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			RO			Goodwrench
		<u> → CHEVROLE</u> earcat Court,				, in the second s
		(408) 842		75020		WISE.
A CHARGE F	NOTICE TO CONSUMER OR HAZARDOUS WASTE DISPOSA	R: PLEASE READ IN L MAY BE ADDED, ALL	PORTANT INI	FORMATION C	N BACK.	WISE.
						ù
CUSTOMER NO. 85765		RUIZ	2418	^{NO.} 5780	1NVOICE DATE 04/13/06	CVCS242029
	LABOR BATE	LICENSE NO.	MILEAGE		COLOR ARRIVAL BLU	STOCK NO.
					DELIVERY DATE 08/28/05	DELIVERY MILES
HOLLISTER, CA	VEHICLE I.D. NO.	AK 5 2 F 5	5 7		SELUNG DEALER NO.	24 PRODUCTION DATE
	F.T.E.NO.		P. O. NO.		°04/11/06	-
	COMMENTS	•••				NO: 10151
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						5.0
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LABUR J# 1 45CVZ01 STEERING CONC CUSTOMER STATES VEHIC DISPLAYED ON DASH. VE SCANNED SYSTEM.FOUND CODE DIAGNOSIS, POWER CALLED TAC ASSIST CAS INTERNAL EAULT	HICLE WAS BUCKING AT SAM	E TIME,			Good	vrench
CODE DIAGNOSIS. POWER	& GROUNDS OK. COMMUNICA	TION OK.			Good	VICINI
INTERNAL FAULT.						
CLEARED CODES.	UMN & TRANSFERRED ALL PA	RTS,			<u>www.gilroy</u>	<u>chevy.com</u>
PARTSQTYFP-NUMBER	DESCRIPTION	UN	IT PRICE-			
1 10394224	COLUMN KI 6.518	TOTAL	Parts	WARRANTY 0.00		
JOB# 1 TOTALS						
-	JOB# 1 JOURNAL PREF	FIX CVCS JOB#	1 TOTAL	0.00		
JOB# 2 CHARGES						
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		8) 842-9301	99020		MISE.
	TO CONSUMER: PLEASE WASTE DISPOSAL MAY BE AD				MIŚE.
					<u> </u>
				CELL:	
STOMER NO 85765	RICHARD RUIZ	2418 ^{TAG}	^{NO.} 5780	04723/06	CVWS242029
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PURCHASE C ENTERPRISE 340 E 10TH ST BLDG F GILROY CA 95	RENT A CAR PAR	2176 RTS-SERV	NUMBER 27104 WRITTEN BY RICHARD RUIZ DEPARTMENT SERVICE DATE 04/11/06 P. O. AMOUNT 116.00
SHIP TO GILROY CHEV 5720 BEARCA GILROY CA 95	ROLET CADILLA T CT 020	IC INC	BILL TO GILROY CHEVROLET CADILLAC INC 6720 BEARCAT CT GILROY CA 95020 TAX EXEMPT #
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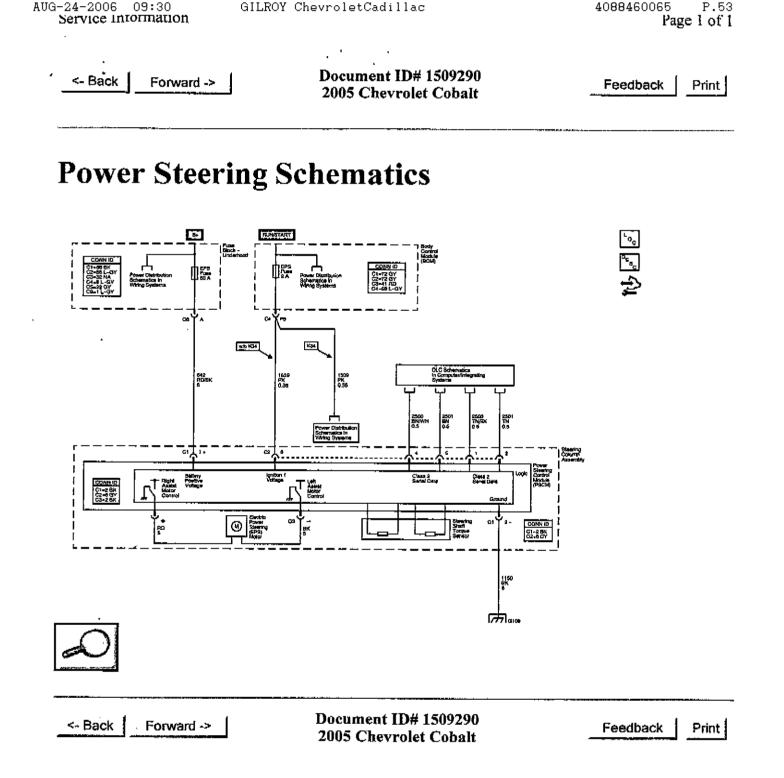
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Technical Service Person

FAX THIS SIDE	FAX # 1 800 544-1761
Caller Name: R. R. Werwer	Dealer Code: 06 418
VIN: <u>5</u> 7	RO Number: <u>242029</u>
Mileage: <u>12151</u>	Dealer Name: GILloy Chau (CAd
State: C_M	Date: <u><u><u><u></u></u><u><u><u></u><u><u></u></u><u><u></u><u><u></u></u><u><u></u><u></u><u><u></u></u><u></u><u></u><u></u><u></u></u></u></u></u></u></u>
TAC Case No: 8879 412	TAC Consultant's Name: WAYNE WILSON
Consumer Relation Case No.	·
 What is the number of times this veh How many days has this vehicle beer What is the customers concern (why Is the vehicle in your dealership now Can you duplicate the customers concern What is the frequency of the concern Have you compared this vehicle to ar Does this vehicle have any after mark Please list. Have you reviewed the service or ow document number? 	did the customer bring their vehicle to your dealership)? ? cern? DTC A 2100 μ 2107 ? Times per day Per km/miles in identical vehicle? VIN (if known) tet accessories, or has it been modified from production? mer's manual? What is the page number? What is the SI 2000 5 + 5 = 0 = 144 becedures were performed? Bring them to the phone. ed and what were the results? mers concern? Tech 2 software version:
TAC Case Closing Information: (In the Include circuit and terminal numbers, loc	e technician's own words, what fixed the vehicle? Be specific. ations, part name and numbers)
· · ·	Labor Op:
	aler Survey Technician Only
that only the related technician for this replease use this rating system for the que Completely satisfied select 5 Very satisfied select 4 Satisfied select 3 I. Did the TAC Consultant handle the cal 2. Was the TAC Consultant knowledgeab 3. Did the TAC Consultant provide clear fixing the vehicle?	Somewhat satisfied select 2 Not satisfied select 1 If in a professional manner? le about the product? and adequate technical direction to assist in the "General Motors Technical Assistance Center", action level with us?



4/11/2006

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	Does the scan tool display any DTCs which do not begin with a "U"?	Vehicle in Vehicle DTC Information	Go to Step 12
12	Use the scan tool to clear the DTCs that begin with a "U".		
	Did you complete the action?	Go to Step 13	
13	Retrieve DTCs from the modules which had the Loss of Communications DTC set. Does the scan tool display any DTCs which do not begin with a "U"?	Go to Diagnostic System Check - Vehicle in Vehicle DTC Information	Go to Step 14
14	 Important: DTC U2108 may set in a non ABS equipped vehicle. If U2108 sets in a non ABS equipped vehicle the system is OK. 1. Attempt to communicate with all the modules on the vehicle. 2. Continue diagnosing or clearing the DTCs until all the modules have been diagnosed and all the DTCs have been cleared. 		
ļ	Does DTC U2105-U2177 set in any module?	Go to Step 4	System OK

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	the vehicle.	Intermittent Conditions and D	
6	Were you able to communicate with all of the modules?	Conditions and Poor Connections in Wiring Systems	Go to Step 7
	Test the following circuits of the modules that do not communicate:		
_	Switched B+ supply circuits		
7	Constant B+ supply circuits		
	Ground circuits		
	Did you find and correct the condition?	Go to Step 11	Go to Step 8
8	 Refer to Data Link References to identify the GMLAN buss or busses that the modules use to communicate and make a note. If more than one module is not communicating, use the data link connector (DLC) schematic to determine which module is closest to the DLC. Start the analysis at that module. Refer to Data Link Connector (DLC) Schematics . Disconnect the harness connectors from the non-communicating modules. Test for an open circuit in the appropriate buss between the GMLAN terminals of the disconnected harness connector and the DLC. Use the note from item one for buss identification. 		
	Did you find and correct the condition?	Go to Step 11	Go to Step 9
	Inspect for poor connections at the harness connector of the non-communicating module. Refer to Testing for Intermittent Conditions and Poor Connections and Connector Repairs in Wiring Systems.		
	Did you find and correct the condition?	Go to Step 11	Go to Step 10
j	Replace the non-communicating module. Refer to Control Module References in Computer/Integrating Systems for replacement, setup, and programming.		
	Did you complete the replacement?	Go to Step 11	
11		Go to Diagnostic System Check -	

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- 6. If DTC U2105 to U2177 are set as history and you can communicate with the suspect module, the malfunction is an intermittent communication buss, power supply, ground or internal module connection.
- 7. This step tests for the correct power supply conditions of the suspect module or modules.
- 8. This step identifies which of the GMLAN busses the module or modules use for communication.
- 13. The module which was not communicating due to an open in the GMLAN serial data circuits may have set Loss of Communication DTCs for those modules that it was monitoring.
- 14. The modules which can communicate indicate the module which cannot communicate. You must clear the DTC from these modules to avoid future misdiagnosis.

Step		Yes	No
Schei	matic Reference: Data Link Connector (DLC) Schemat	ics	
Conn	ector End View Reference: Master Electrical Compone	ent List in Wiring Syste	ems
1	Did you perform the Diagnostic System Check - Vehicle?	Go to Step 2	Go to Diagnostic System Check - Vehicle in Vehicle DTC Information
	Is U2108 the only DTC set between the range of U2105 through U2199?	Go to Step 3	Go to Step 4
3	Is the vehicle equipped with ABS?	Go to Step 4	Go to Step 14
4	 Install a scan tool. Turn ON the ignition, with the engine OFF. Attempt to communicate with the body control module (BCM). 		
	Were you able to communicate with the BCM?	Go to Step 6	Go to Step 5
5	 Turn the ignition OFF. Disconnect the harness connectors from the BCM. Test the following circuits of the BCM harness connector for the indicated condition. Refer to Circuit Testing and Wiring Repairs in Wiring Systems. Switched and constant B+ supply circuits, for power Ground circuits, for continuity All communications circuits, for 		
	Did you find and correct the condition?	Go to Step 11	Go to Step 10
li	Attempt to communicate with all of the modules on	Go to Testing for	li -

When more than one Loss of Communication DTC is set in either one module or in several modules, diagnose the DTCs in the following order:

- 1. Current DTCs before history DTCs unless told otherwise in the diagnostic table.
- 2. The DTC which is reported the most times.

This vehicle has DTCs which include DTC Symptoms. For more information on DTC Symptoms, refer to DTC Symptom Description in Vehicle DTC Information.

DTC Symptom	DTC Symptom Descriptor
00	No Additional Information

Conditions for Running the DTCs

- Voltage supplied to the modules is in the normal operating voltage range.
- The vehicle power mode requires serial data communication to occur.
- DTC U2100 does not have a current status.

Conditions for Setting the DTC

A supervised periodic message that includes the transmitter module availability has not been received.

Action Taken When the DTC Sets

The module uses a default value for the missing parameter.

Conditions for Clearing the DTC

- A current DTC clears when the malfunction is no longer present.
- A history DTC clears when the module ignition cycle counter reaches the reset threshold, without a repeat of the malfunction.

Diagnostic Aids

- A poor connection at the inoperative module may cause this code to set.
- An improperly powered module may cause this code to set.

Test Description

The numbers below refer to the step numbers on the diagnostic table:

- 3. Non ABS equipped vehicles may set a DTC U2108 falsely. If this is the case there is no malfunction with this system.
- 5. If the body control module (BCM) will not power up, the vehicle cannot establish the correct power mode. This step test for the correct power supply conditions for the BCM.

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DTC U2105-U2199 4 210つ

Circuit Description

Modules connected to the GMLAN serial data circuits monitor for serial data communications, during normal vehicle operation. Operating information and commands are exchanged among the modules. The modules have programmed information about what messages are needed to be exchanged on the serial data circuits, for each virtual network. The messages are also supervised and some periodic messages are used by the receiver module as an availability indication of the transmitter module. The supervision time-out period is 250 ms. Each message contains the identification number of the transmitter module. When a message that indicates the availability of the transmitter module is not received, the receiver module sets a DTC 21xx where xx is equal to the 2-digit identification number of the transmitter module.

The DTC descriptors listed below provide a method for determining which module is not communicating. A module with a GMLAN serial data circuit malfunction or which loses power during the current ignition cycle will have a Loss of Communication DTC set by other modules that depend on information from that failed module. The modules that can communicate will set a DTC indicating the module that cannot communicate.

DTC Descriptors

This diagnostic procedure supports the following DTCs:

- DTC U2105 Lost Communications With Engine Control System
- DTC U2106 Lost Communications With Transmission Control System
- DTC U2107 Lost Communications With Body Control System
- DTC U2108 Lost Communications With ABS/TCS Control System
- DTC U2109 Lost Communications With Powertrain Multiple Control System
- DTC U2111 Lost Communications With Steering Control System
- DTC U2113 Lost Communications With Sensing Diagnostic Module (SDM)
- DTC U2116 Lost Communications With Instrument Panel Cluster (IPC)
- DTC U2122 Lost Communications With Radio
- DTC U2125 Lost Communication With Mobile Communications Control Systems
- DTC U2127 Lost Communications With Front HVAC
- DTC U2137 Lost Communications With Vehicle Theft Deterrent (VTD)
- DTC U2171 Lost Communications With DVD Player
- DTC U2172 Lost Communications With Digital Radio Receiver

- The module suspends all message transmission.
- The module uses default values for all parameters received on the serial data circuits.
- The module inhibits the setting of all other communication DTCs.

Conditions for Clearing the DTC

- A current DTC clears when the malfunction is no longer present.
- A history DTC clears when the module ignition cycle counter reaches the reset threshold, without a repeat of the malfunction.
- Diagnostic Aids
 - This DTC cannot be retrieved with a current status. Diagnosis of a current DTC is accomplished via the symptom, Scan Tool Does Not Communicate with High Speed or Low Speed GMLAN Device. Refer to Data Link References for the correct procedure for the specific modules.
 - An intermittent condition is likely to be caused by a short on the GMLAN serial data circuits. Use the Scan Tool Does Not Communicate with High Speed or Low Speed GMLAN Device procedure in order to isolate an intermittent condition. Refer to Data Link References for the correct procedure for the specific modules.

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DTC U2100

Circuit Description

The GMLAN serial data circuits are controller area network (CAN) high speed serial data buses used to communicate information between the control modules. Typical data transmission speeds must be high enough to ensure that a required real-time response is maintained. On this vehicle there are 2 utterly different types of GMLAN serial data circuits, the High speed 2-wire circuit and Low speed single wire circuit. Refer to Data Link Communications Description and Operation for the complete description of these buses. The GMLAN serial data circuits also communicate directly to the DLC connector. Messages are interpreted by the externally connected CANdi module which acts as a transceiver for the scan tool.

Modules connected to the GMLAN serial data circuits monitor communications during normal vehicle operation, where operation information is exchanged among the modules. All the modules on the GMLAN networks, maintain a transmit error counter (TEC) and a receive error counter (REC). The counter values increase with detected errors and will decrease with error-free messages. If the TEC value exceeds 255, the controller removes itself from the network and DTC U2100 will result.

DTC Descriptor

This diagnostic procedure supports the following DTC:

DTC U2100 Controller Area Network (CAN) Bus Communication

This vehicle has DTCs which include DTC Symptoms. For more information on DTC Symptoms, refer to DTC Symptom Description in Vehicle DTC Information.

DTC Symptom	DTC Symptom Descriptor
00	No Additional Information

Conditions for Running the DTCs

- Supply voltage to the modules are in the normal operating range.
- The vehicle is in the RUN power mode.

Conditions for Setting the DTC

The module setting the DTC has attempted to establish communications on the GMLAN circuits for more than 7 times.

Action Taken When the DTCs Sets

· Verify Cust concern - Dre U2100, U2107 Flow churt dignosss - power, ground 2425 L1 and para comm. QK - Brodule not responding. CHI TAC - Case 8879612 - order 2425 L1 2425 L1 2425 L1 9 for Column of mansfer components switchs etc) 242541 3 4/1393 2425 4 fep. **2.**7 (********* -47 · · · · · · · · · · · · 1.6 <<u>.</u>.. . interview i · · · · ·

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01CVZ**5KGMSVC 6K SERVICE 01CVZ**3KGMDMA3K SERVICE	MI 69.95 0	D1CVZ**3KGMSYN 3K SERVICE D1CVZ**12KGMSVO2K SERVICE	MI 89.95 MI 159.95
01CVZ**1KREX KREX SERVICE	MI 9.95	DICVZ**30KGMSV@0K SERVICE	MI 249.95
SERVICE HISTORY			
DATE REPAIR ORDER	MILEAGE ADVISOR TECHNIC	IAN TYPE OPERATION	OPERATION DESCRIPTION
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ALL OLD 10178K52F557	VEABMAKEMODEL 05/CHEVROLET/COBALT/S	D PRODUCTION DAT	5C59 242029
WILL BE DISCARDED	CUSTOMER NO. 765	CMPP DEUVERY DATE	5 DELIVERY MILES SELLING DEALER NO. 04711/06
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PAGE 1 OF 1	HARD COPY		vw.gilroychevy.com 242029

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RVDC Case# 106064

BRC Case Number	1414121178		Vehicle is going to Auction	:	Is Vehicle Drivable? Y	Issue 1099? Y	
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BAC	172876				atisfaction repurchas	e	
Dealership	GREENWOOD CHE	GREENWOOD CHEVROLET-		Retrieve Sales Tax? Y Title Brand?			
Name	PONTIAC-BUICK-G	δM	Reason for not Ret	rieving Sales	Tax:		
Dealer	Brad Krowkower, S	Service			1		
Contact/Title			Original Sales Tax	Paid in	Repurchased Under	Laws of	
Dealer Phon			State: CA		State: CA		
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			Fax # :				
			Lien Payoff				
Lien Payoff A	Amount: 14051.08	Lie	en Payoff Expires on: 2	006-10-03	Per Die	m: 2.68	
Customer Du	ue to GM: 0.00			Dealer Due	GM: 0.00		
			Check Information	1			
	Customer		Lienholder		Plaintiff's Attorne	у	
Check Amt:	0.00			Check Amt:	2848.74		
Payee1:		Payee1:	Bank of America	Payee1:	LawOfficesof SusanJ	ohnsonBates	
Payee2:		Payee2:	FL9-600-02-26	Payee2:	Nancie Lopez Reyna		
Address1:		Address1:	9000 Southside Blvd.	Address1:	333 W. Santa Clara	Street	
Address2:		Address2:	Bldg. 600	Address2:	Suite 612		
City:	Hollister	City:	Jacksonville	City:	San Jose		
State:	CA	State:	FL	State:	CA		
Zip		Zip	32256	Zip	95113-1715		
Phone # :		Phone # :	(800)215-6195	Phone # :	(408)286-9700		
Fax # :		Fax # :	(404)532-3203	Fax # :	(408)286-9403		
		Attention:	Payoff Processing	Attention:	Susan Johnson Bate	S	
		Account # :	650-10004731959	Fed Tax ID:	56-7523215		
		ACCOUNT # :	050-10004/31959	Fed Tax ID:	50-7525215		

Firm Name: LawOfficesof SusanJo
Case ID: 106064 Initiator: shultzt

LAW OFFICES **SUSAN JOHNSON BATES** 333 W. SANTA CLARA STREET, SUITE 612 SAN JOSE, CALIFORNIA 95113 TELEPHONE (408) 286-9700

FACSIMILE TRANSMITTAL

THIS FACSIMILE AND THE INFORMATION IT CONTAINS ARE INTENDED TO BE A CONFIDENTIAL COMMUNICATION ONLY TO THE PERSON OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FAX TO THIS OFFICE BY MAIL.

