 1G1ZS51F76 | | 26228 | R SERVIC | # ADVISOR | accordance with Busine | subject to repossession as & Commerce Code §9.60 air of the motor vehicle by r a credit card transaction cause of insufficient funds, |
| | CUSTOMER NA LAST: | | MIDDLE: PHONE:WORK: | <u> </u> | HOME: | ~~~~ | funds, or because the m | cause of insufficient funds, naker or drawer of the order as no account or the account or the credit card account h |
| | | | -PTS FC LABOP 22.24 2N E7700 AUTH CODE: | .5 | S NET-AMT UTH. AUTH | . LAB-TOT. 37.86 DR.: | been closed. | of Agent for the Person Responsible for Payma |
| | 2 02 0 | | -PTS FC LABOP 26.92 4X B4051 AUTH CODE: | . 4 | S NET-AMT | . LAB-TOT. 30.29 DR.: | Any warranties on the p | OF DISCLAIMER products sold hereby are the rer. The Seller hereby expres |
| er e | | C PC PART NO. TOT IG 1 15807015 46.39 TECH SSN: | -PTS FC LABOP 8.53 1K H2880 AUTH CODE: | .5 | S NET-AMT | . LAB-TOT. 37.86 DR.: | disclaims all warranties including any implied v fitness for a particular p nor authorizes any other | s, either express or impli- warranty of merchantability purpose, and neither assume or person to assume for it a ith the sale of eald products |
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| PAGE 2 OF 2 | | CUSTOMER COPY- | N. | , END | OF INVOIC | E] 01:33pm | T | *** * . |

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P.O. BOX 1880

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E# 2.2_LITER_MFI_D

RECOMMENDED SERVICES

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| 1G1ZS51F76F | 06/CHEVROLET/MALIBU/MALIBU CUSTOMER NO. SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | 286280 R.O. DATE |
| | 13514 | 02/14/06 | | GLEING BEFEERING. | 04/02/07 |
| CANDIA TV | COLOR | RACT NO. | EXPIRATION DATE | EXPIRATION MILES | TAG NO. |
| SANDIA, TX | TURBO M/MC AIR COND. P.S. TRANS | MILEAGE | ADVISOR NO. | PRODUCTION DATE | 2867 |
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| BUSINESS PHONE LABOR RATE | CONSCOUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF L HOTICE PURSUANT TO PROPERTY CODE, \$11.001 | | | | |
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| APPOINTMENT Yes X No | DRAWER OF THE ORDER AN THE CREDIT CARD MOINCE HE HE HELDE | lys or elsewhere for the | purpose of testing and | the vehicle herein desc d/or inspection. An expres | ribed on streets, as mechanic's lien |
| Advisor: LISA VALENTINE | ACCOUNT OR THE ACCOUNT OFOR WHICH IT IS DRIAWN OR THE CREDIT IS THEFE CARD ACCOUNT HAS BEEN CLOSED. | by acknowledged on vel | nicie to secure trie am | ouns or repairs thereto." | |
| Advisor: LISA VALENTINE | Signature of the Person Responsible or Agent for Person Responsible for Payment SIGNATU LABOR INSTRUCTIONS | REX | | | |
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| PAGE 1 OF 1 286280 | U FOR BRINGING YOUR CAR TO BE | RADFORDS MO | OTOR CARS | | l |

SERVICE FILE COPY

Bradfords Motor Cars

Chevrolet = Cadillac = Buick = Pontiac = GMC

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| 13514 | | LISA VALENTINE | 680 TAG | 2419 | 03/13/07 | CVWS28582 |
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| | | LABOR RATE | MILEAGE | | GREY/ | STOCK NO. |
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RECOMMENDED SERVICES

OPERATION

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SERVICE HISTORY **OPERATION DESCRIPTION** TECHNICIAN **OPERATION** REPAIR ORDER MILEAGE ADVISOR 00CVZLOF 00CVZMULTIPT 00CVZLOF 00CVZMULTIPT 00CVZLOF 00000 655 655 LOF 24236 680 03/05/07 285690 MULTI POINT INSP LOF 01/22/07 284785 20645 604 661 MILL TI POINT INSP 661 604 655 LOF 07/05/06 280412 8378

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| VISIT OUR WEBSITE AT: | 1G1Z | S51F76F | | | T/MALIBU/M | ALIBU | ERY DATE | DELIVERY MILES | SELLING DEALER NO. | 285820 R.O. DATE |
| w.bradfordsmotorcars.com | | | 8 | MERNO SERV | VICE CONTRACT | | /14/06 | | SELLING DEALER NO. | 03/12/07 |
| | | | COLO | R . | · | CONTRACT | 10. | EXPIRATION DATE | EXPIRATION MILES | 74G NO. 2419 |
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PAGE 1 OF 2