TO: Tamera Shultz, GM Business Resource Center Fax No. 866-270-0206

- FROM: Susan Johnson Bates, Attorney at Law Fax No. 408/286-9403
- RE:

Service Request: 1-414121178 2005 Chevrolet Cobalt, VIN 1G1AK52F557 Customer Relationship Specialist: Tamera Shultz

DATE: September 11, 2006

Number of Pages (Including this Cover Sheet): 4

We are transmitting from a HP LaserJet 3100 facsimile machine. When we receive automatically (unattended), we would appreciate a cover letter giving us your transmittal information.

If there are any problems receiving this message, please telephone Margaret at 408/286-9700. Thank you.

Message: Attached are copies of the signed acceptance by Ms Lopez.

Sent By: HP LaserJet 3100;

4082869403;

Sep-11-06 11:29AM; TO:914082869403 TO:914082869403 TAUL 3/VUU FAX DEFVEI Page 2

, ayoric

SEP-8-2006 03:05P FROM:HOLLISTER SCHOOL DIS 8316342079 Sent by. nr (2350) Set 3100, Fax Server 8/31/2008 10:58:13 AM

> August 31, 2006 Page 2

* Payoff to lien holder (good through 9/07/06) 5 14,051.08 * Check amounts are subject to change if this offer letter is not received in time for the current payoff amount to be processed.

Repurchase Offer	\$ 16,899.82
Total due to attorney and client:	\$ 2,848.74

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.

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. We will need a copy of your federal tax ID. 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.

General Motors requests you make this offer available to your client at the earliest possible opportunity.

If this offer is acceptable to your client, please have your client 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. Please refer to the service request number above when calling our Business Resource Center at 1-866-790-5600 ext 11333 Monday through Friday between 9:30n.m. and 6:15 p.m., Eastern Time.

Sincerely,

Tamera Shultz General Motors Corporation

Attach.

				Client's Si	gnaturo
- 9	Date	06	 	Date	
LG0032 VR7					

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 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;

(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 and her attorneys have reviewed the provisions of this Release and that the contents of this Releaso have been explained to Releasor by counsel prior to its execution;

(f) That Releasor represents and warrants that she is entitled to give a full and complete release of the claims which are the subject hereof;

(g) That Releasor has not assigned or otherwise transferred any interest in any claims which are the subject hereof;

(h) That Releasor shall not at any time hereafter commence, maintain or prosecule, 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 maiters released herein;

(i) That Releasor does hereby for homelf, 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 indicates above;

(j) That no promise, agreement, statement or representation except as expressed in this release has been made to been relied upon by Releasor and that this document of 3 pages contains the entire agreement between Releasor and GMC.

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

The undersigned has carefully read and understands this release and signs it to resolve the claim described above.

CURRENT VEHICLE-MILLAGE 14062	
WITNESS: Me 2	
	Claimant's Signature
00	

mitials: Page 2 of 3

1

Address	Address
City, State, Zip Code	City, State, Zip Code
STATE OF <u>Californ</u> COUNTY OF <u>Son Beni</u> Sworn to (or affirmed) and a 2006, by	10 subscribed before me this <u>Sth</u> day of <u>September</u> <u>Ualence</u> <u>R. Dernehn</u> Signature of Notary Fublic
VALERUE IL DENNIENY COMME #1612403 Houry Public-California BAN BENTO COUNTY Hy Camme Exp. Best 11, 2000	Print, type or stamp Commissioned Name of Notary Public Personally Known OR Produced identification Type of identification My commission expires:9/11/2008

LG0025-1 Acv \$/29/06





General Motors Business Resource Center



To: Joe Cassisi

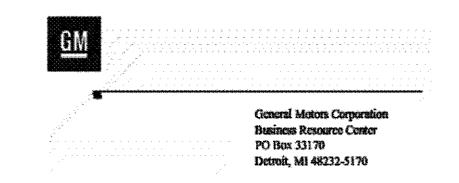
Company: Gilroy Chevrolet Cadillac Fax: 408-846-0065 Phone: 408-843-1610

From: Tamera Shultz

Fax: 1-866-270-0206 Phone: 1-866-790-5600 ext. 11333 E-mail:

CC:

NOTES:



VIA FAX ONLY

August 8, 2006

Joe Cassisi Golroy Chevrolet Cadillac

RE:

Service Request: 1-414121178 2005 Chevrolet Cobalt Vehicle Identification Number: 1G1AK52F557 Customer Relationship Specialist: Tamera Shultz

Dear Mr. Cassisi:

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

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

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact our Business Resource Center at 1-866-790-5600 ext 11333 Monday through Friday between 9:30 a.m. and 6:15 p.m., Eastern Time.

Sincerely,

Tamera Shultz General Motors Corporation

LG0040 V6302006











arradamar





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GILROY CHEVROLET CADILLAC 6720 BEARCAT CT (408) 842-9301

(408) 846-0065 FAX

FAX

Jamera L TO:

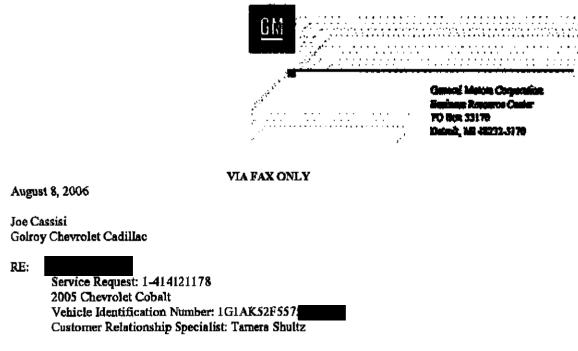
1-8/do-270-0206 FAX NUMBER:_

Voe Cassisi FROM:___

NUMBER OF COPIES INCLUDING THIS SHEET: 62

RE:

ł



Dcar Mr. Cassisi:

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

Service and body shop repair orders of all internal, customer pay, and warranty repair orders, (to
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Please fax them to the number on the fax cover sheet. If there are any fax difficulties or the documents exceed 50 pages, please split the fax and send two or more faxes as appropriate.

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Sincerely,

Tamera Shultz General Motors Corporation

LG0040 V6302006













	COOG 09:20 GILR	OY ChevroletCad:	
GQA.			SUMMARY GLOA
FALE NO.	45894 BY ROBERT EVA	ANDETE: 08/2	28/05 UNITE NEW 2005 CHEVROLET 1AK69 STK NO.
BUYER: SALESPERSON:	DAVID F NUNEZ	SALESPERSON:	1G1AK52F557 YEVGENIY MARCHUK MGR: VINCENT A STRANGI
PRICE:	\$ 14226.63		TRADE INFORMATION
COST: SUB TOTAL: HC	\$ 14721.13 DLDBACK (-)	\$ -494.50 448.50	YEAR: 2002 MAKE: DODGE TRUCK
OVER ALLOWANCE: T F	FL 69.00	\$ -890.00	MODEL: DAKOTA VIN: 1B7HL38X32S
ADDITIONS: ADDITIONS:	s -671.50 s -149.50		LIC. No. ACV: 9525.00
ADDITIONS: ADDITIONS: ADDITIONS:		in agus anns an Anns Anns. Tha anns an Anns Anns Anns Anns Anns Anns	NET PAYOFF: 9484.67 HIGH: LOW:
TOTAL ADDITIONS: DEALER IN	ICENTIVE The month of the second second	\$ 752.00 N/A	PAYOFF TO:
NET GROSS:	H B+58,25 SMOG+525,00	\$ 1596.00 PK\$451006.08C	• • • • • • • • • • • • • • • • • • •
GROSS COMM.	£	\$ 519.25	
°RESER∀E: CREDIT LIFE: ^A& H:	\$ N/A . S . N/A	SELL RATE 6.99 BUY RATE N/A	
WARRANTY:	\$ 1190.00 \$ 650.00	a <mark>esterio e constructores e secondo e se A secondo e secondo e</mark>	
TOTAL F & I:	að genna samað NIZ Agi gelli sens agun leinar NIZA. πormegning segundum telen heine sens gelli kullisti sem	835,22 \$ 2431.22	LEGAL TO BE: BANK OF AMERICA, N.A. P.O. BOX 2759
SUB TOTAL: TOTAL COMMISSION: PROFIT ON SALE:	na in gun anna ann an suis ann an suis Ann ann ann ann ann ann ann ann ann ann	\$ 2431.22 \$ 351.49 \$ 2079.73	JACKSONVILLE FL 32203-2759
		PAY VC	DUCHER
- SALESPERSON:	DAVID F NUNEZ	STK No. 5C59	MAKE-MODELINEW 2005 CHEVROLET DATE: COBALT 1G1AK52F557
BUYER: COMMISSION:	150.00	HOLLISTER CA	
SPIFF:	N/A		GROSS PYBL: 519.25
TOTAL COMMISSION:	150.00		GROUD 110E; 313.20
_		PAY VO	DUCHER
SALESPERSON:	YEVGENIY MARCHUK	STK No. 5C59	MAKE-MODEL:NEW 2005 CHEVROLET DATE: COBALT 1G1AK52F557
BUYER:		HOLLISTER CA	
COMMISSION:	201.49		PAY PAY
SPIFF:	N/A		HOLD FOR

GROSS PYBL: 519,25

DEALER, HOWEVER, UNLESS OTHERWISE THE UNPAID BALANCE REMAINING AFTER TI FOR ADVICE ON FULL COVERAGE THAT W THE B S/S X	ER COLLISION DAMAGE OR MAY NOT PROVIDE FOR AL COVERAGE FOR COLLISION DAMAGE MAY BE AV SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH HE VEHICLE HAS BEEN REPOSSESSED AND SOLD. VILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE E UNDERSTANDS THESE PUBLIC LIAB	THE DEALER PROTECTS ONLY THE DEALER TO YOUR VEHICLE, YOU SHOULD CONTACT YOU ILITY TERMS AND CONDITIONS.	DUR INSURANCE AGENT.
Represent that you have given a 6.B as "Prior Credit or Lease Balan item 6.B "Buyer X-	the truth and accuracy of the true payoff amount on the vehicle traded in ce," you must pay Seller the excess on det "Seller will refund the difference to you.	information provided by you in connect. If the payoff amount is more than the mand. If the payoff amount is less that uyer X N/A	tion with the Trade-In Vehicle. e amount shown above in item n the amount shown above in
Notice/to (1) Do not sign this agreement De-	one you read it or if it contains any blant I can prepay the full amount due under t reement, the vehicle may be repossess	k spaces to be filled in. (2) You are other the spaces to be filled in. (2) You are other the space of the sp	entitled to a completely filled u default in the performance
- A Miller Malalan an ann ann bhathan thara	practices or methods by the seller may be referre		
Buyer Signature X	Со-В	uyer Signature X	
The Annual Percemage and retain its right to rec	nate may be negotiable with eive a part of the Finance Ch	arge.	
California law does not provide for a "cooli Therefore, you cannot later cancel this contr vehicle costs too much, or wish you had acq only cancel this con	OOLING OFF PERIOD ng off" or other cancellation period for vehicle sales. act simply because you change your mind, decide the ured a different vehicle. After you sign below, you may iccuse, such as fraud.		VE GAVE IT TO YOU, AND YOU WERE ACKNOWLEDGE THAT YOU HAVE CT, INCLUDING THE ARBITRATION RE SIGNING BELOW. YOU CONFIRM LED-IN COPY WHEN YOU SIGNED IT.
Buyer Signature			a is an the title to the vehicle but
Co-Buyers and Other Control does not have to pay the debt. The other own	er agrees to the security interest in the vehicle given to		e is on the little to the vehicle but
Other Owner Signature X			
each Guarantor must pay it when asked. Eac Guarantor's demand for reimbursement. Eac a full or partial release to any other Guaranto or extend the contract. Each Guarantor ackn	h person who signs as a Guarantor individually guarante h Guarantor will be ilable for the total amount owing eve h Guarantor agrees to be ilable even if we do one or mo r; (3) release any security; (4) accept less from the Buyer owledges receipt of a completed copy of this contract an	es the payment of this contract. If Buyer fails to p n if other persons also sign as Guarantor, and eve re of the following: (1) give the Buyer more time t than the total amount owing; or (5) otherwise reac in guaranty at the time of signing.	o na Buyer has a complete detense to o pay one or more payments; (2) give tha settlement relating to this contract
Guarantor walves notice of acceptance of this Gi	aranty, notice of the Buyer's non-payment, non-performance,	and default; and notices of the amount owing at any ti	me, and of any demands upon the Buyer.
Guarantor X	Date`\ل ^ب Gi		Date
Address	Ar	ddress	· · · · · · · · · · · · · · · · · · ·
	CADILLAC INC Date 08/28/05 By X	Lat Xil	Title F&I MGR
CANY: FORM NO. 553-CA-ARB (Rev. tob) U.S. PAT SZODS Reymolds and Reymolds TO ORDER: WWW. THE PHINTER MUNES NO WARDATTY. EXPRESS OF MINESSA FOR PURPOSE OF THIS FORM. CONSULT Y	ENT NO. D480,782 ayaouros.com: 1-800-344-0098; fax: 1-800-531-9055 me/bLEC. AS TO CONTENT OR	ັ DEALEF	COPY

GILROY ChevroletCadillac

ITEMIZATION OF THE AMOUNT FINANCED	
1. Total Cash Price	
A. Cash Price of Motor Vehicle and Accessories	\$ <u>14123_38</u> (A)
1. Cash Price Vehicle \$_	14123,38
2. Cash Price Accessories \$_	<u> </u>
3. Other (Nontaxable)	
Describe N/A \$\$	<u> </u>
Describe N/A \$\$	<u>N/</u> A
B. Document Preparation Fee (not a governmental feet)	не) \$ <u>45,00</u> (В)
C. Smog Fee Paid to Seller	\$ <u>50.(00(</u> C)
D. Sales Tax (on taxable items in A+B+C)	\$ <u>1030_83</u> (D)
E. Optional DMV Electronic Filing Fee*	\$ <u>N / Å(E)</u>
F. (Optional) Service Contract*	\$ <u>1190,00</u> (F)
G. (Optional) Service Contract*	\$ <u>N/A</u> (G)
H. Prior Gredit or Lease Balance paid by Seller to	N/A
	\$\$_(H)
(see downpayment and trade-in calculation), / A	\$N/A()
I. (Optional) Gap Contract (to whom paid)*	\$N/A(J)
J. Other (to whom paid)*	\$(J)
For	
Total Cash Price (A through J)	\$(1)
2. Amounts Pald to Public Officials	s 158.00 _(A)
A. License Fees	\$ <u>N/A</u> (A)
B. Registration/Transfer/Titling Fees	H 75 m
C. Cellfornia Type Fees*	\$N/A(D)
D. Other	\$N/A(E)
E, Other	\$(C) 166.75 (2)
Total Official Fees (A through E)	. ф <u>. </u> . (-),
3. Amount Peld to Insurance Companies	e N/A (3)
(Total premiums from Statement of Insurance column	
4. Smog Certification or Exemption Fee Pald to Stat	e 16614.21 (5)
5. Subtotal (1 through 4)	Ψ
	DDGE TRUC 8635.00(A)
DAKOTA	1948
Model - 187HL38X32S	
VIN B. Less Prior Credit or Lease Balance	<u>\$</u>
C. Net Trade-In (A less B) (indicate if a negative num	aber) \$849.57(C)
D. Deferred Downpayment	s N/A _(D)
	\$ 500.00 (E)
E. Manufacturer's Rebate	\$(F)
G. Cash	
Total Downpayment (C through G)	\$(3) \$650.33 (6)
(If negative, enter zero on line 6 and enter the amount less th	an mare de la positivo pumpler on lide 14 abreva)
7. Amount Financed (5 less 6)	\$
*Seller may keep part of these amounts.	
SELLER ASSISTED LOAN BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND	AUTO BROKER FEE DISCLOSURE If this contract reflects the retail sale of a
WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.	new motor vehicle, the sale is not subject
	to a fee received by an autobroker from us
Proceeds of Loan From; N/A	unless the following box is checked:
Amount \$Amount \$	Name of autobroker receiving fee, if
Total \$N/APayable inN/A	applicable:
installments of \$ \$	N/A
from this Loan is shown in item 6D.	
NOTICE OF RE	SCISSION RIGHTS
If Buyer and Co-Buyer sign here, the pro	visions of the Rescission Rights section on
the back giving the Seller the right to reso	and if Seller is unable to assign this contract
to a financial institution will apply.	Co. Distant X
Buyer:	Co-Buyer X
	nount Financed, Item 7, is paid in full on or before
N/A , Year	SELLER'S INITIALS
, , , , , , , , , , , , , , , , , , , ,	