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RECOMMENDED SERVICES

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SERVICE HISTORY

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| | 08:17am | PERSON TO ASSUME FOR IT ANY LIABILITY IN CO CONSEQUENTIAL DAMAGES, DAMAGES TO PROPE | NINECTION WITH THE SALE OF | F THIS PARTIES AND/OR SERVICE. USE, LOSS OF TIME, LOSS OF FIRE | BLYEF SHALL NOT BE ENT SET, OR INCOME, OR ANY OT | LED TO RECOVER FROM BRADFO HER INCIDENTAL DAMAGES. | FIDS MOTOR CARS ANY |
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PAGE 2 OF 2

285820

SERVICE FILE COPY

THANK YOU FOR BRINGING YOUR CAR TO BRADFORDS MOTOR CARS

1603 Hwy. 181 P.O. Box 1296 Portland, Texas 78374



(361) 643-7283 Portland (361) 888-7283 Corpus Christi alwilleford.com

Al Willeford Chevrolet, Inc.

| DATE: | $\underline{}$ | 75-08 | | |
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| TO: | GN | 7 | | |
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| | | | FROM: | AL WILLEFORD CHEVROLET INC. |
| | | | NAME: | Brian Harrison |
| | | | FAX #°S | CALES 261 642 0010 |
| | | , | | SALES 361-643-9010 ACCOUNTING 361-643-7527 BODY SHOP 361-643-5352 |





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SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT

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LESS INSURANCE SALBS TAX

PLEASE PAY THIS AMOUNT

AL WILLEFORD CHEVROLET, INC.