	4088460065 P.05
{	Seller X
li	If any insurance is checked below, policies or certificates from the
! !	named insurance companies will describe the terms and conditions.
	Application for Optional Credit Insurance
	🗆 Credit Life: 🛄 Buyer 🗖 Co-Buyer 🔲 Both
	Credit Disability (Buyer Only)
Ì	, Term Exp. Premium
	Credit Life N/AMos \$N/A
	_Term Exp. Premium Credit Life <u>N / / A</u> Mos \$ <u>N / A</u> Credit Disability N / / AMos \$ <u>N / A</u>
	Total Credit Insurance Premiums \$ N / (b)
	Insurance Company Name <u>N/A</u>
	<u>N/A</u>
	Home Office Address N/A
	Credit life Insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit
ĺ	life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you
	credit approval process, they will not be provided unless you sign and apprecto pay the extra cost. Credit life insurance is
	sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may
1	not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your
	navment or in the number of payments. Coverage for credit life
ļ	insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the
1	insurance is shown above.
	You are applying for the credit insurance marked above. Your signature below means that you agree
l	that: (1) You are not eligible for insurance if you have
1	reached your 65th birthday. (2) You are eligible for
	disability insurance only if you are working for wages
	or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for
	disability insurance. DISABILITY INSURANCE MAY
	NOT COVER CONDITIONS FOR WHICH YOU HAVE
	SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not
	Covered" in your policy for details).
	You want to buy the credit insurance.
	x N/A
	Date Buyer Signature Age
1	xN/A
	Date Co-Buyer Signature Age
Ē	OPTIONAL GAP CONTRACT A gap contract (debt cancella-
	tion contract) is not required to obtain credit and will not be
	provided unless you sign below and agree to pay the extra charge, if you choose to buy a gap contract, the charge is shown
	in item 11. See your app contract for details on the protection
	It provides. It is a part of this contract Term Mos
	Name of Gap Contract
	You want to buy a gap contract.
	Buyer X
ļ	
	OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following
	 company(ies) for the term(s) shown below for the charge(s)
	shown in Item 1.F and/or 1.G above.
	1.F Company GHPP
	Term Mos. or Miles
	1.G Company N/A
	Term N/A Map or N/A Miles
	Buyer X
	HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and
1	us relating to this contract. Any change to the contract must
	be in writing and both you and we must sign it. No oral
	Co-Buyer Signs
	L + / -: - · · ····

AUG	à-24-200	06 09:21		GILROY Che SIMPLI			ac NANCE CHARGE		40 8846 0065	P.06
Dealer Nu	mber <u>5</u>	9862	Co	ntrect Number	1589	4F	1.O.S. Number1	93037	Z Stock Number	-5659
Buyer (a	nd Co-Buye	r) Name and A	ddress	(Including County and	d Zip (Code) Cr	editor - Seller (Name a	nd Addre	955)	
	LISTER			BENITO		•	6720 BEARCAT Gilroy CA 95	COUR 020		
You, the E agreement Charge ac	Buyer (and ts on the fr cording to t	Co-Buyer, If an ont and back o he payment sch	y), may f this co edule be	buy the vehicle below ntract. You agree to p slow. We will figure you	v for c ay the Ir finan	ash or on creat Creditor - Sel ice charge on a	dit. By signing this cont ler (sometimes "we" or a daily basis. The Truth-l	ract, you "us" in ti 1-Lending	choose to buy the vehicle his contract) the Amount Fi g Disclosures below are part	on credit under the nanced and Finance of this contract.
New Used	Year	Make and Mod	el	Odometer		Vehicle Ide	ntification Number		Primary Use For Which	Purchased
NEW	2005	CHEVROL COBALT	.ET	24	ţ	161AK52	2F557	□xxersonal, family or household □ business or commercial		
				H-IN-LENDING D				NOT	STATEMENT OF IN	SURANCE
PERCI R/ The your d	NUAL ENTAGE ATE cost of credit as rily rate.	FINANC CHARG The dolla amount th credit wi cost you \$3626	E ar 100 111 111	Amount Financed The amount of credit provided to you or on your behalf. \$ 15963.88	P The will h you ł pa s	Total of ayments amount you ave paid after pave made all hyments as cheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ <u>650.3</u> b \$ <u>20240.86</u>	insura broke obtair will ne	CE. No person is required as a archase of a motor vehicle to pur ance through a particular insura r. You are not required to buy an a credit. Your decision to buy or r ot be a factor in the credit appro Vehicle Insura M/ADed. Comp., Fire & Theft	nce company, agent or any other insurance to tot buy other insurance wal process. ance Term Premium
SUBJE	<u>CT TO</u>	LENDER'S		TAPPROVAL	<u>Φ</u>) means an estimate		<u>N</u> ADed. Collision	Mos. \$Mi//
	AYMENT SC umber of Pay			Amount of Paymente:		T When P	ayments Are Due:		Injury \$N/@mits	
One Pay		interite.		N/A		N/A			rty Demage \$N / Arnits alN / A	
One Pay				N/A N/A		N/A				N/Mos. \$N/
7	1 Paymen			272.09			nning 09/27/200		/ehicle Insurance Premiums	<u> </u>
One Flee	Paymen Il Payment	ta		<u>N/A</u> 272.09			08/27/2011	UNLE:	SS A CHARGE IS INCLUDED IN C LIABILITY OR PROPERTY DAMAG SUCH COVERAGE IS NOT PROVIDED	THIS AGREEMENT FOR LE INSURANCE, PAYMENT
payment I Prepayme Security I Additiona repayment	hat is late. ent. If you pay nterest, You a I Information t in full before t	off all your debt earl re giving a security i r: See this contrac he scheduled date,	y, you may nterest in t t for more minimum fi	n 10 days after it is due, y be charged a minimum final he vehicle being purchased, information including infa inance charges, and security	nce chai	ge.		You m (see t are no Buye Co-B	hay buy the physical damage insura back) from anyone you choose wh ot required to buy any other insura or X N A uyer X N/A	nce this contract requires o is acceptable to us. You nce to obtain credit.
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	3. Other (No Describe	<u> N/A</u>			<u>n/</u> a n/a				Credit Disability (Buyer Only) Term Exp. lit Life <u>靴⊥</u> AMos	Premium \$ <u>N / A</u> _
B. Document Preparation Fee (not a governmental fee) \$ 45,00(B) Credit Disability №/А C. Smog Fee Paid to Seller \$ 50,00(C) Total Credit Insurance Pr D. Sales Tax (on taxable items in A+B+C) \$ 1030,83(D) Insurance Company Nan E. Optional DMV Electronic Filing Fee* \$ 1490,00(C) №/А					lit Disability N/AMos I Credit Insurance Premiume rance Company NameN	\$ <u>N/A</u> \$ <u>N/(b)</u> /A				
G. (Optional) Service Contract* H. Prior Gredit or Lease Balance paid by Seller to S N/A(H) N/A(H) S N/A(H) S N/A(H) S N/A(H) N/A(H) S N/A(H) S N/					bility insurance are not to buy or not buy credit in not be a factor in the be provided unless you					
ı. J. Tot	Other (to wh For al Cash Price	om paid)*	A A) <u> </u>	\$ <u></u> \$	N/A N/A	(J) \$ <u>15439.21</u> (1)	not p Cred payn insur due insur	and agree to pay the extra cost d on your original payment scheo ay all you owe on this contract if y lit disability insurance does not co nent or in the number of payment rance and credit disability insuran date for the last payment unless rance is shown above.	You make late payments. ever any increase in your s. Coverage for credit life ice ends on the original i a different term for the
А. В. С.	License Fee	/Transfer/Titling F rq Fees*			\$ \$ \$ \$	158.00 N/A 8.75 N/A N/A	(B) (C)	You abor that read	are applying for the credi ve. Your signature below m : (1) You are not eligible for i ched your 65th birthday. (2) bility insurance only if you a	t insurance marked sans that you agree nsurance if you have you are eligible for re working for wages

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General Motors Corporation CUSTOMER INCENTIVE ACKNOWLEDGMENT AND/OR ASSIGNMENT
CUSTOMER NAME: NANCIE LOPEZ REYNA VIN: 1 G 1 A K 5 2 F 5 7 (or see attached list*)
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 customer incentive(s) be applied: (a)XX to the down payment of this vehicle, (b) where permissible by law, as a price reduction (Bill of Sale indicates pre-rebate price, amount of rebate and final price with rebate applied), or (c) a check be issued in my name by Dealer named below:
Incentive Program Reference Amount GM Incentive Code CONSUMER CASH \$00.00 CWE \$ N7A \$
Total Incentive Amount Received \$
 Other Program Selection (Which may or may not be in lieu of customer incentive programs; for example, Division supported financing/leasing, etc.) a. I elect to receive
b. I elect to receive
CUSTOMER AND DEALER ACKNOWLEDGMENT I am the <u>ultimate retail purchaser or lessee</u> of the vehicle bearing this vehicle identification number which was sold/leased to me by the Dealer named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery of this vehicle on I acknowledge receipt of incentive(s) as described in Item # and release the GM Division from any future claim or obligation for incentive(s) on this unit.
Purchaser/Lessee Signature: 08 28, 05 Date:
The undersigned person, as Dealer representative, certifies that the information on this application is true and correct and the incentive(s) described in Item # have been provided to the said purchaser/lessee who has taken delivery of referenced unit through this dealership and that properly completed accurate delivery data has been forwarded to General Motors. Authorized Dealer Signature:
Dealership Name: Dealer Code:
*List must include VIN, Delivery Date and Program Reference Dealer Note: This document is required as supporting documentation for the payment of any consumer incentive and must be available in the Deal File

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DESK TO FINANCE

DEAL#45894	DATE: 8/28/05
SELLING PRICE S 3.38	CUSTOMER NAME: Reyera
DOWN PYMT S	STOCK# 5659 MILES
HOLD CHECK DATE	YEAR 2005 MAKE Churolet
TERM 72 RATE 8.5	MODEL Cobalt COLOR blue
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REBATE \$ 500 INCENT CODE _CUE	SLSMAN#1 Eugene_ SLSMAN#2 Dave_
REBATE \$ INCENT CODE	CLOSER DESKMAN
GM C/C \$ AUTH CODE	TRADE-IN
DLR CASH CUST OR GROSS	YEAR 2002 MAKE Oodge
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2005 COBALT 4-DOOR SEDAN 91U' ARRIVAL BLUE METALLIC 14B GRAY	/L4G	
ORDER NO. HXTC8F/TRE STOCK N VIN 1G1 AK52 F5 57 57 ************************************		I N
MODEL & FACTORY OPTIONS 1AK69 COBALT 4-DOOR SEDAN DT4 ASHTRAY AND LIGHTER L61 2.2L DOHC 4 CYL ENGINE MX0 4-SPD. AUTO. TRANS. W/OVERDRI	MSRP 13625.00 15.00 0.00 IVE 850.00	, * *
T43 REAR DECK-LID SPOILER UNO AM/FM STEREO W/CD PLAYER YF5 50-STATE EMISSIONS	275.00 185.00 N/C	

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MRM :

DAN :

MEMQ

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BASIC



TOTAL MODEL & OPTIONS	14950.00	13931.88	ACT 231	14048.38
DESTINATION CHARGE	565.00	565.00	н/в 261	448.50
LAM DEALER CONTRIBUTION		149.50	ADV 261	149.50
LAM GROUP CONTRIBUTION		74.75	EXP 65A	74.75

TOTAL 15515.00 14721.13 PAY 310 14721.13 MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CREDIT 14068.25 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. ********************************

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		OY Chevrol				40884(50065	P.10
CREDIT APPLICATION Check If you are applying for indivi- ropayment of the credit requi- Box If you are married and live if	idual credit in your own n lested, complete Sections n a community property s	ame and are retying o s A and C. state, complete all Sec	on your own incor ctions including S	ection B providing inform	income or assets of a nation about your so	another person buse.	(Purcha as the basis for	se / Lease
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Carol Kane				7	CUMPL		_ .	13127
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AUG-24-2006 09:22 GILROY ChevroletCadi	llac	408846	0065 P.11
2 Perly Samely MDAESS	Meller te.	STATE C P- ZIP	PHONE XX GAG
INSURANCE IF YOU WISH TO APPLY FOR VEHICLE INSURANCE IN CONNECTION WITH THI	S CREDIT APPLICATION, COMP	PLETE THE FOLLOWING:	
Notice: No person is required as a condition pursuant to financing the purchase of a motor vehicle	e to purchase insurance through a p	articular insurance company, a	gent ar broker.
PRÉVIOUS INSURANCE CO. OR AGENT (NAME AND ADDRESS)	PHONE	WHERE WILL VEHICLE BE G.	ARAGED? POLICY NO.
ever been canceled by any company?	E LOSSES IN PAST 5 YEARS		OTAL AMOUNT OF LOSSES
In the following sentence, the applicant/co-applicant is referred to as "I and the creditor is referred to as "you and your". I, the un financial institutions to obtain consumer credit reports on me periodically and to gather employment history as they consider ne or any financial institution to whom it is submitted will relate this application whether or not it is approved, and that it is the applicant to be applied on the second s	dersigned (1) make the above representation accession and appropriate: (3) authorize you	ons, which ere certified correct, for it or atilitates to obtain consumer cred	e purpose of securing credit; (2) authorize III reports on me; (4) Understand, that you
I NE INTROCAL INSTITUTIONS NAMED DELOW MAY DE LEQUESTED TO DUTCHESE à Sales INTRACE CONTRECT WI	illen. or to be written, in connect	if any changes of name, address or er tion with your purchase. You	are notified pursuant to the Fair
Credit Reporting Act, that your application may be submitted to them or to other financial instituti FINANCIAL INSTITUTION(\$			
AMERICREDIT / ARCADIA / B OF A /	BANK OF THE WEST	/ CAPITAL ONE	
CHASE AUTO FINANCE / GMAC / HAF	C / HSBC / MECHANI	CS BANK / ONYX	
TECH CU / TRIAD / US BANK / WEL	LS FARGO / WFFA / 1	WFS FNCL INC	. <i>C</i>
			4
PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS CREDIT STATEMENT.	CO-APPLICANT'S SIGNATUR	E MEANS YOU INTEND, TO A	PLY FOR JOINT CREDIT.
<u>X</u>	X ···		No Ale
APPLICANT'S	CO-APPLICANT'S SIGNATURE		
© 2004 Key not de entil Reynolde TO ORDED: www.mysburde.com; 1-000-344-0995. tax 1-000-531-9055 THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR		с. 1971 г.	v. v
FITNE89 FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL		<u>.</u>	the North

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AUG-24-2006 09:23 GI	LROY Chevrol	etCadillac		4088460065	P.12
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T-ferrer (* Numbers, 1. 00300	-19400-000	0		TTD- 1-0	2390-18400
Reference Number: 1-02390 Credit Report provided by	First Ame:	v rícan CREDCO	. The conte	nt of this c	redit
report has not been verif.	ied or man	ipulated by	First Ameri	can CREDCO.	
For all declination purpor	ses, pleas	e refer all	inquiries t	0:	
First American CREDCO 12395 First American Way,	Poway, CA	92064-0495	800 637 2	422	
PAGE 1 DATE $8-28-2005$	TIME 18:4	3:35 V801	BCAA		
	S	S: * <u>**</u>	E: E	XTENDED_HELP	
HOLLISTER CA	D	OB:	RPTD): 5-03 I	
RPTD: 4-90 TO 5-05 U 14X			E: C	HEVYS MEXICA	N REST
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HOLLISTER CA BRTD: 2-94 TO 7-97 U		_			
	PRO	FILE SUMMARY			
				CNT 03	/01/00/66
PUBLIC RECORDS0	PAST DUE A	MT\$332	INQUIRIES	1 SATIS	ACCTS9
INSTALL BAL\$11,067 R ESTATE BAL\$71,226 TOT REV BAL\$13,839	SCH/EST PA R ESTATE P	Y\$378 AV\$516	TRADELINE	0 NOW DE 23 WAS DE	L/DRG =5
TOT REV BAL $$13,839$	TOT REV AV.	AIL50%	PAID ACCI	9 OLD TR	ADE 3 - 92
	SC	ORE SUMMARY			- •
EXP/FAIR ISAAC AUTO SCOR	6 2 -	= 707 - TRADES		TORS: 38, 10	, 20, 14
SUBSCRIBER	OPEN	AMT-TYP1	AMT-TYP2 A		MT STATUS
SUB# KOB TYP TRM ECOA	BALDATE	BALANCE	PYMT LEVEL		T HISTORY
	LAST PD : 5-01	\$75-0	PAST DUE	MAXIMUM E	Y MONTH COLLACCT
	8-16-05			(26) GGGG	GGGGGGGGG-
100010833226431			\$106	7-03/G GGG	GGGGGGG-GG
ORIGINAL CREDITOR: MEDIC *GRANT & WEBER	AL PAYMENT 10-01	DATA \$77-0			COLLACCT
3980206 YC COL 1 1		\$77	1-02	(43) GGGG	GGGGGGGGGG
G800CEN0350775997		-	\$77	5-03/G GGG	GGG G -
ORIGINAL CREDITOR: MEDIC. *CREDIT CONSULTING SVC	AL PAYMENT 6-04	DATA \$73-0			COLLACCT
	8-31-04	\$73-0 \$73	11-03	(10) G	
1877854					
ORIGINAL CREDITOR: MEDIC	AL PAYMENT 4-04	DATA \$98-0			COLLACCT
*CREDIT CONSULTING SVC 3980313 YC COL UNK 1		\$98-0 \$98	11-03	(8) G	
1868692					
ORIGINAL CREDITOR: MEDIC					
*CALIFORNIA BUSINESS BU 3980057 YC COL UNK 1 1	8-03	\$149-0 \$149	12-02	(11) G -	COLLACCT
297804101	0 20 00	4-4-4-	\$149	、 <i>i</i> -	
ORIGINAL CREDITOR: MEDIC	AL PAYMENT	DATA			00113000
*CREDIT CONSULTING SVC 3980313 YC COL UNK 4	4-03 5-30-03	\$141-0 \$141	5-03	(1)G	COLLACCT
1819001	5-30-05	фт т т		\ 17 \	
ORIGINAL CREDITOR: MEDIC	AL PAYMENT	DATA			*
*CREDIT CONSULTING SVC	11-02	\$128-0 \$128	12-02	(1) G	COLLACCT
3980313 YC COL UNK 4 1: 1797813	2-31-02	9770	TZ-0Z	(1) G	
ORIGINAL CREDITOR: MEDIC	AL PAYMENT	DATA			
*CREDIT CONSULTING SVC	9-02	\$447-0	10 00	(1) 0	COLLACCT
3980313 YC COL UNK 4 1:	2-01-02	\$447	12-02	(1) G	

1790330 ORIGINAL CREDITOR: SAN BENITO ORAL & MAXILLOFACIA *CREDIT CONSULTING SVC 2-00 \$215-0

COLLACCT

AUG-24-2006 09:23	GILROY Chev	roletCadillac		4088460	D065 P.13
3980313 YC COL UNK	4 4-30-00	\$215	4-00	(1)	G
1678432 OBIGINAL CREDITOR: M					
ORIGINAL CREDITOR: M. *CREDIT CONSULTING SV				57 T	
3980313 YC COL UNK		Ş84 - 0	12-04		COLLACCT
1802879			~~ ~ ~ ~ ~ ~	(24)	
ORIGINAL CREDITOR: M		ENT DATA			0
*CREDIT CONSULTING SV		\$104-O		PAID	
3980313 YC COL UNK	1 12-31-04		12-04	(31)	В
1775703 ORIGINAL CREDITOR: M	אאיג איז גייד	מידי הידאיב		6-02/G	
*CREDIT CONSULTING SV		\$50-0			
3980313 YC COL UNK		\$50-O	5-03		COLLACCT BG
1797810			60-6	(4)	DG
ORIGINAL CREDITOR: M		ENT DATA			
*CREDIT CONSULTING SV(\$50-O		PAID	COLLACCT
3980313 YC COL UNK	4 5-30-03		5-03	(12)	BG
1775704					
ORIGINAL CREDITOR: MI *CAPITAL ONE FSB	DICAL PAIM 3-01	\$432-H			
1205950 BC CRC REV	2 7-03-05	945Z-H	7-05		CURR ACCT BCCCCCCCCCCCC
517805231293	5-05		/-05	(53)	D0000000000000000000000000000000000000
** ACCOUNT CLOSED AT					
FORD CRED	8-01	\$8,585-0		PAID	
1631440 FA AUT 60	2 10-18-04		10-04		BCCCCCCCCCCCC
28591025	11 00	6400 T			cccccccccccc
*SPIEGEL 3321470 DZ CHG REV	1 6-07-02	\$400 - L	5-02	PAID	
12318	1 0-07-02		5-02	(19)	BB000000000000 000000
** ACCOUNT CLOSED AT	CONSUMER'S	REQUEST **			000000
*CAP ONE BK	9-98	\$496-H		PAID	CURR ACCT
1270246 BC CRC REV	1 4-03-02	·	4-02	(43)	BCCCCCCCCCCCCC
529107150057					CCCCCCCCCCCCC
** ACCOUNT CLOSED AT BANK OF STOCKTON				D3 TD	
3171898 BB R/E 5Y	4-92 2 5-30-97	\$12,589-0	5-97	PAID	
2126878955	2 9-90-97		5 - 97	(03)	BCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC
*WORLD SAVINGS & LOAN	3-92	\$146,000-0		OPEN	
3822014 FS R/C 30Y	2 7-25-05	\$71,226	3-04	(99)	ccccccccccccccccccccccccccccccccccccccc
5120008037186	6-05	\$516		•	CCCC121CCCCC
GEMB/MERVYNS	12-02	\$500-L	\$521-H	OPEN	CURR ACCT
1314989 DC CHG REV	1 8-17-05	\$0	8-05	(31)	
604589113180 BANK OF AMERICA	8-05 5-03	\$12,549-0		ODENT	CCCCCCCCCCCC
	2 7-30-05	\$9,633	7-05	OPEN (26)	CURR ACCT CCCCCCCCCCCCC
65010000581020	7-05	\$235	,- Ų Į	(20)	
BANK OF AMERICA	3-04	\$2,500-L	\$2,709-H	OPEN	CURR ACCT
3202754 BC CRC REV	3 7-27-05	\$2,480	7-05		cccccccccccc
485100328043	7-05	\$71			cccc
WORLD SAVINGS & LOAN		\$25,000-L	\$21,905-Н	OPEN	CURR ACCT
3822014 FS H/E LOC		\$11,359	7-05	(51)	000000000000
512001482	/-05	\$72 - INOUIRIES			
700 CREDIT	9-26-04	7964183 AU	דיוז ב		
		- MESSAGES -			
SSN MATCHES					

SSN MATCHES END -- EXPERIAN 1.1

AUG-24-2006 09:23	GILROY ChevroletCadillac	4088460065 P.14
For all declination p	ed by First American CREDCO. The c verified or manipulated by First A purposes, please refer all inquiri	American CREDCO.
First American CREDC 12395 First American USER REF. 1023901822	0 Way, Poway, CA, 92064-0495. 800 6 80000 THIS FORM PRODUCED BY	537 2422 Y EQUIFAX
SERIOUS DELINQUENCY A PROPORTION OF BALANCA LENGTH OF TIME SINCE LENGTH OF TIME ACCOUNT	TO FINANCE): 638 AND DEROGATORY PUBLIC RECORD OR CO ES TO CREDIT LIMITS, TOO HIGH ON E DEROGATORY PUBLIC RECORD OR COLLE NTS HAVE BEEN ESTABLISHED	BANK/OTHER REVOLVING ACCTS ECTION IS TOO SHORT
* ADDRESS DISCREPANC	Y - NO SUBSTANTIAL DIFFERENCE OCCU	JRRED *
	**************************************	**************************************
ATLANTA, GA, 30	0374-0241,800/685-1111 SINCE 09/21/84 FAD 09/26/04	FN-397
_	HOLLISTER, CA, 95023, TAPE RPTD 07/04	1
	, TURLOCK, CA, 95382, TAPE RPTD 0 MORGAN HILL, CA, 95037, TAPE RPTD 03	3/94
FL		
FN BDS-		
01 ES-WAITRESS, CHEVYS	5 RESTAURANT GAVILAN HONDA,,,EMP 06/88,VER 07/8	
*SUM-03/92-08/05,PR/0	DI-NO,COLL-YES,FB-NO, ACCTS:10,HCS	30-146K, 10-ONES.
****** COLLECTION ITE LIST RPTD AMT/BAL I	MS ****** DLA/ECOA AGENCY/CLIENT	STATUS/SERIAL
05/01 08/05 \$75 \$106 11/02 12/04 \$84	05/00* 163YC3560 RCKNBCKR	UNPAID 10001083 3226431
11/02 12/04 \$84	DLA/ECOA AGENCY/CLIENT 05/00* 163YC3560 RCKNBCKR I SOUTH VALLEY OC 06/02* 163YC00000 S	PAID
\$0 MEDICAL		1802879
05/02 12/04 \$104 \$0	05/01* 163YC00000 I	PAID 1775703
MEDICAL 04/04 06/04 \$98	12/03* 163YC00000	UNPAID
\$98	I	1868692
MEDICAL 05/02 05/03 \$50	05/01* 163YC855 CR CONSULT	PAID
\$0 11/02 05/03 \$50	S HAZEL HAWKINS M 07/01* 163YC855 CR CONSULT	1775704 PAID
04/03 05/03 \$141	S HAZEL HAWKINS M	1797810
\$141	S HAZEL HAWKINS M	UNPAID 1819001
11/02 12/02 \$128 \$128	07/01* 163YC855 CR CONSULT S HAZEL HAWKINS M	UNPAID 1797813
05/01 10/02 \$75 \$85	06/00* 163YC3560 RCKNBCKR I MEDAMERICA BILL	UNPAID
02/00 04/00 \$215	04/99* 163YC855 CR CONSULT	100 1083 3226431 UNPAID
\$215 01/99 03/99 \$5290	S HAZEL HAWKINS M 12/98* 802YA1503 CBMERCHANT	1678432 ACCT DISPUTED
\$5290 08/03 10/03 \$149 \$149	I BANK OF STOCKTO 12/02* 180YC00000 I	UNPALD 297804101
MEDICAL 06/04 08/04 \$73 \$73	12/03* 163YC00000 I	UNPAID 1877854
MEDICAL USER REF. 10239018228		EQUIFAX
**************************************		DLA MR (30-60-90+)MAX/DEL
ECOA/ACCOUNT NUMBER		24 MONTH HISTORY

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AUG-24-2006 09:23	GILROY C	hevroletCa	adillac			4088460065 P.15
GEMB/MEBY # I CHARGE	R1 08/05 12/02		 	 0	08/05	32
BANKAMERIC [,] A/ CREDIT CARD	R1 07/05 03/04		- 71		07/05	16
WORLD S&L * I/5120014827125 HOME EQUITY LINE OF CREDIT	R1 07/05 04/01		25000 72	11359	07/05	50
CAP 1 FSB * J/ ACCOUNT CLOSED AT CLOSED OR PAID ACC		REQUEST		0	05/05	52
FCNB/SPGL * I/ ACCOUNT CLOSED AT CLOSED OR PAID ACC	R1 06/02 11/00 CONSUMERS COUNT/ZERO	REQUEST	0 2	0	04/02	19
CAD 1 DANK I ACCOUNT CLOSED AT CLOSED OR PAID ACC		REQUEST		0	04/02	43
REVOLVING TOTALS		3000	25928 143	13839		
BOA - IALS ⁷ J/ AUTO	I1 07/05 05/03		12549 235	9633	07/05	25
WORLD S&L * S/ REAL ESTATE MORTGA CONVENTIONAL MORTG			146K 516	71226	07/05 ***,	62 (02-01-00) *********/***232****
FMCC J/28591025 CLOSED OR PAID ACC AUTO	I1 10/04 08/01 OUNT/ZERO		213	0	10/04	22
BANK OF ST J/2126878955 CLOSED OR PAID ACC	I1 06/97 04/92 OUNT/ZERO	BALANCE	12589 266	0	05/97	61
INSTALLMENT TOTAL	S		158549 751	80859		
USER REF. 10239018228	0000	THIS	FORM PF			JIFAX
GRAND TOTALS				94698		·
*INQS-SOUTH CTY 163A GEMB 404F	N8489 09/ F3803 01/	/26/04 /10/04	CHAS &	SE/CC	401HZ1	522 06/19/04

GEMB 404FF3803 01/10/04 & END OF REPORT EQUIFAX AND AFFILIATES - 08/28/05 1.1

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AGREEMENT TO FURNISH INSURANCE POLICY

	(TO BE USED WIT	H SECURITY AGREEMENT	ON SALE OF VEHICLE)	Rective for the second seco
177-5-124-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5			De Lasser to the state of the state of the	
	Y CHEVROLET CADIL	All the second		· · · · · · · · · · · · · · · · · · ·
6720 BEARCAT C	where and a strategies with the second state of the	020		
	chaser(s) agree(s) to furnish	his/their own Insurance Poli	cy, covering property which i	s the subject of a Security
A AVA REPORT OF THE ACTION OF A STATE OF A ST	28		AUGUST	.YR_2005
Agreement dated this		- <u></u> day or		
The vehicle referred to he	rein is described as follows:	·	B 1	sectors increating as a
Year	Make	Model	Body	Vehicle Identification No.
2005	CHEVROLET	COBALT	SD	1G1AK52F557
Seller does not receive a furnished under the terms	nust be delivered to the Se uch Policy by the time state of the above mentioned Sec	d, Seller may (but is not red urity Agreement.	uired to) procure insurance	days from the date hereof, and if of the kind and type agreed to be
GAOD STATE FA	PH NR ROUNERT PAR	Agent K CA 94926		(831)637-4442
ADDRESS OF AGENT - STREET	F30-05A		атате 216 9. <u>12/30/2005</u>	AGENT'S PHONE NUMBER
	where a week in more thanks and	a service and the service of the ser		
Fire & Theft - Additi			omprehensive - 🔲 \$	
insurance coverage, withi they may have to place for page a	n the time specified from ab or the above described vehic	ove date, I hereby agree to p le in accordance with repaym	ay to Seller or its assignees a nent procedures established u	prehensive and deductible collision any earned premium for any policy under California Civil Code Section
I/we further agree to maintenance or operation use, maintenance or opera	thereof, and agree to hold S	all responsibility for damage eller free of any loss, claim, c Loss Pavee	e to the property referred to r liability resulting from any d	above or resulting from the use, amage to said property or from the
NOTICE TO BUYER: This Any insurance ordered Liability or Property Dan	d by the financial institution v	ize the ordering of Public Lis	bility or Property Damage In o the above described vehicle	nsurance. a only and will not include Public
"WARNING: IT IS YOUR I	RESPONSIBILITY UNDER CA	WHICH MAY INCLUDE LOS	Liability insurance or 5 of license or fine. Thi Your responsibility und	BE SUBJECT TO PENALTIES FOR E INSURANCE ACQUIRED BY THE ER CALIFORNIA LAW."
	HOLLISTER	CA		
ELIVER'S NAME (Protect)		X		

LAW FORM NO. 228RS (Ref. 1/00 ©2000 Reynolds and Reynolds Order Toll Free 1-800-344-0996 The Printer makes no warranty, sepress or implied, as to content of Tansas for purpose of this form. Consult your own legal courtset.

HOME PHONE

Cont	rac	ct Reg	gis	trati	on			GMPP	XX	Med Duty		Cert	MRP (MRP	LW		
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2 () 0	5	CHE	VROLE	T			COBA				2 /	4						
FIRST N	IAME						M.I.	LAST	NAME					FLE	ET	Gł	M EM	PLO'	ΥE
NAME O	F BUŞI	NESS OR ML	JNICIP	ALITY							AREA	CODE & PH	ONE NU	IMBER	ł				
MAILING	i ADDR	ESS (must incl	lude apt	. or suile #,	if applics	able)			CITY			ŝī	TATE		ZIP	COD	Ε		
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GMAC		SPP		NAME															
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VEHICLI	E IN SE	RVICE DATE	(In-War	ranty vehic	sies) TE	RM-MO.	/MI. (IN 00	10'S)	DE	DUCTIBLE	(Required)				P 8)	CE		_	
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GILROY ChevroletCadillac

AUG-24-2006

09:24

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A	AUG-24-2006 09:24	GILROY	CHEVIOIE				40884		00		г.	18	04
i	Contract Regi	stration	G	MPP XX MBP	Medlum Duty	GM Cert	MRP C	Cert		Map	'LW		
	VEHICLE IDENTIFICATION NUM	BER (must be 17 characters)				AG	REEMENTP	URCH	ASE (DATE		-	
	1 G 1 A YEAR MAK	K 52F E	5 5 MOD	7 EL		CURRENT ODOM		2 8 4 Wi	C HEEL		5 /E		
	2005 Ci	HEVROLET	CC	DBAL T		2	2 4						
	FIRST NAME	·	M.I. 1	LAST NAME				FLE	ET	Ġ	MEN	IPLC	YE
	NAME OF BUSINESS OR MUNI	CIPALITY				AREA CODE &	PHONE NU	MBER					
	MAILING ADDRESS (must include	apt. or sulte #, if applicable)		ÇITY			STATE		ZiP	COD	Ē		
				HOL	LISTER		CA						
	The Agreement provider is autho	rized to charge my account fo	or the cost of the /	Agreement(s) and n	ly share of any sut	osequent cancellatio	n(s).						
	DEALER NAME					ER CODE (Require		PROM	отю	N CO	DE		
	GILROY CHEVROLE	T CADILLAC INC			0	6418							
	ADDRESS			CITY	-		STATE		ZIP	COD	E		
	6720 BEARCAT CO	URT		GILS	ΥOY		٤A		ļ	950	20		
	GMAC SPP	NAME			• <u>•</u> •								
	OR O	R											
	ADDRESS			CITY			STATE		ZIP	COD)E		
	LEASE RETAIL	MAJOR GUARD V	ALUE GUARD	BASIC GUARI	SMART PR	OTECTION M	D-PT +	MD-	E&T		MD	BAS	510
	XX	XX											
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	THE TERM OF TH	IS AGREEMENT MAY INCLU		T OF THE TERM O		LE LIMITED WARR	ANTY IF ST	ILL IN	EFFE	ĊТ.			
	NEW XX term of your Ad	ur Agreement will begin on t neter mileage at the Agreem preement will end at the earlie e selected. Your deduotible	rent purchase dat of the time and n	te. The nileage USED	date : of vo	term of your Agreen and odometer mileas ur Agreement will en- nave selected. Your	ge at the Agre d at the earlie	aemen ar of the	t purch e time	hase c and n	iate. nilea	The	ter
	VEHICLE IN SERVICE DATE (In-	Warranty vehicles) TERM-MC	)./MI. (IN 000'S)	DI	DUCTIBLE (Requ				PRI	CE			
	05/05/0	2 724	/ 72	\$0 \$50	\$100	XX ^{\$200}		3	1	9	0	0	0
ŀ	MAINTENANCE TERM The term of	f your Smart Care will begin on the SM	MART CARE	TERM-MOJMI.	GOODWRENCH								
l	Agreement purchase date and odometer mileage a top of the earlier of the	e time and mileage option you have		(IN 000'S)	ÇARE			,			•	0	C
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	selected. The term of your Goodwrench Care will services listed herein and performed within 4 year SURCHARGES & E	s of the Agreement purchase date.	ier em	ERGENCY	SNOWFLOW I		- I					Δ	
	selected. The term of your Goodwrench Care will services listed herein and performed within 4 years SURCHARGES & E OPTIONAL COVERAGE (Select all that apply)	s of the Agreement purchase date. BUSINESS HUMN				\$	0	9	0	0	a	0	
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	selected. The term of your Goodwrench Care will services listed herein and performed within 4 years SURCHARGES & E OPTIONAL COVERAGE (Select all that apply) By signing this, I agree to all the Agreement is not required in order	s of the Agreement purchase date. BUSINESS HUMN terrms and conditions on the	his form. 1 ackno	wledge that purch	ase of this that, upon SU	\$		9 1	0	-	0 0		
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AUG-24-2006 09:24

GILROY ChevroletCadillac **CUSTOMER ENROLLMENT FORM - TIRES FOR LIFE REWARDS PROGRAM** 

4088460065 P.19

Please Print or Type	ENR	OLLMENT NO.	12078	870	T4L
Customer's name:					
Address:					
City: HOLLISTER		State: C	A Zip:		
Phone:		E-mail add	ress:		
Selling Reelemevrolet Cadillac INC Address: 6720 BEARCAT COURT	Dealer Code:	. mana an an da	Télégggaga;	2-9301	
City: GILROY	y na gynnwy, a i annan ar a ann à 'Aladad' anna ann an a	State: CA	Zip:	95020	
VE	HICLE INFOR	MATION			
WIEW Year 2005 Make: CHEN	VROLET Model:	COBALT V	I.N. 161AK	52F557	

$\bigcirc$	NEW	Year: 2000	Maro.	n na je sa	Woder.	· · ·			
$\overline{\bigcirc}$	USED	⁴ Purchase Date:		:		time of sale	i.	24	

### **TIRE INFORMATION (Required)**

		Tire #2	Tire #3	Tire #4
Brand:	ON TINEN TAL	an a	a y manage afer 1986 1997 1997 1997 1997 1997 1997 1997 199	
Model:	TOURING CONTACT			
Size:	195/ IDRIS			

### WHAT YOU MUST DO TO MAINTAIN ELIGIBILITY FOR THE REWARD OF TIRES FOR LIFE

		For purposes of this program, you have purchased a new vehicle (less than 12,000 milles). To maintain your eligibility, YOU ARE
REQUI	RED	TO REPEORM ALL MAINTENANCE SERVICES THAT ARE RECOMMENDED AND/OR REQUIRED BY THE MANUFACTURER (See
	waat	Magual OR THIS DEALERSHIP (see listing of Service(s) recommended by your Dealer), INCLUDING TIRE ROTATIONS AND
DAL AN	ICER.	(balances only if required by Dealer at time of rotation). AT THIS DEALERSHIP FOR AS LONG AS YOU OWN YOUR VEHICLE, ALL
SERVI	CES	MUST ALSO BE PERFORMED WITHIN 1,000 MILES OF THE RECOMMENDED SERVCE INTERVALS TO MAINTAIN YOUR
ELIGB	LITY.	
		$\Gamma - \overline{\gamma}$

For purposes of this program, you have purchased a used vehicle (more than 12,000 miles). To maintain your eligibility, YOU ARE REQUIRED TO CHANGE YOUR OIL AND FILTER EVERY 3,000 MILES AND ROTATE AND BALANCE (balances only if required by Dealer at time of rotation) YOUR TIRES EVERY 6,000 MILES AT THIS DEALERSHIP FOR AS LONG AS YOU OWN YOUR VEHICLE. ALL SERVICES MUST BE PERFORMED WITHIN 1,000 MILES OF THESE REQUIRED SERVICE INTERVALS TO MAINTAIN YOUR ELIGIBILITY. Purchaser initials:_____

### WHAT IS COVERED UNDER THE TIRES FOR LIFE REWARDS PROGRAM

If you perform all the services above, this Dealership will provide, at no cost to you, any tire if the tread depth has worn to 3/32 of an inch or less. You will be responsible for the cost of mounting, balancing, and salas tax (if applicable) of tires provided under this program. Tire(s) provided will be new tires of

the sam	e or comparable brand an	d-size on your vehicle as of the	Pürchase Da Iormal wear ai	re not eligible for replacement. Purchaser initials	r will be replaced.	Tires
٠				XX/A	/ —	
L,	······		$\langle$			
,	Customer's Signatu	re Date		Dealership Representative Signature	Date	
	ι					
		DISTRIBUTION: WHITE - Administrator	PINK Dealer	YELLOW - Purchaser	PT4L/DO/0505	

### GILROY CHEVROLET CADILLAC, INC

(Name of Company)

### PRIVACY NOTICE

In accordance with federal regulations, we are giving you this Privacy Notice to tell you how we may use non-public personal information ("Private Information") about you or your account. The kinds of Private Information we collect about you or your account are described below. This Privacy Notice applies whether you are our current or former customer. This Privacy Notice is provided to you as required by federal laws and regulations applicable to our business. This Privacy Notice does not amend or alter our obligations under any applicable state or local laws, regulations or ordinances.