1603 HWY. 181 · P.O. BOX 1296 PORTLAND, TEXAS 78374

123643 *INVOICE*

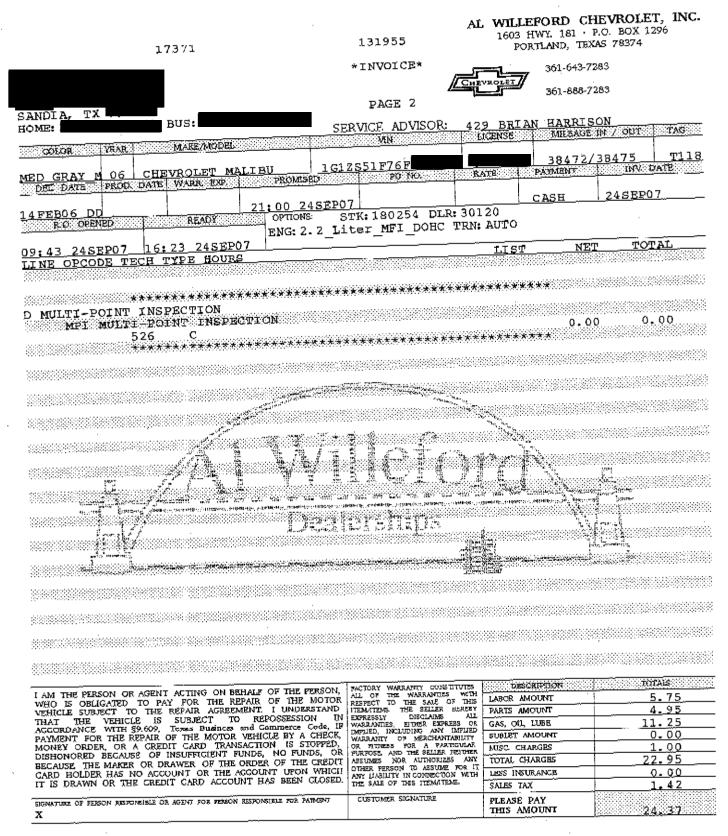
361-543-7283

361-888-7283 PAGE 1 SANDIA, TX BUS: Z80 ROBERT KNANDEL HOME: SERVICE ADVISOR: MILEAGE IN / OUT TAG MARE/MODEL YEAR COLOR T6<u>98</u> /1<u>5972</u> PROD DATE WARR EXP <u>1G1ZŞ51F76F</u>1 PAYMENT DIV DATE GRAY PROMISED PO NO DEL DATE 270<u>CT06</u> CASH <u> 21:00 2700T06</u> 14 FEB06 IS STK: 180254 DLR: 30120 OPTIONS: R.O. OPENED ENG: 2.2 Liter MFI DOHC TRN: AUTO 14:19 27OCT06 08:12 270CT06 LINE OPCODE TECH TYPE HOURS A C/S DOOR BARD TO CLOSE, DRAGS WHEN OPENING CAUSE: MISADJUSTED B4001 DOOR ASSEMBLY, FRONT LEFT ALIGN 365 FC: 3A PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: *********** B C/S SQUEAK IN RIGHT SIDE OF DASH 1000 UNABLE TO DUPLICATE CONCERN C 365 C C/S POP UNDER VEHICLE WHEN TURNING PROCK
E9740 GEAR ASSEMBLY, DOWER STEERING REPLACE
1997
T 15858368 GEAR CAUSE: INOCK (N/C) 4600 med (N/C) personners of the section of the sec FC* 2M # PART#: 15858368 COMT: 1 CLAIM TYPE: AUTE CODE NM ************************ D MULTI-POINT INSPECTION MPI MULTI-POINT INSPECTION 0.00 365 ************* 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 \$9.009, Texas Busines and Commerce Code, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED. FACTORY WARRANTY CONSTITUTES
ALL OF THE WARRANTIES WITH
RESPECT TO THE SALE OF THIS
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EXPRESSIVE DISCLARAGE TOTALS DESCRIPTION LABOR AMOUNT 0.00 RESPECT TO THE SALE OF THIS STIEMTIEMS. THE SELLIER MEMBER PEPERSSIN DISCLAMS ALL WARRANTIES, STHERE EXPRESS ALL WARRANTIES, STHERE EXPRESS ALL WARRANTY OF MERCHANTAGUED WARRANTY OF MERCHANTAGUED AND THE SELLIER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER FRESON TO ASSUME FOR IT ANY LIMBILITY IN CONDECTION WITH THE SALE OF THES ITEMATIEMS. <u>0.80</u> PARTS AMOUNT 0.00 GAS, OU., LUBE SUBLET AMOUNT 0,00 0,00 MISC CHARGES 0.00 TOTAL CHARGES

CUSTOMER SIGNATURE

3616437527

AL WILLEFORD CHEVROLET, INC. 1603 HWY. 181 · P.O. BOX 1296 131955 PORTLAND, TEXAS 78374 17371 *TNVOICE* 361-643-7283 361-888-7283 PAGE 1 SANDIA BUS: HARRISON BRIAN HOME: SERVICE ADVISOR: TAG χEAR MAKEZMOUBL COLOR 38472/38475 <u>1G1Z551F76F</u> D GRAY M 06 CHEVROLET M DEC DATE PROC DATE WARE EXP CHEVROLET MALIBU INV DATE PAYMEIT PROMISED 24SEP07 <u> 21:00 245EP07</u> 14 FEBO 6 DD STK: 180254 DLR: 30120 READY OPTIONS: ENG: 2.2_Liter_MFI_DOHC TRN: AUTO 16:23 245EP07 09:43 24SEP07 LINE OPCODE TECH TYPE HOURS A CHANGE OIL AND FILTER, LUBE CHASSIS AS NEEDED LOF CHANGE OIL AND FILTER, LUBE CHASSIS AS NEEDED 5.75 5.75 526 C 1 12605566 FILTER LUBE 10*-30 PO# 11.25 C-OIL MISC HAZ MAT PO# 1.60 **** B C/S POR IN FRT END WHEN TURNING WHERE CAUSE: TIE ROD END WORN, EXCESS PLAY E8060 TIE ROD END AND/OR ADJUSTER SLEEVE RIGHT REPLACE (N/C) N/C) 1 22687089 ECROD EIT 1 MPN PDIFF FC: 4X FC: 4X PARTH: 22587989 COUNT: A.Z. Terror Company CLAIM TYPE: AUTH/CODE: C GM FALL CAR CARE CARD \$15.00 CAUSE: E z2159 gm fall car care card \$15.00 429 FC: 95 PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: FACTORY WARRANTY CONSTITUTES
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DODRESSIN DISCLAIMS ALL
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THE SALE OF THIS ITEMATEMS. 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 ACREMENT. I UNDERSTAND ITHAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH \$9.609. TOWNS BUSINESS AND COMMERCE CODE, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED. TOTALS DESCRIPTION LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX CUSTOMER SIGNATURE SIGNATURE OF PERSON REPONSIBLE OR AGENT FOR PERSON RESPONSIBLE FOR PAYMENT PLEASE PAY THIS AMOUNT Х



AL WILLEFORD CHEVROLET, INC.