#### **Collection and Use of Private Information**

We may collect the following kinds of Private Information about you from the following sources:

- Information you provide on applications, forms, or other correspondence, such as your name, address, social security number and income.
- Information about your transactions with us or others, such as your account balance and payment history.
- Information we receive from consumer reporting agencies, credit references, employers, insurance companies and
  insurance agencies, such as your credit history and creditworthiness, and information that we obtain to verify
  employment history or that insurance coverage is in force.

#### **Disclosure of Private Information**

We may disclose Private Information (described above) under the following circumstances:

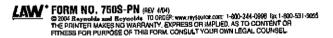
- To Marketing Service Providers and Joint Marketing Partners. We may disclose all Private Information to companies that perform marketing services for us or to other financial institutions with which we have joint marketing agreements.
- With Non-Affiliated Third Parties. We may disclose all Private Information about you with non-affiliated third parties as permitted by law.

#### Protection of Information

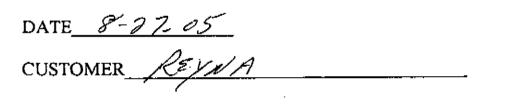
We restrict access to your Private Information to our employees and third parties who need to know that information in order to service your account. Additionally, we maintain physical, electronic, and procedural safeguards to protect your Private Information in a manner consistent with industry standards for similar companies. We will review our safeguards from time to time, and strive to maintain them in a manner consistent with federal regulations that may be in effect from time to time.

By signing below, you acknowledge receipt of this Privacy Notice.

- At 5/25/-	<u> </u>	////
Signature Date: on d y	Signature	Date: m d y
NAWIT LOOD		
Print Name	Print Name	







# UNIT BEING SOLD

STOCK NUMBER 5 C 59 UNIT TYPE COGALT
VIN# <u>161AK52F537</u> MILES_ <u>509</u>
LICENSE NUMBER 1/14 EXPERATION DATE
TIRES FOR LIFE TIRE INFORMATION
BRAND JOURNE Contact / /////////////////////////////////
TIRE #1 OR ALL TIRE #2 TIRE #3 TIRE #4
MODEL ContinentaLT
MODEL <u>CONTINE ALL</u> / ////////////////////////////////
SIZE P195 60 RIST 1
SIZE <u>P195 60 R151</u> / / TIRE #1 OR ALL TIRE #2 TIRE #3 TIRE #4
TRADE IN
BRAND Dadge MODEL DAKOTA CREW CAB
VIN # 137HL 38 X32 MILES 51948
LICENSE NUMBER $6$ EXPERATION DATE $4.30.06$
FRONT LICENSE PLATE YESDNO REAR PLATE YESDNO

#### Transaction Results Details

VIN:

1G1AK52F557

Dealer Code:

06418

**Transaction Date:** 

08/28/2005

Transaction Type:

Delivery

#### **Delivery Type:**

010 - Individual Purchase

### Transaction Messages:

1096 - Incentive sent to BARS

1097 - GMPP sent to MIC

Status:

Accepted

User ID:

LZKMPG

User Role:

00005

Timestamp Date:

2005-08-29-18.16.56.598000



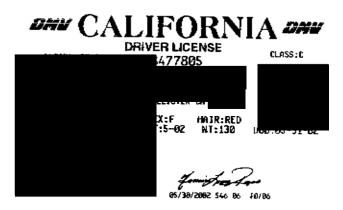
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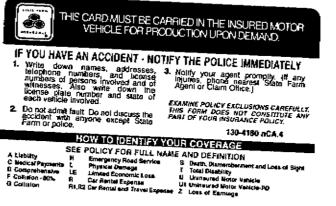
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	A Public Service Agency VEHICLE/VESSE	L TRANSI	ER AND F	REASSIGNMEN	NT FORM	
	This form is not the ownership certificate.		<i>mpany the t</i> URES MUS1	-	• •	<i>for a duplicate title.</i> S NOT ACCEPTED
≘	SECTION 1: Vehicle/Vessel Description				HOTOCOFIE	S NOT ACCEFTED
SSe	IDENTIFICATION NUMBER	YEAR MODEL	MAKE	LICENSE PLATE/CF #	MOTOR	CYCLE ENGINE #
Vehicle/Vessel	1G1AK52F557	2005 COBALT	CHEVROLE			
2	SECTION 2: Bill of Sale	re indian wind among wh	With Street in Street	ANT STATES THE REAL PROPERTY OF	tender riking a	a enter of a to to a to a to a to a to a to a t
ىھ	I/We GILROY CHEVROLET CADILLAC IN	C		sell, transfer, an	d deliver the	above vehicle/vessel
Bill of Sale	(PRINT SELLER'S NAN	NE[S])	on 08 20		1	\$
B	(PRINT BUYER'S NAME[3])		on 08 28	1.4.1	e amount of	(SELLING PRICE)
	If this was a gift, indicate relationship:	N/A		g., parents, spouse,	friend, etc.)	\$ N/A
	SECTION 3: Odometer Disclosure Staten	nent (Vold i	f Mileade is	Altered or Erase	d)	
Odometer	Federal and State Law requires that you providing a false statement may result in The odometer now reads reflects the actual mileage unless one of the WAR	fines and/o ,2 ne following	statements	n <b>ent.</b> ] ] (no tenths) miles		
	Odometer reading is <b>NOT</b> the actual mile Explain odometer discrepancy:			eage exceeds the	odometer me	echanical limits
ļ	SECTION 4:-Buyer and Seller (MUST.prin	n his or her	Trubban habit da an ini i	and sign this se	stion.) 👘 🕷	Contraction of the second
			BUYER			
	l acknowledge the odometer reading and of the State of California that the Informa	tion I have	provided is	r. i certify under p prue and correct.	enany or pe	rjury under the laws
Buyer					08/28/05	N, 8, 4, 7, 7, 8, 0, 5
_	PRINT NAME		$\sim$		DATE	DL, ID OR DEALER #
			Ē		DATE	DL. ID OR DEALER #
		x				
	MAILING ADDRESS	HOLLISTER		STATE CA	ZIP	DAYTIME PHONE #
			SELLER	ÇA		
	I certify under penalty of perjury under th	ne laws of t	ie State of C	California that the	Information	n I have provided is
	true and correct.	BIGNATUR	E A		DATE	OL, ID OR DEALER #
	GILROY CHEVROLET CADILLAC INC	XXX	V.uK		08/28/05	
Setier	PRINT NAME	SIGNATION	5/(WVS)		DATE	DL, ID OR DEALER #
	PRINT NAME	X SIGNATUR	E		DATE	OL, ID OR DEALER #
		X				
1	6720 BEARCAT COURT	GILROY		STATE CA	zi⊧ 95020	(408)842-9301
ļ	SECTION 5: Power of Attorney		•	services an ever it		Negove lete galle
of Attorney	I/We (PRINT NAME[S]) as my attorney in fact, to complete all necessary Sign	documents, a		appoint _0	SILROY CHE (PRI as required by DATE	VROLET CADILLAC II NT NAME[3]) Iaw.
	X	A			08/28	/2005
	signature recourse by person appointing Power of X	Attorney	<u></u>		DATE	

REG 262 (REV. 3/2003)







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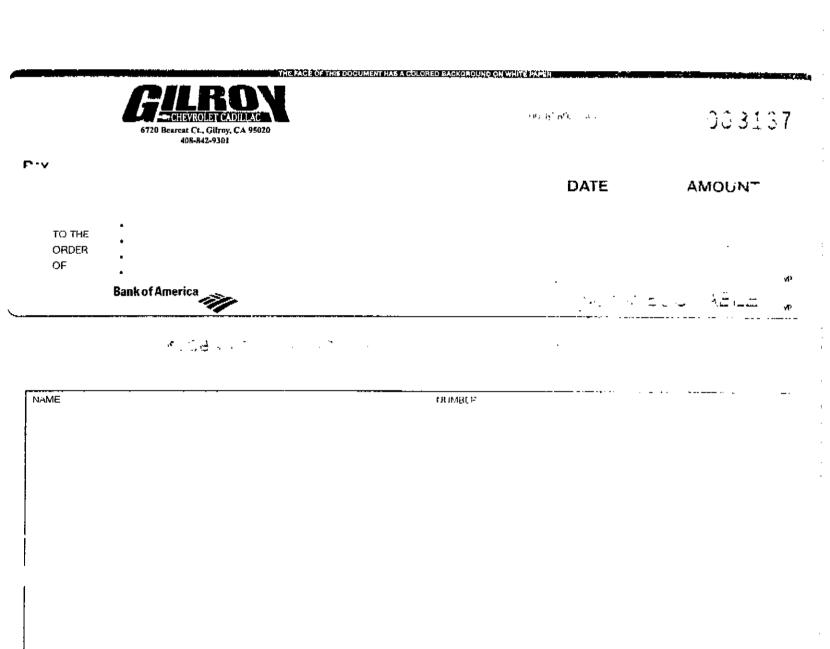
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4 1 2 Q
00111517R (A (331)035 1325 NORE #(331)650 million in income
WORK PROMISED TO BE PERFORMED AT TIME OF SALE
DATE         DESCRIPTION OF CAR         ZUUS         LICENSE         CUSTOMER'S NAME         SALESPERSON         STOCK NO.         SUD/9           08728705         CHEVROLE COBALT         NANELLEOPEZ REYNA         DAVID_E_NUNEZ         SUD/9
PRESENT THIS ORDER WHEN WORK IS TO BE COMPLETED
1. SOLO AS EQUIPPED
2 7
3.
4.
5.
6.
7. <u>NU OTHER WORK PRODUCED OR THEFTED</u>
NOTE: THE ABOVE PROMISED WORK IS THE ONLY WORK TO BE PERFORMED FREE OF CHARGE. ANY ADDITIONAL WORK WILL BE CHARGED FOR IN ACCORDANCE WITH THE TYPE OF WARRANTY ISSUED AT TIME OF SALE, AND WILL BE CASH ON DELIVERY. ALL WORK MUST BE DONE IN OUR SHOP, AND YOU MUST MAKE AN ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT BEFORE THE ABOVE WORK CAN BE PERFORMED.
Signed: Sales Mgr. X

DUE TO INSURANCE REGULATIONS -- NO LOAN CARS AVAILABLE



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GILROY CHEVROLET CADILLAC INC 6720 BEARCAT CT GILROY, CALIFORNIA 95020

1 1 2 2 2	CASH RECEI BAN	VED FROM IK OF AMERICA			112145 Y LAMMI 5 AMOUNT	
-Pith Ann succession - 1	ACCT. 205	amount 15,963.88	CONTROL NUMBER 85765	CHECK		15,963.88
	REMARKS		· ·			
	MESSAGE	THANK YOU FO	R YOUR BUSINESS			PAGE_1

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AUG-24-2006 09:26 GILROY ChevroletCadillac

# **Bank of America**



#### CONTRACTS PURCHASED FAX TRANSMITTAL

Date : 08/31/2005 Time : 19:29:56

Document To :

Dealership Name: GILROY CHEVROLET CADILLAC INC 6720 BEARCAT COURT GILROY, CA 95020 Fax Number : (408) 842-2579

Document From : Bank of America Fax Number : ( ) -

#### CONTRACTS PURCHASED

IMPORTANT : Please forward this transmittal to the appropriate department stated below immediately. No verbal follow-up will be made regarding this communication.

Attention : Office Manager

The contract(s) listed below have been purchased by Bank of America effective 08/31/2005. Availability of ACH funds should be confirmed with your financial institution. If disbursement by check, checks made payable to your dealership, including floorplan payoffs, customer payments, etc. have been sent via an overnight delivery service. If you have any questions, please call our office.

_	Customer	App	Payee /	Transaction	Discount	Reserves	CK/
	Name	Number	Type	Amount	Rate	Payable	ACH
N	REYNA	4731959	Proceeds Reserves Paid Total Deposit	\$15963.88 \$0.00 \$15963.88	6.54%	\$185.22	ACH

1 Contract(s) totaling \$15963.88 included on this transmittal.

85765

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4088460065

P.28

	WARNING: Transactions en day of 07:07-20	Current day cutoff has expired tered will be reflected on GMA	C's next busin	Acct# ass085-8	Dir Name: 1318-001 Qerov Obevro	ilet Qadillac 🔜
4 4 A-1						
t. a	, ·					
L Proceeds Whol	esale Customer Pm	t/Payoff Misc Due GMAC				
Effective Date		Other AGH		Daily Recor	d Report	
07/07/2005	\$0.00	\$14,721.13	07/06/20	-	07/07/2005	
	an a Vehicle: Con en successfully proce	-				
Dir# Type	VIN	Yr/Mk/Mdl	EDC/AWV	Mileage	Amt	Description
🗖 taan u	101AR5_P ^{ercent} ert	NON CHEVERLET COBALT	314 721 13		314 721 13	5059/310
is the real use the bro-	wser Bark button to make	efore the floorplan request will changes	li be funded.		( [] ( 254-1 ( Note on the second s	······································

AUG-24-2006 09:26

A Public Service Agency

GILROY ChevroletCadillac

4088460065 P.30

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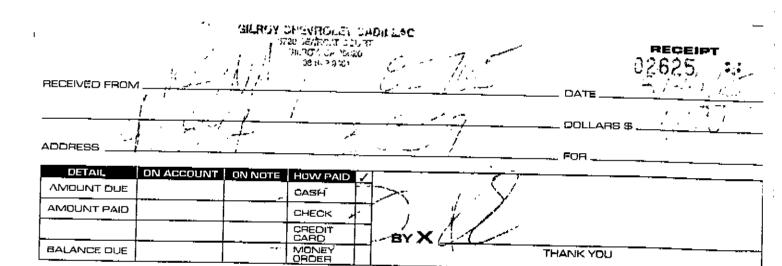
### VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

This form is not the ownership certificate. It must accompany the titling document or application for a duplicate title. INSTRUCTIONS ON REVERSE SIDE ALL SIGNATURES MUST BE IN INK PHOTOCOPIES NOT ACCEPTED

0 le	SECTION 1: Vehicle/Vessel Description						······································
/essi		AR MODEL	MAKE	LICEN	SE PLATE/CF #	мото	RCYCLE ENGINE #
Vehicle/Vessel	1611AK52F551	05	Cha				
5	SECTION 2: Bill of Sale						
ale	INVe Wortfuller			sel	, transfer, ai	nd deliver the	above vehicle/vessel
Bill of Sale	(PRINT SELLER'S NAME[S]	, 	on	2a	05 for t	he amount of	S
	If this was a gift, indicate relationship:		(	'ē.g., pa	rents. spouse	. friend, etc.)	\$
	SECTION 3: Odometer Disclosure Statemen	t (Vold)	f Miloana	ie Altar	ad or Ersee		(GIFT VALUE)
	Federal and State Law requires that you st providing a false statement may result in fin	ate the l	mileage u	oon tra			ilure to complete or
Odometer	The odometer now reads			10 10 10 10 10 10 10 10 10 10		s, and to the	best of my knowledge
	reflects the actual mileage <i>unless one of the fe</i> WARNIN Odometer reading is <b>NOT</b> the actual mileage Explain odometer discrepancy:	เด—๐๐๎๙	MET <u>ER</u> D	ISCRE	PANCY	odometer m	echanical limits
	SECTION 4: Buyer and Seller (MUST print hi	s or her	name, dat	e and a	ign this se	ction.)	
			BUYER			•	
-	I acknowledge the odometer reading and the of the State of California that the information	facts of I have p	the transf provided i	er. I cel 5 true a	rtify under p nd correct.		
Buyer	PRINT NAME Ghiroy Chevrolet Cadillac	SIGNATURI		min	und.	DATE	DL. ID OR DEALER #
	PRINT NAME 720 Bearcat Court Gilroy, CA 95020	SIGNATURI		<u>_`(</u>	$\int d d d d d d d d d d d d d d d d d d d$	DATE	
i	PHINI NAME	SIGNATURI				DATE	DL, ID OR DEALER #
		CITY			STATE	ZIP	DAYTIME PHONE #
			SELLER				<u>}</u>
	I certify under penalty of perjury under the la true and correct.	ws of th	e State of	Califor	nia that the	informatio	n I have provided is
	PRINT NAME	SIGNATUR	h III	1/		PATE - 10-	DL ID OR DEALER
ler	Wittmeier Chevorlet		- nun	<u>^</u>		PIJUS	AX . L L L L
Seller	2292 Forest Ave.	X	-			DATE	DL. ID OR DEALER #
	PRINT NAME Chico, CA 95928	SIGNATURE	<u> </u>			DATE	
	MAILING ADDRESS	CITY			STATE	ZIP	DAYTIME PHONE #
	SECTION 5: Power of Attorney						
Attorney	I/We				appoint _		<u> </u>
of Att	(PRINT NAME[S]) as my attorney in fact, to complete all necessary doc	umente a	e needed t				NT NAME(S)
POWLE	Signature required by person appointing Power of Attor			/ ILATISTE	ownersnip a	DATE	Id.W
	X Signature required by person appointing Power of Attor	ney				DATE	
ļ	<u>×</u>					<u></u>	NR. 645 1

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	DETAIL	ON ACCOUNT	ON NOTE	HOW PAID	<u>/</u>		17.	•	· · · · · · · · · · · · · · · · · · ·		
	AMOUNT DUE			CASE	$\sim$	1411	$(\mathbf{y}_{i})$	-	<b>1</b>	• •	
	AMOUNT PAID			СНЕСК 🖌					•	•	
			/	CREDIT		×M		- ·		د •	
ł	BALANCE DUE							THANK Y	ou · · · · · ·		



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#### LAW OFFICES **SUSAN JOHNSON BATES** 333 W. SANTA CLARA STREET, SUITE 612 SAN JOSE, CALIFORNIA 95113 TELEPHONE (408) 286-9700

### FACSIMILE TRANSMITTAL

THIS FACSIMILE AND THE INFORMATION IT CONTAINS ARE INTENDED TO BE A CONFIDENTIAL COMMUNICATION ONLY TO THE PERSON OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FAX TO THIS OFFICE BY MAIL.

### TO: Tamera Shultz, GM Business Resource Center Fax No. 866-270-0206

- FROM: Susan Johnson Bates, Attorney at Law Fax No. 408/286-9403
- RE:

Service Request: 1-414121178 2005 Chevrolet Cobalt, VIN 1G1AK52F557 Customer Relationship Specialist: Tamera Shultz

**DATE:** August 11, 2006

Number of Pages (Including this Cover Sheet): 4

We are transmitting from a HP LaserJet 3100 facsimile machine. When we receive automatically (unattended), we would appreciate a cover letter giving us your transmittal information.

If there are any problems receiving this message, please telephone Margaret at 408/286-9700. Thank you.

Message:

#### LAW OFFICES SUSAN JOHNSON BATES 333 W. SANTA CLARA STREET, SUITE 612 SAN JOSE, CALIFORNIA 95113-1715

August 11, 2006

TELEPHONE (408) 286-9700

SENT BY FACSIMILE ONLY

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

RE:

Service Request: 1-414121178 2005 Chevrolet Cobalt, VIN **1G1AK52F557** Customer Relationship Specialist: Tamera Shultz

Dear Ms. Shultz:

Attached are copies of the Release of Lien Information and the DMV Vehicle Registration Renewal Notice. When we receive a copy of the registration, I will forward that to you.

Thank you for your attention to this matter.

Very truly

cc: client

#### RELEASE OF LIEN INFORMATION

I			<u> </u>
(Chent's Name	*)	(CILEDUS SOCIAL SECURITY INUMPER)	
hereby authorize	Bank of (Licn holder Name)	America	
		Lien holder Phone Number)	1800-215-6195
to release any and all i	aformation regarding my	loan account ( (Account Number)	
with Benk of	holder Name)		
	poration, including but n 1d per diem information.	ot limited to a complete payment histor	y of my account, a
Date 8/80/04	: 		
	VEHICL	E INFORMATION	
The current vehicle m	ileage is <u>14, D/02</u>	Date mileage read: <u>\$ - 10</u>	<u>)- 5</u> 6
		Signature	
LG0004 V6302006			
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ISD 83VR (REV. 11/2005)

A Public Service Agency

4082869403;

Aug-11-06 11:45AM; TO:914082869403

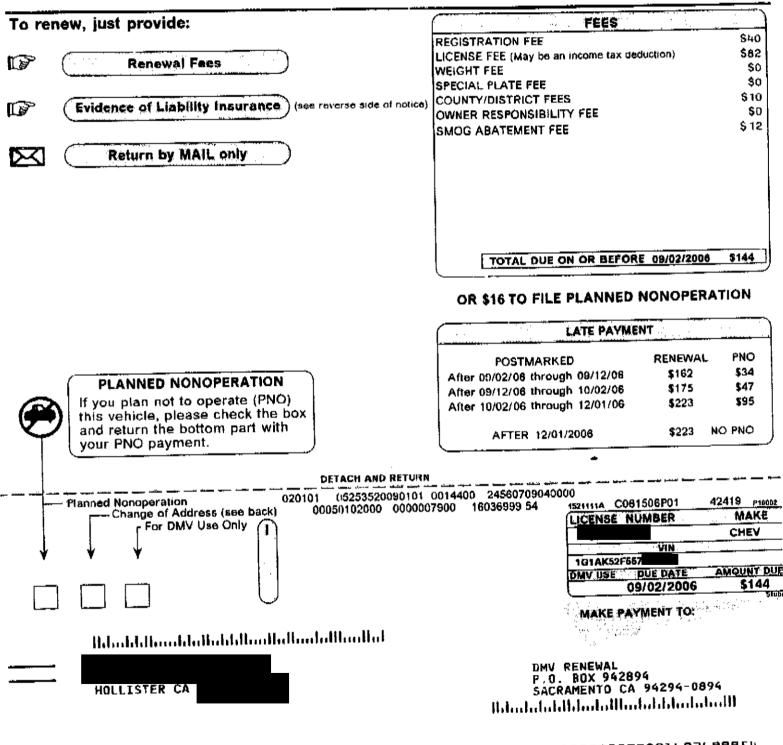




Page 4/4

### VEHICLE REGISTRATION RENEWAL NOTICE

VIN	MAKE	YR	BODY TYPE	LICENSE PLATE	AMOUNT DUE	DUE DATE
1G1AK52F557	CHÉV	2:005	40		\$144	09/02/2006





### **General Motors Business Resource Center**



### To: Joe Cassisi

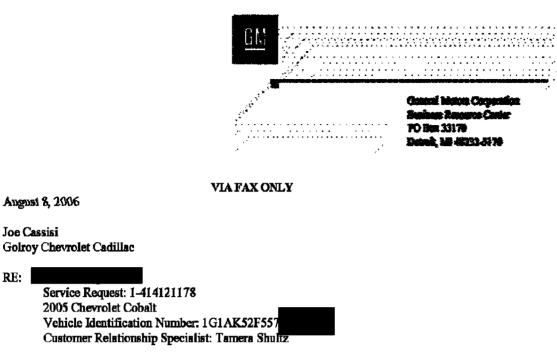
Company: Gilroy Chevrolet Cadillac Fax: 408-846-0065 Phone: 408-843-1610

### From: Tamera Shultz

Fax: 1-866-270-0206 Phone: 1-866-790-5600 ext. 11333 E-mail:

CC:

NOTES:



Dear Mr. Cassisi:

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

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

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact our Business Resource Center at 1-866-790-5600 ext 11333 Monday through Friday between 9:30 a.m. and 6:15 p.m., Eastern Time.

Sincerely,

Tamera Shultz General Motors Corporation

LG0040 V6302006





GMC









### **General Motors Business Resource Center**



### To: Joe Cassisi

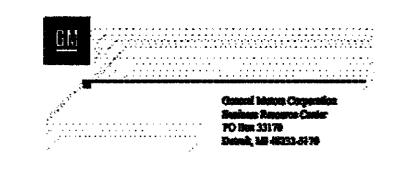
Company: Gilroy Chevrolet Cadillac Fax: 408-846-0065 Phone: 408-843-1610

### From: Tamera Shultz

Fax: 1-866-270-0206 Phone: 1-866-790-5600 ext. 11333 E-mail:

CC:

**NOTES:** 



VIA FAX ONLY

August 8, 2006

Joe Cassisi Golroy Chevrolet Cadillac

RE:

Service Request: 1-414121178 2005 Chevrolet Cobalt Vehicle Identification Number: 1G1AK52F557 Customer Relationship Specialist: Tamera Shultz

Dear Mr. Cassisi:

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

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Sincerely,

Tamera Shultz General Motors Corporation

LG0040 V6302006







ngsimete













### **General Motors Business Resource Center**



### To: Joe Cassisi

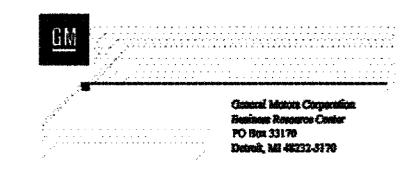
Company: Gilroy Chevrolet Cadillac Fax: 408-846-0065 Phone: 408-843-1610

### From: Tamera Shultz

Fax: 1-866-270-0206 Phone: 1-866-790-5600 ext. 11333 E-mail:

CC:

**NOTES:** 



VIA FAX ONLY

August 8, 2006

Joe Cassisi Golroy Chevrolet Cadillac

RE:

Service Request: 1-414121178 2005 Chevrolet Cobalt Vehicle Identification Number: 1G1AK52F557 Customer Relationship Specialist: Tamera Shultz

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Sincerely,

Tamera Shultz General Motors Corporation

LG0040 V6302006















JUL 2 4 2006

GENERAL MOTORS CORPORATION CHEVROLET MOTOR DIVISION CUSTOMER ASSISTANCE CENTER PO BOX 33170 TROY MI 48232-5170 Idullahuldulladdhaullulladd

4823245170-70 8051

#### LAW OFFICES **SUSAN JOHNSON BATES** 333 W. SANTA CLARA STREET, SUITE 612 SAN JOSE, CALIFORNIA 95113-1715 TELEPHONE (408) 286-9700

July 19, 2006

#### **CERTIFIED MAIL; RETURN RECEIPT REQUESTED**

General Motors Corporation Chevrolet Motor Division Customer Assistance Center P.O. Box 33170 Troy, MI 48232-5170

> Re: NANCIE VIN: 1G1AK52F557

#### - 2005 CHEVROLET COBALT;

Dear General Motors:

This office has been retained by the to represent her concerning the above-captioned 2005 Chevrolet Cobalt. The the tempted to work with your authorized dealerships and with your customer service without success.

A formal request is hereby made that General Motors immediately comply with California's Song-Beverly Consumer Warranty Act in connection with the above-referenced Chevrolet Cobalt, which was purchased August 28, 2005, with new vehicle warranties. From the date of purchase, it has been out of service and at a dealer's for repairs because the steering went out on two separate occasions; creating very dangerous situations.

is not only concerned about the safety of her family, but of other individuals using the public highways who could be injured or killed because of this defective vehicle.

Intermittently the car will start jerking, the driver loses control of the car because the power steering goes out, and the ignition also locks, i.e. the key cannot be removed. After the car is allowed to cool down, it will again start as if there is nothing wrong with it.

The following sets forth the dates out of service:

<u>Date</u>

<u>Odometer</u> '

Complaint/attempted repairs

Gilroy Chevrolet Cadillac, 6720 Bearcat Court, Gilroy, Ca 95020 4/11/06 RO 3 days - 12,151 Vehicle lost power steering and steering light displayed on

• • • • • • •

dash. Vehicle was bucking at same time.
Scanned system. Found code U2100, U2107 - performed trouble code diagnosis. Power & grounds OK, communication OK. Called TAC assist case #8879612. Steering column has internal fault. Replaced steering column & transferred all parts. Cleared codes.

General Motors Corporation July 19, 2006 Page 2

Date Odometer

Complaint/attempted repairs

Greenwood Chevrolet, 270 San Felipe Road, Hollister

6/6/06 - 6/9/06 14,046

Electrical

Service steering column message comes on at times and the vehicle is not driveable.

1

Т

Performed system diagnostic inspection the following codes were stored in the system, U2107, U2105. Recent steering column replaced at another dealer. Ran through diagnostic trouble tree all indicators lead to a faulty body control module. Ordered parts 6/7/06 10:30 a.m. Received part 9:00 am Thursday, June 08, 2006. Replaced and reprogrammed the body control module and the theft deterrent system. Programming warranty code FE511. Test drove no message on vehicle runs and operates as designed.

Mileage out 14057

Electrical

The ignition key will not remove from the ignition cylinder. Found bulletin #06-07-30-004B for this condition, bulletin states to replace the transmission control shifter assembly. Replace shifter assembly. Check operation. OK. Road test. OK

The Cobalt was purchased as a reliable and safe vehicle for the **bary** family. With the possible loss of steering, the Cobalt is not a safe vehicle for this family. **bary family** has five children, the youngest are 3 and 4 years old. The vehicle has demonstrated its unreliability for the purpose it was purchased: safe and reliable transportation along the public highways.

The vehicle cannot be, and has not been, satisfactorily repaired. Accordingly, hereby revokes acceptance of the vehicle pursuant to Commercial Code § 2608; rescinds the purchase contract pursuant to Civil Code § 1689; and demands restitution pursuant to Civil Code § 1793.2(d)(2) which provides, in pertinent part:

If the manufacturer or its representative in this state is not able to service or repair a new motor vehicle ... to conform to the applicable express warranties after a reasonable number of attempts, the <u>manufacturer shall either promptly replace the new motor vehicle ...</u> or promptly make restitution to the buyer... (Emphasis added.)

Accordingly, it is now General Motors' statutory duty to repurchase the **second second** vehicle in accordance with Civil Code § 1793.2(d)(2)(B) by reimbursing her for her purchase price,

General Motors Corporation July 19, 2006 Page 3

including sales tax, license fees, registration fees, interest, and incidental damages such as rental car costs and towing charges.

Unless General Motors complies with its statutory obligations to repurchase the vehicle within 30 days from the service of this notice, she will be entitled to the statutory civil penalty of two times their actual damages. She will, in addition to being entitled to litigation expenses including attorney's fees, in accordance with Civil Code § 1794(e)(1), also be entitled to prejudgment interest.

For your convenience copies of the purchase contract and repair orders are enclosed. Also, attached are the current out-of-pocket expenses.

At your earliest opportunity, therefore, kindly contact the undersigned to arrange for the repurchase of the subject vehicle. In that connection, please be advised that suit will be commenced on behalf of unless an appropriate resolution is reached within thirty (30) days.

Very truly vours JOHŃSOI

SJB:mb

Sent by U.S. Certified Mail Receipt No. 7006 0100 0006 9680 5561, Return Receipt Requested cc: Client

# DAMAGES

## NANCIE LOPEZ (REYNA) - 2005 CHEVROLET COBALT; VIN: 1G1AK52F557

Total Sales Price: \$20,240.81	
Lender: Bank of America	
Down: net	\$ 150.33
Payments: 9/25/05 - 7/25/05 = 11 mos. X \$272.09 = \$272.09/mo	2,992.99
Registration '06 Nonop	16.00
Litigation expenses	3,000.00

J

RETAIL INSTALLMENT SALE CONTRACT	<ul> <li>A president of the end of the second s</li></ul>
a serie de la statute da través de la serie de la s	30377Stock Number5059
Buyer (and Co Buyer) Name and Address (Including County and Zip Code) Creditor - Seller (Name and	nd Address)
and the second s	DLET: CADILLAC INC
THE TRANSPORT	COURT : 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
GILROY CA 95	
You, the Buyer (and Co-Buyer, if any), may buy the vehicle below tor cash or on credit, By signing this contract you agreements on the tront and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-Ir	Lending Disclosures below are part of this contract.
New Make 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Primary Use For Which Purchased
101 101 101 101 101 101 101 101 101 101	☐ pusiness or commercial
FEDERAL TRUTH-IN-LENDING DISCLOSURES	STATEMENT OF INSURANCE
ANNUAL ** FINANCE Amount ** Total of Payments Price ** Financed The amount vour credit as credit will* 12 ** Financed ** The amount vour behalt to vour credit as credit will* 12 ** to vou or ** ** vour down i ** vour credit as ** ** ** ** ** ** ** ** ** ** ** ** **	NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent of broker. You are not required to buy any other insurance to, obtain credit. You'decision to buy or not buy other insurance will not be a factor in the credit approval process. Vehicle Insurance Term, Premium S
SUBJECT TO LENDER'S CREDIT APPROVAL (e) means an estimate	Bodily Injury \$ 110 N/Amits 31037 Mos \$ N/A
Number of Payments: Amount of Payments: When Payments Are Due:	Property Damage \$ 212 14 N/ Amits _ 121 Hos: \$ 21 N/A
Cone Payment of the second sec	1. Interdical <u>N/A</u>
Wonthly, Beginning 09/27/200	5 Total Vehicle Insurance Premiums 30 7.00 \$
Payments N/A Monthly, Beginning,	UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR
Cone Final Payment	DOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.
tate charge in payment that is later to the second and the second	A (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.
ITEMIZATION OF THE AMOUNT FINANCED	-Seller X
-1Total Cash Price	If any insurance is checked below, policies or certificates from the inamed insurance companies will describe the terms and conditions.
A. Cash Price of Motor Vehicle and Accessories \$\$_14123.38(A)	Application for Optional Credit Insurance
1. Cash Price Vehicle 3 1/1/2/1.30	Credit Lile: - C.Buyer, D, Co-Buyer, D Both
A	Credit Disability (Buyer Only): 1. Territ Exp. Premium
A STATUSTICE N/A STATUSTICE N/A	Credit Life HL/Mos: N/A
the string of th	Credit Disability, N/Mos \$N/A
C. Smog Fee Paid to Seller	
0. Sates Tax (on taxable items in A+B+C) \$ 1030.83(D)	thisurance Company NameN/A
E. Optional DMV Electronic Filing Fee  F. (Optional) Service Contract  F. ((potional) Service Contract  F. ((potional) Service Contract  F. ((potional) Serv	Home Office Address _11/A
G. (Optional) Service Contract*	NLA Credit file insurance and credit disability insurance are not
H. Prior Credit or Lease Balance paid by Seller to	required to obtain credit. Your decision to buy or not buy credit
(see downpayment and Irade-in calculation) / A N/A(i)	credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is surger of a detailed the insurance may
t (Optional) Gap Contract (to whom paid)	based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your
Total Cash Price (A through J)	1 any ment or in the number of payments. Coverage for credit life
2 Amounts Paid to Public Officials	insurance is shown above. You are applying for the credit insurance marked
N/A(p)	1 above Your signature below means that you agree 1
B. Registration mansion mining ress	that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for
$\begin{array}{c c} & & & \\ \hline & & \\ \hline & & \\ D. & \\ \hline & & \\ \hline & & \\ N/A \end{array}$	disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective
166 75 (c)	1. Date (3) Only the Primary Buyer is eligible for f
International Contraction	I NOT COVER CONDITIONS FOR WHICH YOU HAVE
1 16 • (Total premiums from Statement of Insurance column a + b)* \$R(3)	IL I SEEN A DOCTOR OR CHIROPRACTOR IN THE I
4.º Smog Certification of Exemption ree Fail to State	[ ] Covered" in your policy for details).
5. Subioial (1 infough 4)	You want to buy the credit insurance.
- A Agreed Trade In Value Yr 2002 Make DODOL TROG DOJJ. (A)	Date Buyer Signature Age
1353377 MODEL 1197HL39X32S	Date Co-Buver Signature Age
B. Less Prior Credit or Lease Balance	Date Co-Buyer Signature Age