1603 HWY, 181 · P.O. BOX 1296 PORTLAND, TEXAS 78374

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INVOICE

361 643-7283

361-888-7283

PAGE 1 SANDI<u>A,</u> TX WILLEFORD BUS: BRIANSERVICE_ADVISOR: HOME: MUBAGE IN / QUIT MARE/MODEL YEAR COLOR 3<u>9013/39</u>013 <u>1G1ZS51F76F</u> INV TATE MED GRAY M 06 CHEVROLET MALIBU DBC DATE PRODUCTION WARR EXP PAYMENT PROMISED 040CT07 CASH <u> 21:00 030CT07</u> STK: 180254 DLR: 30120 14FEB06 DD OPTIONS: ENG: 2.2 Liter MFI DOHC TRN: AUTO R.O. OPENED 14:25 040CT07 TOTAL <u>08:27 030CTQ7</u> LINE OPCODE TECH TYPE HOURS A C/S POPPING NOISE FRONT STRERING CAUSE: EXCESS PLAY IN GEAR E9740 GEAR ASSEMBLY, POWER STEERING REPLACE (N/C)452 1 15858368 CEAR FC: 2E PART#1: 15958356 COUNT: 1 CLAIM TYPE: AUTH CODE: NM. B MULTI-POINT INSPECATON MPI MULTI-POINT TUSPECTION

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 ACREEMENT. I UNDERSTAND THAT THE VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH \$9.609, Tokes Busines and Commerce Code, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH IT IS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

MACTORY WARRANTY CONSTITUTES
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COTALS DESCRIPTION 0.00 LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL LUBE SUBLET AMOUNT 0.00 <u>0.00</u> MISC CHARGES 0.00 TOTAL CHARGES 0,00 LESS INEURANCE 0.00 SALES TAX PLEASE PAY THIS AMOUNT 0.00

SIGNATURE OF PERSON RESPONSIBLE OR ADENT FOR PERSON RESPONSIBLE FOR PARMENT Х

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WILLEFORD CHEVROLET, INC. 1603 HWY. 181 · P.O. BOX 1296 134940 PORTLAND, TEXAS 78374 17371 *INVOICE* 361-643-7283 361-888-7283 PAGE 1 SANDIA. TX BUS: HARRISON HOME: SERVICE ADVISOR: <u>429 BRIAN</u> TAG MILEAGE IN / OUT LICENSE VIV YEAR MARE/MODEL OOLOR 44100/44105 PAYMENT IN T047<u>907KVX</u> <u>1G1ZS51F76F</u> MED GRAY M 06 CHEVROLET MALIBU INV DATE PROMISED PO NO <u> 8 Q//A L 7 [</u> CASH 21:00 14JAN08 DE 14 FEBQ6 STK: 180254 DLR: 30120 READY PLO. OPENED ENG: 2.2_Liter_MFI_DOHC TRN: AUTO <u>|16:38 | 15JAN08</u> <u>09:35 14JAN08</u> LINE OPCODE TECH TYPE HOURS A C/S POP IN FRT END WHEN DRIVING & TURNING CAUSE: EXCESS SLACK IN STEERING GEAR E9746 GEAR ASSEMBLY, POWER STEERING REPLACE (N/C)124 (N/ C) 1 25902150 GEAR FC: 2E **企ART#: 25902190** COUNT: 1 CLAIM TYPE: B AUTH CODE: NM B MULTI-BOINT INSPECTION MPI MULTI-POINT TINSPECTION 4440 198 , .pg+180-112 ; .gr=00md=tV=, .4+) 3240A=; Tor., }4+1 I was a substitution PACTORY WANDAMY CONSTITUTES
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Privileged and Confidential Information

CASE ASSESSMENT – LEGAL (NON SMALL CLAIMS)

By: Amy Scott/Anthony Coney State: Texas

Customer Name: Service Request: 71-665664242 GM Legal File No.: N/A

Vehicle ID No.: 1G1ZS51F76F In Service Date: 02/14/06 Vehicle is: New BAC Code: 114908

Al Willeford Chevrolet

Year, Make & Model: 2006 Chevrolet Malibu Vehicle Purchased Used on: N/A at

odometer N/A

Lien holder: GMAC Other X: Horizon Credit Union

Was TAC contacted for this vehicle (Y/N)?: N

DVM requests Purchase Price of involvement?: Y Vehicle: \$ 16478.29

VEHICLE REPAIR HISTORY

☐ Brakes

| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
|----------|--------|-----------|----------|--|
| 03/12/07 | 285820 | 2 | 24740 | (Bradfords Motor Cars) C/S noise heard when braking. Back brakes have a grinding noise. / Checked rear brakes and rotors. Ok. Needs parking brake bushing. Special ordered parts. |
| 04/02/07 | 286280 | * | 26228 | (Bradfords Motor Cars) C/S noise when braking. Back brakes have a grinding noise in rear. / Special ordered parts here. Right rear brake cable insulator is worn out. Replaced right rear brake cable insulator and recheck. |