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		-849.67(C)	. 1	CONTINUAL CAR CONTRACT	
C. Net Trade-In (A less B) (indi	cate if a negative number) \$.		· .	ion contract) is not required	A gap contract (debt cancella: to obtain credit and will not be
- D.:: Deferred Downpayment	، \$_	N/A(D)		<ul> <li>provided unless you sign believed</li> </ul>	ow and agree to pay the extra
E. Manulacturer's Rebate	the second of \$2	500.00(E) .	· · · · /	charge, if you choose to buy a g in item 11. See view can confident to the second confidence of the second confidence	ap contract, the charge is shown act for details on the protection
E: Mänulacturer's Rebate	<b>\$</b> .	N/A(F)	. }	it provides it is a part of this or	ntract,
G Cash	1 104 HAT 10 1 1 1 1 5	1000.00 _(G)		it provides it is a part of this or Term <u>NA</u> Mos	N/A
Total Downpayment (C throug	th Gi	ι	650.33 (6)	{ · · · · · · · · · · · · · · · · · · ·	Name of Gap Contract ?
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*	:09 GILRUY ChevroletCadillac	4000400000	
JUN 6, 2006	COMPLAINT CAUSE AND CORRECT GILROY CHEV	ROLET CAD PORT	5006
JOB#: 1 O 1. COMPLAINT	PERATION: 45CVZ01 DESCRIPTION: 5 : CUSTOMER STATES VEHICLE LOST POWER ST DISPLAYED ON DASH, VEHICLE WAS BUCKING	EERING & STEERI	NG LIGH
2. CAUSE	: SCANNED SYSTEM, FOUND CODE U2100, U2107 CODE DIAGNOSIS. POWER & GROUNDS OK, CO CALLED TAC ASSIST CASE #8879612. STEEP INTERNAL FAULT.	OMMUNICATION OK	
3. CORRECTION	V: REPLACED STEERNIG COLUMN & TRANSFERREI CLEARED CODES.	) ALL PARTS.	
			her
1	GALBORICADILLAC		
[	6720 Bearcat Court • Gilroy, CA 95020 Service Direct: 408.843.1607 • Fax: 408.846.0065 Main Number: 408.842.9301		00
Customer Name:	DR Hollister CA.		
	Cell: Work: E-Maily Model: 105 A - T		
Date of Purchase: 8	-27-05 Appointment Date 15 11 Only	for Aport	!

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- Attornay Greval -4/11/06-Milearge cittorin - 12,151.

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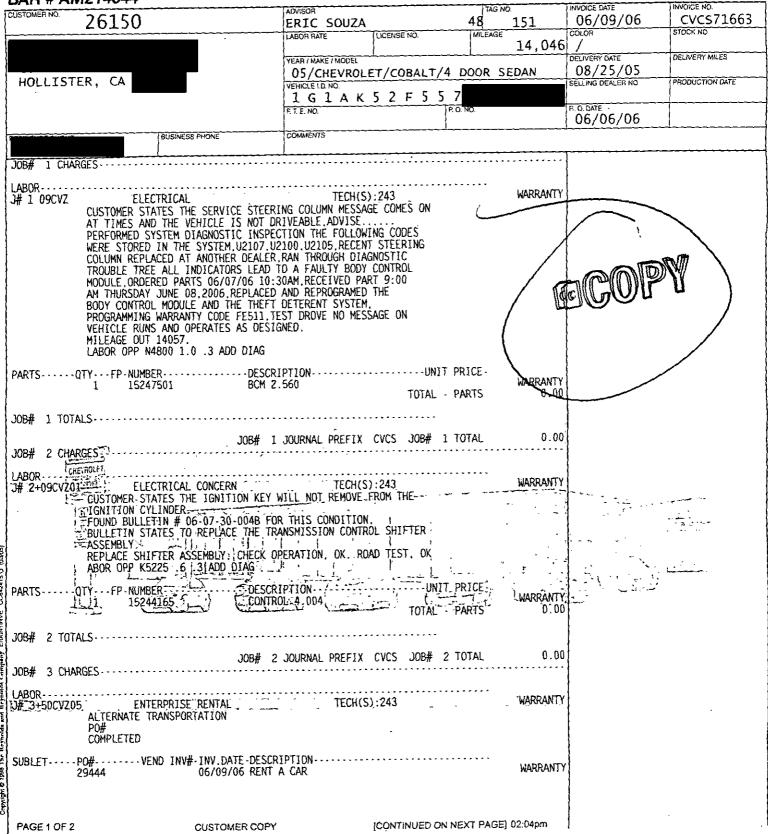
### GREENWOOD CHEVROLET

270 San Felipe Road Phone (831) 637-5328 HOLLISTER, CALIFORNIA 95023



#### BAR # AM214044

#### EPA # CAD 981653140



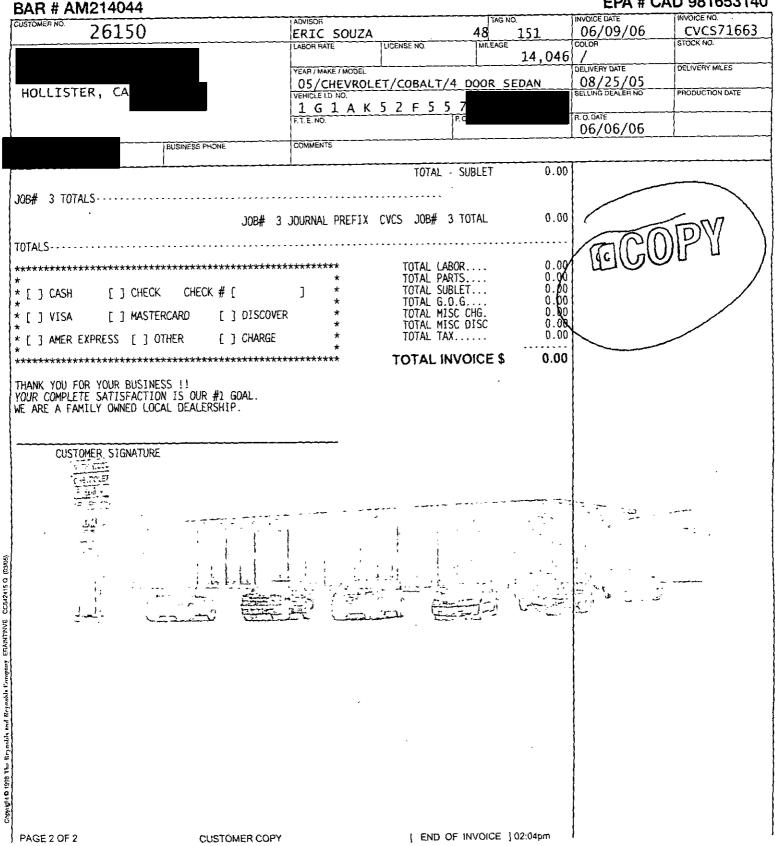


# GREENWOOD CHEVROLET

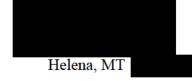
270 San Felipe Road Phone (831) 637-5328 HOLLISTER, CALIFORNIA 95023



### EPA # CAD 981653140



May 19, 2011



Service request: 1-414335136 Vehicle Identification Number: 1G1AK52F557 General Motors Business Resource Customer Relationship Specialist: Gracie Ross

Dear

Thank you for allowing us the opportunity to review the case involving your 2005 Chevrolet Cobalt. Unfortunately, our attempts to reach you by phone on June 5th, June 6th and June 7, 2006 were unsuccessful.

Therefore, we will not be able to take any further action regarding your concern until we have an opportunity to discuss this with you. We will continue to hold your file open for 10 days.

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

Sincerely,

General Motors Corporation

PA0005 V05112006 Г

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

### **Customer:**

**Request #:** 1-41433513

**BBB#:** CHV0651090

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

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

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

Purchase Price (from dealer Bill of Sale before tax, tag, etc)	\$20342.00				
MSRP (from BARS Invoice) Note: If GMS price, use in place of MSRP price	\$15615.00				
Difference (If positive, look for Over Allowance) <b>If no Trade in, have Dealer</b> <b>explain why customer paid more than MSRP</b> .	\$4727.00				
Trade Allowance (from dealer Bill of Sale)	\$11021.00				
Actual Cash Value Statement	\$12021.00				
Difference (if positive, this is the overallowance)	\$-1000.00				
Payoff or Lien amount from Bill of Sale	\$11021.00				
(If dealer added negative equity into contract, do not subtract)					
Actual Cash Value Statement	\$12021.00				
Difference (if positive, this is the negative equity )	\$-1000.00				

If Over Allowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with							
Team Manager before submitting information to BBB							
	<b>#20242</b> 00						
Purchase Price (from dealer Bill of Sale before tax, tag, etc.)	\$20342.00						
Incentives not included in Purchase Price (from BARS) minus	\$1000.00						
(Do not include fuel fill credit or dealer incentives, GM Card Points must be included)							

Overallowance and/or Negative Equity minus	\$0
Actual price of Vehicle that should be presented to BBB for ATA	\$19342.00



### GENERAL MOTORS BUSINESS RESOURCE CENTER

### VIA FAX ONLY

6/07/06

David Krebs Chevrolet of Helena 1501 Cedar St Helena ,MT<u>59601</u>

Re: Siebel Request: 1-414335136 2005 Chevrolet Cobalt VIN # 1G1AK52F557

Dear Mr. David Krebs:

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

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

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

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

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

Sincerely,

Gracie Ross BRC Customer Relationship Specialist Ph# 866-790-5700 ext 21186 FAX# 866-485-4463 FAX

TO: GRACIE ROSS

FROM: Susie Edick

FAX: 866-485-4463

DATE: 07-17-06

RE: REQUEST 1-414335136 -

Gracie

I will be sending this fax in two parts. The first will be the documentation you request. The second will be the history of repair orders. Let me know if you need anything further.

Thanks,

SUSIE EDICK CHEVROLET OF HELENA OFFICE MANAGER 406-495-3030 FAX 406-449-6303

# **CHEVROLET OF HELENA #146**

1002581	78452	1501 CE	DAR STREET
	ACCOUNTING	-	, MT 59601
	ACCOUNTING		06) 442-9001
			6) 495-3076
HELENA, MT BUS:	PAGE 2	·	,
CELL:	SERVICE ADVISOR:	70105 KELLY H	IUBBERT
COLOR YEAR MAKE/MODEL			AILEAGE INVOLT
BLACK 05 CHEVROLET COBALT	LG1AK52F557	2	2830/22846
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PART#: 15270425 COUNT: 5			
Claim type:			
AUTH CODE: B			
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STATEMENT OF DISCLAIMER	ON BEHALF OF SERVICING DEALER, I	DESCRIPTION	TOTALS
The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The Selle hereby expressly disclaims all warranties either express or implied, including any implied warranty o merchantability or fitness for a particular purpose Seller neither assumes nor authorizes any other person	S CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. BERVICES DESCRIBIO WERE PERFORMED AT NO CHARGE TO	LABOR AMOUNT	
hereby expressly disclaims all warranties either express	OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR	GAS, OIL LUBE	
or implied, including any implied warranty o	A HEPLACED UNDER THIS CLAIM MAD BEEN CONNECTED IN ANY WAY WITH ANY	SUBLET AMOUNT	
Seller neither assumes nor authorizes any other person	ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR ALL YEAR THAN THE ACCE	MISC. CHARGES	
Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY	TOTAL CHARGES	
		SALES TAX	
CUSTOMER SIGNATURE	EDDWIDT TRAVER, OFFICA, MAKAY IN ON AUTHORIZED PERSON (BATY)	PLEASE PAY THIS AMOUNT	

# **CHEVROLET OF HELENA #146**

1002581	78452	HEVROLET OF HELENA #146 1501 CEDAR STREET
	ACCOUNTING	HELENA, MT 59601
		PHONE: (406) 442-9001 FAX: (406) 495-3076
HELENA. MT HOME US:	PAGE 3	144. (100) 100-0070
CELL		70105 KELLY HUBBERT
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	G1AK52F557	22830/22846
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C9741 BULLETIN 05-08-64-036B		n an
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	ING RIGHT ALIGN 70 1414	
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STATEMENT OF DISCLAIMER	ON BEHALF OF SERVICING DEALER, I HEREBY CORTIFY THAT THE INFORMATION	DESCRIPTION
The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The Seller	CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO	LABOR AMOUNT
hereby expressly disclaims all warranties either express	OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR	GAS, OIL LUBE
merchantability or fitness for a particular purpose.	CONNECTED UNDRA THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE.	SUBLET AMOUNT
STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	AVAILABLE FOR (1) YEAR PROM THE DATE OF PAYMENT NOTIFICATION AT THE BERVICING DEALER FOR INSPECTION BY	TOTAL CHARGES
Of this item/items.		SALES TAX
CALINER SIGNATORS	EMONSOL DRALER, GENERAL SERVICES OF AUTHORIZED PRANCE IDATE:	PLEASE PAY THIS AMOUNT
	<u>,                                     </u>	

1002581	78452	CHEVROLET OF H	
	ACCOUNTING	HELENA, MT PHONE: (406) 4	59601
HELENA, MT HOME: BUS:	PAGE 4	FAX: (406) 49	
CBLL:		R: 70105 KELLY HUBB	
BLACK 05 CHEVROLET COBA			/22846
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	OPTIONS: STK: 57609136	1)ILIFE LSSP270633	
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STATEMENT OF DISCLAIMER The factory warranty constitutes all of the with respect to the sale of this item\items hereby expressly disclaims all warranties ei or implied, including any implied w merchantability or fitness for a particul Seller neither assumes nor authorizes any o to assume for it any liability in connection w of this item/items.	5. The Seller WHER THERE WAS NO INDICATION		0.00
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CUSTOMER SIGNATURE

#### CHEVROLET OF HELENA #146 1002581 76815 1501 CEDAR STREET HELENA, MT 59601 ACCOUNTING PHONE: (406) 442-9001 FAX: (406) 495-3076 HELENA, MT PAGE 1 BUS: SERVICE ADVISOR: 78017 ED MCDONALD COLUR YEAH MAKE/MODEL VIN LICENSE MILEAGE IN/ OUT TAG 05 CHEVROLET COBALT 1G1AK52F557 19752/19752 DELIDATE PROD DATE WARR EXP. PROMISED PO NO. RATE PAYMENT INM. DATE 10MAY05 IS 18:00 18FEB06 CASH 0.00 20FEB06 R.O. OPENED OPTIONS: STK: 57609136 1) ILIFE LSSP270633 READY 08:33 18FEB06 15:41 20FEB06 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL 2.000015910010153588551942491545589101015151910888101515191312891015151018151523058251525594946881515168821515 1/2 WILL GET LOW FUEL MESSAGE CAUSE: REPROGRAMMED BCM WITH UPDATE PROGRAM IPC FOR FUEL GUAGE N4808 BODY CONTROL MODULE REPROGRAMMING WITH SPS 70101 WC4 0.58 0.60 1170 4242 42.42 42.42 42.42 FC: 3L PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: AV 0 0 TPARTS VERSION 1 (EMP# 78017,20FEB06 14:05): REPROGRAMMED PCM 4242 TTABOR B REAR WINDOWS LEAK AIR and a state of the 70101 ICM 0.00 D.00 0 0 0.00 0.00 VERSION 1 (EMP# 78017,20FEB06 14:05); ORDER PARTS C BRAKS GRAB WHEN APPLIND BRK BRAKE WORK BM BODY MISC. REPAIRS 70101 ICM 0.00 0.00 0 VERSION 1 (EMP# 78017,20FEB06 14:06): ORDER PART 0.00 0.00 E BOTH FRONT TIRES LOOSE AIR TIRE REPAIR TIRE 79080 CCM 0.00 0.00 0.00 0.00 VERSION 1 (EMP# 78017,20FEB06 14:08): LEFT FRONT TIRE HAD 90 PSI RIGHT FRONT TIRE HAD 80 PSI RESET TIRE PRESSURE VERSION 2 (EMP# 78017,20FEB06 14:11): LEFT FRONT TIRE HAD 90 PSI RIGHT FRONT TIRE HAD 80 PSI RESET TIRE PRESSURE TIRES WORN OUT F** INT LIFETIME LOF ILIEB INT LIFETIME LOF 79080ILIFE 0.00 0.30 270 450 4.50 4.50 70 450 ON BEHAUF OF SERVICING DEALER, I HERROY CERTIFY THAT THE INFORMATION CONTAINED HERRON IS ACCURATE UNLESS CONTAINED HERRON IS ACCURATE UNLESS CONTAINED HERRON IS ACCURATE UNLESS OTHERWISE SHOWN BERVICES DESCARED WERE PERFORMED AT NO CHARGE TO OWNER. THATA WAS NO INDICATION PROM THE APPEARANCE OF THE VEHICLE OR DTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THE CLAIM HAD BEEN ACCIDENT, INEQUIGENCE OR MESURY ACCIDENT, INEQUIGENCE ON MESTRONE DELET AUXILIABLE POR (1) YEAR FROM THE DATE SERVICING DEALER FOR INSPECTION AT MANUFACTURER'S REPRESENTATIVE. STATEMENT OF DISCLAIMER TOTALS DESCRIPTION The factory warranty constitutes all of the warranties LABOR AMOUNT with respect to the sale of this item\items. The Seller PARTS AMOUNT hereby expressly disclaims all warranties either express GAS, OIL LUBE or implied, including any implied warranty of merchantability or fitness for a particular purpose. SUBLET AMOUNT MISC. CHARGES Seller neither assumes nor authorizes any other person TOTAL CHARGES to assume for it any liability in connection with the sale of this item/items, SALES TAX

PLEASE PAY THIS AMOUNT

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	AC	COUNTING	HELENA, MT PHONE: (406) 4	·····
HELENA, MT	1	PAGE 2	FAX: (406) 49	
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			THIS AMOUNT	0.00

HELENA, MT       PHONE: (406) 442-9001         HOME:       BUS:         CELL:       BUS:         CELL:       SERVICE ADVISOR: 70083 DOUGLAS GILL         COLOR       YEAR         MAKE/MODEL       UN         BLACK       05         CHEVROLET       COBALT         IGIAR52F557       14128/14128         BLACK       05         CHEVROLET       COBALT         IGIAR52F557       14128/14128         DEL DATE       PROD DATE         MAKE/MODEL       UN         IMMEAGE M/ OUT       TA         BLACK       05         CHEVROLET       COBALT         IGIAR52F557       14128/14128         BLACK       05         CHEVROLET       COBALT         IGIAR52F557       14128/14128         IMMAYO5       IS         INT UPER DATE       OPTIONS:         STK:57609136       I) ILIFE LSSP270633         17:30       02NOV05       09:50         LINE       OPTIONS:       STK:57609136       I) ILIFE LSSP270633         17:30       02NOV05       09:50       030       4.50         INT       ILIFETIME LOF       771541LEFE	LI, 1
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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 Description of the warranties with respect to the sale of this item/items. The PARTS AMOUNT	
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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.	
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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.