☐ <u>Steering</u>

| Date: | <u>RO #:</u> | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
|----------|--------------|-----------|----------|---|
| 10/27/06 | 123643 | * | 15972 | (Al Willeford Chevrolet) C/S pop under vehicle when turning. / Replaced power steering and gear assembly. |
| 03/12/07 | 285820 | * | 24740 | (Bradfords Motor Cars) C/S hearing a popping noise while turning. / Needs intermediate steering shaft. Special ordered parts. |
| 04/02/07 | 286280 | 2 | 26228 | (Bradfords Motor Cars) C/S rattle in steering column. / Special ordered parts here. Steering intermediate steering shaft rattling. Replaced steering shaft and rechecked for rattles. None heard. |
| 10/13/07 | 132254 | 2 | 39013 | (Al Willeford Chevrolet) C/S popping noise in steering. / Excess play in steering gear. Replaced gear assembly. |
| 01/14/08 | 134940 | 1 | 44100 | (Al Willeford Chevrolet) C/S pop in front end when driving and turning. / Excess slack in steering gear. Replaced power steering and steering gear. |

☐ <u>Body/Trim</u>

| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
|----------|--------|-----------|----------|--|
| 10/27/06 | 123643 | 1 | 15972 | (Al Willeford Chevrolet) C/S door hard to close, drags when opening. / Misadjusted. Align front door assembly. |
| | | | | (Al Willeford Chevrolet) C/S squeak in right side of dash. / Unable to duplicate concern. |
| 03/12/07 | 285820 | * | 24740 | (Bradfords Motor Cars) C/S driver's door has to be slammed to shut properly. / Driver's rear door check strap freezing up. Need check strap. Special ordered parts. |
| | | | | (Bradfords Motor Cars) C/S headlights are out of adjustment, not lined up even. / Adjusted headlights to proper level. |
| 04/02/07 | 286280 | * | 26228 | (Bradfords Motor Cars) C/S driver's side door has to be slammed to be shut. / Special ordered parts are here. / Driver's rear door check strap is binding. Replaced left rear door check strap and rechecked door operation. Ok. |
| 05/29/07 | 287439 | 1 | 29188 | (Bradfords Motor Cars) C/S hearing a rattling noise in dash while driving. / Test drove and verified complaint. Found noise coming from outside window cowl. Removed cowl. Cleaned and applied two sided tape to cowl. Reassembled. Test drove to verify repairs. Ok at this time. |

☐ Suspension

| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
|----------------|--------|-----------|----------|---|
| 09/24/07 | 131955 | 1 | 38472 | (Al Willeford Chevrolet) C/S pop in front end when turning wheel. / Tie rod end worn, excess play. Replace tie rod end and adjust sleeve. |
| ☐ <u>Other</u> | | | | |
| Date: | RO #: | Days Out: | Mileage: | Description of Complaint and Repair Performed: |
| 09/24/07 | 131955 | * | 38472 | (Al Willeford Chevrolet) Maintenance: Lube, oil, and filter. |

THE STATE LEMON LAW READS:

Days out of service: 30 or more days within earlier of 24/24k, with at least 2 attempts made within 12/12

Repairs 4 or more repair attempts to same nonconformity, 2 attempts made within earlier of 12/12 and another 2 made within 12/12 following repair attempts

Time period : 6 months following earlier of 1) expiration of warranty or 2) 24 months/24k miles following original delivery date

Does Lemon Law state nonconformity must continue to exist? N/A

If applicable, safety-related repairs Y

Safety-related time period 2 or more to same with at least one attempt made within earlier of 12/12 and another one within earlier of 12/12 after first attempt.

Number of repair attempts in the presumption period: 1

Total days out of service during the presumption period: 1

Total days out of service during customer's ownership: 10

PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

Wasn't aware of the case, but will be in contact with dealership to discuss case. Please keep informed during process.

PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

Service Manager Brian Harrison (Al Willeford Chevrolet)

- -- Has helped customer a couple of times.
- --Not much of a history.
- --Noise in front end and couple of oil changes.
- --Steering gear replaced three times in about three years.
- --Have seen other steering concern with similar vehicles, not uncommon.
- --Haven't heard from customer since January of 2008.
- --If had given the dealer some sort of heads up, would have been able to give her some sort of component letter.

**Please note: Bradfords Motor Cars is no longer in business. Dealership is now Vence Lone Star Chevrolet (Alice, TX). Could not verify anything on ROs (days out of service, parts delay, etc).

PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: 71-71-665664242

Date & Offer/Result: 9/23/08 Steering -Gear Rack and pinion No symptoms

Concern:

Date & Offer/Result:

Concern:

Date & Offer/Result:

RECOMMENDATION

I recommend denial

RATIONALE

This customer did have issues with vehicle concerning steering gear, steering shaft, gear assembly, front door alignment, door check strap and adjusted headlights. BUT, only one concern during presumption period.

REASON FOR REMOVAL

| Nothing follows | | |
|-------------------|-------|--|
| | | |
| 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. |

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

RCMPR010 VEHICLE DELIVERY/INCENTIVE HISTORY

PROCESSING SOURCE: CHEVROLET 13:55:56 PAGE:

04/14/07

13 30120

VIN: 1G1ZS51F7 6F SELLG SCE: 13 MDL YR: 06 ORD NO: JQBP61

ODATE: 10/13/05 ORDER FAN: DDATE: 02/14/06 DLVY FAN: OTYPE: 070 DLVY SS/SITE CD: 13 DTYPE: 010 SRVC TYPE: MILEAGE:

DLVY DOE: 02/14/06 ORDER BY:

CANC:

CANC DOE:

TRADE: 01/05/06 DLVY TO:
TRD DOE: 01/06/06

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

PRICE ASSUR RT:

--INCENTIVES--

 CODE
 PAY
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DATA SCE: DLVY INC MEMO NO: 00029717777
MISC DATE: MISC: AUTH PUR CD:

POLICY PYMT CMNT: ACTV TYPE: 6

GM ORDER ACCEPT

RCMPR028 VEHICLE EVENT SELECTION

04/14/07 PROCESSING SOURCE: CHEVROLET 13:59:15 PAGE:

> 0.00 0.00

0.00

VIN: 1G1ZS51F7 6F SELLG SCE: 13 MDL YR: 06 ORD NO: JOBP61 VIN TYPE: N SS/ DOCUMENT I INC SITE CD NUMBER AMOUNT EVENT DESC S EVENT DT CD INCENTIVE MEMO 13 30120 00029717777 02/15/06 FFC
INCTV PAYMENT 13 30120 00029717777 02/15/06 FFC
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Alex Simanovsky & Associates, LLC 2300 Henderson Mill Road, Suite 300 Atlanta, GA 30345

SEP 2 2 2008

General Motors Corporation c/o MSX Int'l, ATTN: BRC LEGAL 1919 Concept Drive Warren, MI 48091

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

DAVE LILLEY, ESQ., OF COUNSEL LICENSED IN TEXAS

1912 LOOP 11
WICHITA FALLS, TX 76306
(940) 761-5900 FACSIMILE: (940) 855-4900
EMAIL: DLILLEY@LEMONLAWINFO.COM

September 16, 2008

General Motors Corporation c/o MSX Int'l, ATTN: BRC LEGAL 1919 Concept Drive Warren, MI 48091

RE: v. General Motors Corporation

NOTICE OF CONSUMER WARRANTY LAW VIOLATION

NOTICE PURSUANT TO T.C.A. § 17.505

Our Client:

Vehicle:

06 Chevrolet Malibu

VIN:

1G1ZS51F76F

Date of purchase:

02/14/06

Our File No.:

TX08-10230

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

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

- 1. Power steering;
- 2. Brakes;
- 3. Suspension;
- 4. Transmission.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

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

To avoid any litigation, we respectfully demand you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including mental anguish and our client's attorneys' fees pursuant to the fee-shifting provisions of the Texas Deceptive Trade Practices Act, the Magnuson-Moss Warranty Act and/or Lemon Law. The specific amount demanded herein for these damages totals \$22,225.52. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

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

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client needs return of the monies listed above before substitute goods can be acquired, our client reserves the right to mitigate all parties damages by cover and reserves the right to claim such damages here. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies. If the seller (or, if applicable the assignee, or any creditor subject to the FTC Holder Rule) has filed a financing statement covering the goods, I demand, pursuant to U.C.C § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since our client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) for any loss caused our client by your failure. Please also consider this letter prior direct written notification pursuant to T.C.A. § 17.505 and of our client's intent to pursue a claim pursuant to said statute. If you desire an inspection pursuant to said provision, you are hereby directed to contact this office within sixty (60) days of the date of this letter. However, you are advised suit may be filed sixty-one (61) days after the sending of this letter, and earlier should the same be necessary to avoid the running of the statute of limitations.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, see U.C.C. §§ 2-314 and 2-315, 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 him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

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

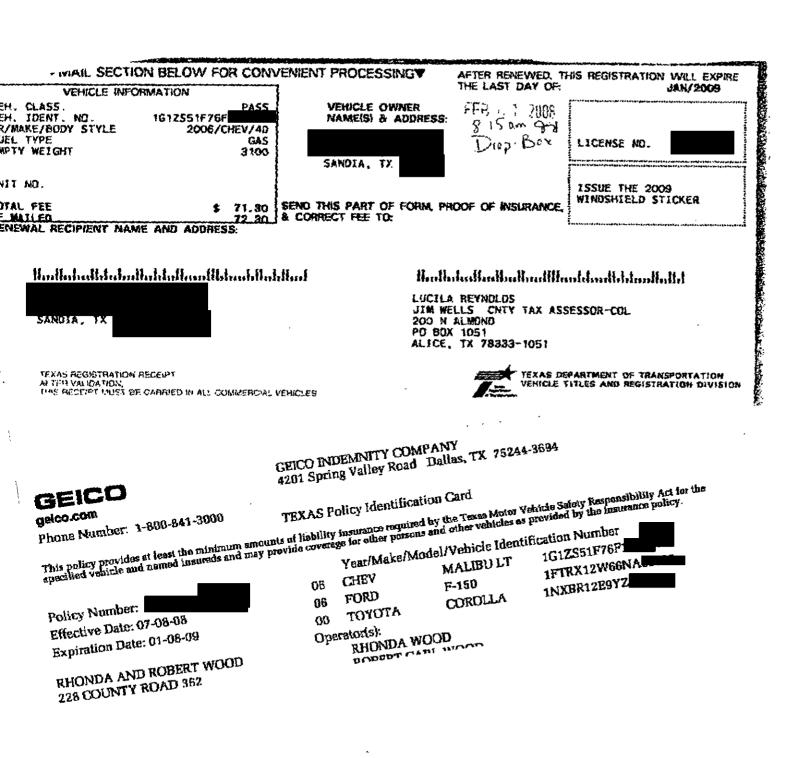
To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. We would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

I encourage you to contact this office at your earliest convenience with an offer for resolution of this claim. Should you fail to do so in a timely manner, we will assume that you do not seek an amicable resolution and we will file a claim in a court of law seeking all actual and exemplary damages available.

Sincerely,

Dave Lilley, Esq. Attorney at Law

Dave Lulla



17371 PORTLAND, TEXAS 78374, 361-643-7283 361-888-7253 PAGE 1 DIA, TX BUS ſΕ SERVICE ADVISOR: 280 ROBERT MILEAGE IN CON COLOR YEAR MAKE/MODEL MICENSE S <u> 1698</u> D GRAY M 06 CHEVROLET MALIBU 1G1ZS51F76F THY DATE RO NO HATE PAYMENT PROMISEO FEBOG IS

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AL WILLEFORD CHEVROLE 1, 1196 1603 HWY. 181 P.O. BOX 1296 Bradfords Motor Cars

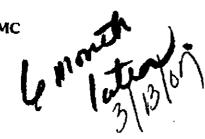
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(361) 664-0951 CORPUS LINE 361-883-1430

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| потомен NO. 13514 | | LISA VALENTINE | 680 TAG NO. 24 | | 03/13/07 | CVCS285820 |
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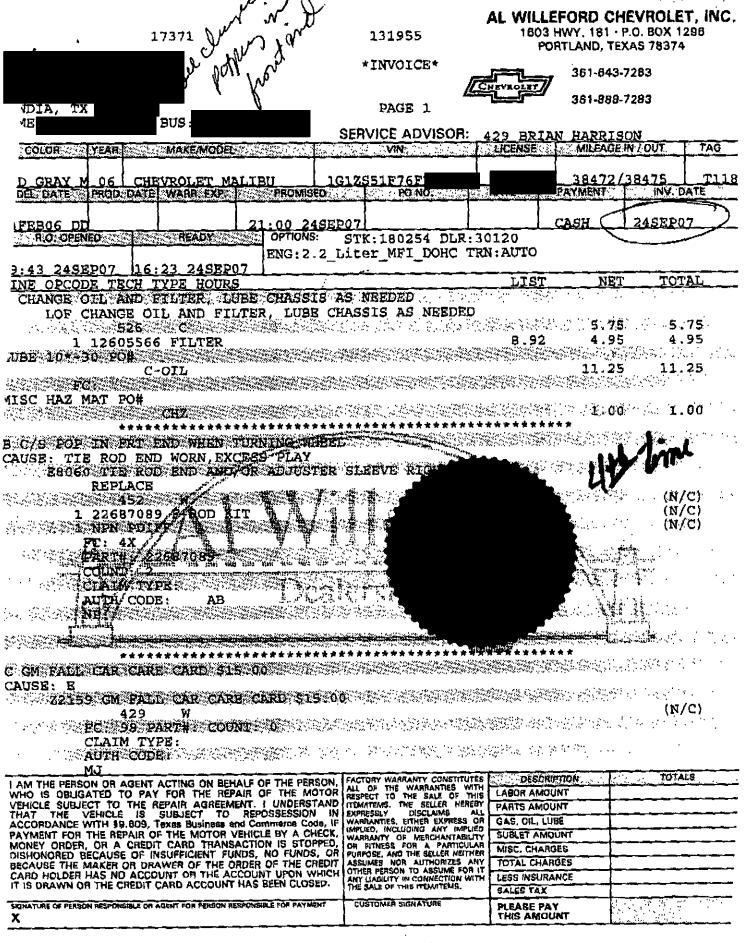
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BECAUSE THE MAKER OR DRAWER OF THE ORDER OF THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT UPON WHICH PATS DRAWN OR THE CREDIT CARD ACCOUNT HAS BEEN CLOSED.

700 ph 134940 *INVOICE*

AL WILLEFORD CHEVROLET, INC.

1603 HWY, 181 · P.O. BOX 1296 PORTLAND, TEXAS 78374

381-843-7283

361-888-7283 PAGE 1 MDIA, TX BUS ME SERVICE ADVISOR: 429 BRIAN HARRISON SLICENSE MILEAGE IN / OUT COLOR YEAR MAKEMODE T047<u>44100/44105</u> CHEVROLET MALIBU 1G1ZS51F76F HATE NV. DATE DEL DATE PROD DATE WARH EXP. PROMISED PONO PAYMENT 15JAN08 00 14JAN08 4FEB06 DD READY OPTIONS: STK: 180254 DLR: 30120 R:Q OPENED ENG: 2.2_Liter_MFI_DOHC TRN: AUTO 16:38 15JAN08)9:35 14JAN08 TOTAL LIST INE OPCODE TECH TYPE HOURS Y C/S POR IN FRIEND WHEN DRIVING & TURNING CAUSE: EXCESS SLACK IN STEERING GEAR E9740 CEAR ASSEMBLY, POWER STREETING REPLACE (N/C)124 W (N/C) 1-25902150 GBAR FC: 2E PART# 25902150 COUNT: 1 CHAIN TYPE: G AUTH CODE: NA . B MILTE-POINT INSPECTION A MPI MULTI-POINT INSPECTIO 0.00 FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEMATEMS. THE SELLER MEREBY CAPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OF MAPUED, INCLUDING ANY IMPUED 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 ITEMATEMS. TUTALS DESCRIPTION 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 \$9.809, Texas Business and Commerce Code, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR A CREDIT CARD TRANSACTION IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS, OR DESCAUSE THE MAKER OR DESCAUSE OF THE ORDER OF THE CREDIT LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0,00 SUBLET AMOUNT 0.00MISC. CHARGES 0.00

CUSTOMER SEGNATURE

TOTAL CHARGES

LESS INSURANCE SALES TAX

PLEASE PAY THIS AMOUNT 0.00 0.00

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0.00

| HETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. DERLE 17371 Date 2714/2006 | Seller (X WILLEFIRD CHEVROL 1663 HWY 191 PORTLAND, TX Phone 61 643-7293 "We" and "us" mean the successors and | 78374 Seller above, its assigns. | Buver Frone You and your mean ear | d individualiv |
|---|--|--|---|--|
| SALE: You agree to purchase from (Contract); the Motor Vehicle (Vehicle Receisones and attachments. | us, on a time basis, subject) and services described belo | to the terms and co w. The Vehicle is so | inditions of this contract an Id in its present condition, to | d Security agreement gether with the usual |
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| Security: You are giving a security if Late Charge: If a payment is frore 3% OF THE PROYMENT (AND) Prepayment: If you pay off this Cont | than 15 days late. | you will be charged. | | |
| Contract Provisions: You can see repayment before the scheduled date. | the terms of this Contract to | r sand Beldillanal Jakan | mation about noncayment o | La (peribles) Visc (luste |
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