(DATE)

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

 STATEMENT OF DISCLAIMER

 The factory warrantles with respect to

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 Selier hereby expressly disclaims all

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 in connection with the sale of this

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 Customer signature

 Customer signature

 PLEASE PAY

THIS AMOUNT

#### CHEVROLET OF HELENA 71093 1501 CEDAR STREET 1002581 CHEVROLET HELENA, MT 59601 CHEVBOLET ACCOUNTING PHONE: (406) 442-9001 FAX: (406) 442-6893 PAGE 1 HELENA. MT BUS: HOME : SERVICE ADVISOR: 70083 DOUGLAS GILL CELL: TAG LICENSE MILEAGE IN OUT VIN 283 COLOR MEARING MAKE/MODEL 10488/10493 1G1AK52F557 CHEVROLET COBALT 05 BLACK PAYMENT INV DATE PROD. DATE WARR EXP. PROMISED PO NO. RATE DELOATE CASH 09SEP05 0.00 18:00 03SEP05 10MAY05 IS 1) ILIFE LSSP270633 R.O. OPENED OPTIONS: STK: 57609136 15:10 09SEP05 08:14 03SEP05 LIST NET TOTAL COMP LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE A CUSTOMER STATES LEAK-DRIVERS SIDE-FRONT. CAUSE: RAISED UP TO INSPECT. C1081 WEATHERSTRIP FRONT DOOR OPENING LEFT ALIGN OR REPLACE 70114 WC4 0.20 0.20 370 1362 13.62 13.62 13.62 FC: 3A PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: 0 TPARTS Ö 370 1362 TLABOR VERSION 1 (EMP# 70105,03SEP05 12:22): NO WETNESS ANYWHERE. NO LEAK DETECTED CHECKED ALL FLUID LEVELS-ALL OK. COULD NOT VERLEY CUSTOMERS CONECRN. B TNT LIFETIME LOP ILIFE INT LIFETIME LOF 78109TLIFE 0.25 0.30 360 450 4.50 4.50 5.27 0.05 0.05 5 448 0 1 12579143 FILTER 5 5W30 5W30 OIL 735 1045 0 2.09 2.09 10.45 CUSTOMER STATES; WHEN PARK VEHICLE SHUT OFF BY ITSELF. С CAUSE; TEST DROVE. J9991 CUSTOMER CONCERN NOT DUPLICATED 70114 WC4 0.29 0.30 555 2043 20.43 20.43 20.43 FC: 9Z PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: PU 0 TPARTS 0 555 2043 TLABOR VERSION 1 (EMP# 70105,03SEP05 12:26): STARTED & STOPPED (PUT IN PARK) NUMEROUS TIMES. CHECKED BULLETINS-NO BULLETINS FOR THIS CONCERN . COULD NOT VERIFY CUSTOMERS CONCERN. D CUSTOMER STATES; WITH CRUISE ON-UNDER LOAD (UP HILL) RPM WENT WAY UP (7) CAUSE: TEST DROVE. STATEMENT OF DISCLAIMER TOTALS 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 MANUEACTUBER'S REPRESENTATIVE. DESCRIPTION The factory warranty constitutes all LABOR AMOUNT of the warranties with respect to the sale of this item/items. The PARTS AMOUNT Seller hareby expressly diactains all warranties either express or implied, including any implied warranty of GAS, OIL, LUBE SUBLET AMOUNT incluents any impleed warranty or merchantshifty or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to essume for it any lability in connection with the sele of this MISC. CHARGES TOTAL CHARGES MANUFACTURER'S REPRESENTATIVE. LESS INS/DED/DIS item/items. SALES TAX (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

			CHEVROLET	OF HELENA
1002581		71093	1501 CEDAI	
	1	ACCOUNTING	HEVROLET HELENA, M	
			PHONE: (406)	
HELENA, MT		PAGE 2	FAX: (406) 4	142-6893
HOME: BUS:	955		70083 DOUGLAS G	TT.T.
CELL: COLOR VEARI MAKE/MODEL	<u>əer</u>		LICENSE MILE	AGE IN OUT
	10131	K52F557	1049	8/10493
BLACK 05 CHEVROLET COBALT		PG NO	RATE PAYMENT	
18.0	0 03SEP05		0.00 CASH	09SEP05
10MAY05 IS   18:0	PTIONS: ST	K:57609136 1)]	LIFE LSSP270633	
08:14 03SEP05 15:10 09SEP05				
LINE OPCODE TECH TYPE A/HRS S/HR	S COST	SALE COMP	LIST NE	T TOTAL
R1245 SWITCH, CRUISE CONTRO OR REPLACE	l release	CLUTCH R&R		
70114 WC4 0.26 0.3	0 655	2043	2014	3 20.43
FC: 6D PART#: COUNT: 0 CLAIM TYPE:				
AUTH CODE:	an ar an indire ail da la status an		n en en mensen van en	
OL	O	0 TPARTS	5	
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VERSION 1 (EMP# 70105,03SEP05 12 COMPUTUR WILL NOT ALLOW ENGINE S	PEED TO E	XCEED 6300rpm	. TO DOWNSHIFT	
INTO 2nd, SPEED HAS TO BE LESS TH	IAN 62mph.	COULD NOT VER	RIFY CUSTOMERS	
CONCERN. E CUSTOMER STATES; PULL UP ON PAR	KING BRAK	e & had a abno	ORMAL	
NOISE-HAPPEND I TIME.				
H2880 CABLE, PARKING BRAKE				
70114 WC4 0.25 0.2 FC: 2N PART#: COUNT: D		1362	13.6	13.62
CLAIM TYPE:				
AUTH CODE : NF				
	ġ.	0 TPARTS	<b>5</b>	
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F CUSTOMER STATES HAS A LITTLE B SOUNDS LIKE THE FRONT EN	D IS FALL	ING OFF.		
CAUSE: TEST DROVE TO VERIFY				
J3202 SUPPORT, RADIATOR UPP 70114 WC4 0.22 0.2			13.6	2 13.62
FC: 2W PART#: COUNT: 0				
CLAIM TYPE: AUTH CODE:				
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY INFORMATION CONTAINED HEREON IS ACCURATE UNLESS O	THAT THE THE	ATEMENT OF DISCLAIMER factory warranty constitutes	ALL DESCRIPTION	TOTALS
SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO C OWNER. THERE WAS NO INDICATION FROM THE APPEARAN	HARGE TO the CE OF THE Salla	ne warranties with respect t sele of this item\items, The f hereby expressly disclaims :	to PARTS AMOUNT	
VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY ACCURENT, NEGLICENCE OR HIGHER DEPONDER CHIPPED	REPLACED warr WITH ANY inclu	anties ofther express or implie ding any implied warranty	GAS, OIL, LUBE	
NHORMATION CONTAINED HEREON IS ACCURATE UNIT SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO OWNER. THERE WAS NO INDICATION FROM THE APPEARAN VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPOR CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF NOTIFICATION AT THE SERVICING DEALER FOR INSPE MANUEACTUREPE'S REDESENTATIVE	PAYMENT partie	factory warranty constitutes he warranties with respect sale of this itemliterns. The r hereby expressly disclaims anties either express or implie ding any implied warranty instantibility or fitness for cular purpose. Selier neith mes nor authorizes any oth on to assume for it any lipplifi nection with the sale of th trams.	MISC. CHARGES	
MANUFACTURER'S REPRESENTATIVE.	perso in co	on to assume for it any liability nnection with the sale of th	TOTAL CHARGES	
			SALES TAX	
(Signed) Dealer, Géneral Manager or Authorized Person	(DATE) CU	STOMER SIGNATURE	PLEASE PAY THIS AMOUNT	

1002581			71093 CCOUNTING	CHEVROLES	<b>/ROLET C</b> 1501 CEDAR HELENA, MT HONE: (406)	59601 снеуволет
HELENA, MT HOME: BUS:		e de la	PAGE 3 VICE ADVISOR	I	FAX: (406) 44	42-6893
CELL:						SEIN/CUT
BLACK 05 CHEVROLET CO	BALT PROMIS		52F557 PO NO.	RATE		/10493
10MAY05 IS	18:00 03			0.00		09SEP05
FEADY		: STK	:57609136 1)	ILIFE LS	3SP270633	
08:14 03SEP05 15:10 09SEP0 LINE OPCODE TECH TYPE A/HRS		COST	SALE COME	<u> LIS</u>		TOTAL
VERSION 1 (EMP# 70105,03SEE CONCERN. N O T E: INSPECTED RADIATOR SUPPORT & BENT IT SUPPORT. VERSION 2 (EMP# 70105,03SEE CONCERN. N O T E: INSPECTED RADIATOR SUPPORT & BENT IT SUPPORT. PIX ARE AVALIELE F G** CUSTOMER STATES; R.F. DC CAUSE: MATERIAL IS COMMING C3348 TRIM ASSEMBLY, F R&R OF REPLACE 70114 WC4 0.44 1 15261866 F-PANEL FC: 3F PART#: 15261866 COUNT: 1 CLAIM TYPE: AUTH CODE: ON VERSION 1 (EMP# 70105,03SEE IALKED WITH CUSTOMER-WE M LIKE TO RIDE WITH CUSTOMER NOT HAVE TIME TO DUE THIS ASKED TO LOCK KEYS IN CAR NOT HERE BY CLOSIN G	FRONT END UP-RADIAT OS 12:41) FRONT END UP-RADIAT OR VEIWIN OR PANEL OFF DOOR RONT DOOR RONT DOOR O.30 OFF DOOR RONT DOOR O.30 OFF DOOR RONT DOOR O.30 OFF DOOR CERTIFY THAT T UNLESS OTHERWI	SOMET OR CAN CON CAN SOMET OR CAN B HAS MA PANEL RIGHT 555 9449 555 9449 555 9449 555 9449 555 : REPI U MAY YOU'R TISPIE UG OR AL. TH PARTME	D NOT VERIFY HING HAS HI D DOT VERIFY HING HAS HI D DOT VERIFY HING HAS HI D BE MOVED BY LTERIAL COMMUNICATION CONE PIECE 2043 13229 (1000) 13229 TPART 2043 TLABO ACED DOOR PA RECEIVE A SA RECEIVE A SA D' TO ALL QU KELLY. YOUR INT IS OPEN S TEMENT OF DISCLAIME actory warranty constitutes	XR.         X         CUSTOMI         Y         HAND.NI         X         CUSTOMI         Y         HAND.NI         X         HAND.NI         X         HAND.NI         ING OFF.         ING OFF.         X         HAND.NI         ING OFF.         ING OFF.         X         ING OFF.         ING OFF.         X         ING OFF.         X         ING OFF.         ING OFF.	DWER SED NEW SES DWER SED NEW 20.43 7 132.25 7 132.25 7 132.25 8 COMPLET PLEASE C CINESS 1 SE 3.	20.43 132.29 BY MAIL ELY CONTACT DUR #1 RVICE
VEHICLE OR OTHERWISE, THAT ANY PART REPA UNDER THIS CLAIM HAD BEEN CONNECTED IN A ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE NOTIFICATION AT THE SERVICING DEALER FO MANUFACTURER'S REPRESENTATIVE.	NY WAY WITH AI SUPPORTING TH DATE OF PAYMEI DR INSPECTION	NT partice BY assum person in cor item/it		ther MISC. CH	MOUNT ARGES ARGES DED/DIG	
USALER, GENERAL MANAGER OR AUTHORIZED	PERSON (DATE)		TOMÉR SIGNATURE	PLEASE I THIS AM		

CHEVROLET OF HELENA 1002581 71093 1501 CEDAR STREET OHEVROLET. HELENA, MT 59601 CHEVROLI ACCOUNTING PHONE: (406) 442-9001 FAX: (406) 442-6893 HELENA, MT PAGE 4 HOME BUS: CELL SERVICE ADVISOR: 70083 DOUGLAS GILL YEAR MAKE/MODEL COLOR VIN LICENSE MILLAGE IN OUT \$\$\$\$\$\$\$\$**?**23 TAG BLACK 05 CHEVROLET COBALT 1G1AK52F557 10488/10493 DEL DATE PROD. DATE WARR. EXP. PROMISED PD NO. RATE PAYMENT INV. DATE 10MAY05 IS 18:00 03SEP05 0.00 CASH 09SEP05 RO. OPENED READY OPTIONS: STK: 57609136 1) ILIFE LSSP270633 08:14 03SEP05 15:10 09SEP05 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL ACCOUNT SALE COST CONTROL ACCOUNT SALE COST CONTROL 10215 2775 450 360 5 448 1045 735 13229 9449 23444 1500 71099 COST, SALE, & COMP TOTALS 13767 24944 o. STATEMENT OF DISCLAIMER ON BEHALF OF SERVICING DEALER. I HEREBY CERTIEV. **TUA** 

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.	The factory warranty constitutes all of the warrantics with respect to the sale of this item\items. The Salar hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a perticular purpose. Seller neither settimes nor authorized any inability in connection with the sale of this tem/items.		0.00 0.00 0.00 0.00 0.00 0.00 0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)		PLEASE PAY	0.00

#### CHEVROLET OF HELENA 1002581 69311 1501 CEDAR STREET CHEVROLET, HELENA, MT 59601 CHEVILOLET ACCOUNTING PHONE: (406) 442-9001 FAX: (406) 442-6893 HELENA. MT PAGE 1 HOME : BUS: SERVICE ADVISOR: 70113 JAMIE HEGSTAD CELL: COLOR TEAH MAKE/MODEL LICENSE MILEAGE IN/ OUT SSS VINS TAG BLACK 05 CHEVROLET COBALT 1G1AK52F557 6480/6485 DEL DATE PO NO. PROD. DATE WARR EXP. PROMISED PAYMENT INV. DATE RATE 10MAY05 18:00 19JUL05 IS 0.00 CASH 20JUL05 R.O. OPENED READY OPTIONS: STK: 57609136 1) ILIFE LSSP270633 17:34 19JUL05 14:57 20JUL05 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET TOTAL A CUSOTMER STATES CK NO POWER STRERING CAUSE: NO POWER STEERING E9740 GEAR ASSEMBLY, POWER STEERING REPLACE 77154 WC4 0.66 0.60 900 3966 39.66 39.66 FC: 92 PART#: COUNT: 0 CLAIM TYPE: AUTH CODE: OJ 0 TPARTS 900 3966 TLABOR VERSION 1 (EMP# 70113, 20JUL05 14:02): ROAD TEST COULD NOT DUPLICATE CUSOTMERS CONCERN . CHECKED CONNECTIONS AT TORQUE SENSOR. FOUND CON NECTIONS TIGHT SCANNED COMPUTER NO CODES STORED NO PROBLEM FOUND B TOW IN CAUSEI TOW T2020 TOWING 9999 WC4 0.00 0.00 0 0 0 0 0.00 FC: 98 PART#: COUNT: 0 Claim Type: AUTH CODE: 0 0 TPARTS 0 TLABOR SUBL J AND D PO#11371 WC4 5000 5000 50.00 50.00 VERSION 1 (EMP# 70113,20JUL05 14:01) : HELENA TOW C CUSTOMER STATES CK CAR JERKS AS DRIVING CAUSE: CAR JERKS AS AXLES SUSPENSION 77154 ICM 0.00 0.00 0 0 0 0 0 0 0.00 VERSION 1 (EMP# 70113,20JUL05 14:03): ROAD TEST COULD NOT DUPLICATE CUSTOMERS CONCERN CNO PROBLEM FOUND D CUSTOM ERSTATES CK TRANS MAKES WHINING NOISE STATEMENT OF DISCLAIMER DESCRIPTION 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. ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE The fectory warranty constitutes all LABOR AMOUNT of the warranties with respect to the sale of this item\items. The Seller hereby expressly disclaims all PARTS AMOUNT GAS, OIL, LUBE warranties either express or implied, including any implied warranty of SUBLET AMOUNT merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other MISC. CHARGES TOTAL CHARGES person to assume for it any ilability in connection with the sale of this LESS INS/DED/DIS item/items. SALES TAX (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

						CHEVROLET	of Helena
		1002581		6933	11	1501 CEDA	
				ACCOU	INTING A	HEVEOLUT HELENA, N	
						PHONE: (406 FAX: (406)	
HELENA. MT				PAC	SE 2	FAX: (400)	442-0033
HOME : CELL :		BUS:		SERVICE	ADVISOR:	70113 JAMIE HEG	STAD
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						SATISFACTION IS YOUR BUSINESS! \$	
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ON BEHALF OF					766 0 T OF DISCLAIMER	2. March C. C. Zinner, and M. March M. H. March M. March 10, 104 (2010) 201	TOTALS
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ACCIDENT, NEGL CLAIM ARE AVAI	IGENCE OR	MISUSE. RECORDS	SUPPORTING THIS	merchantabilit; particular put	y or fitness for pose. Seller neith authorizes any oth ume for it any liabili with the sale of ti	BUBLET AMOUNT BUBLET AMOUNT MISC. CHARGES	0.00
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(SIGNED) DEALER	OCNEDAL MARK		DEDOOL (2	item/itemş.		SALES TAX	0.00
	SCHERAL MAN	AGER OR AUTHORIZED	PERŞON (DATE)	CUSTOMER :	SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

1002581		68963	1	ROLET O		26.67
	-			IONE: (406) 4		-
HELENA, MT		PAGE 1	F	AX: (406) 44	2-6893	
HOME: BUS: CELL:		VICE ADVISOR:			ERT	
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12:07 11JUL05 14:28 12JUL05						
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1 12579143 FILTER 5 5W30 5W30 OIL	735	775	1.90	1.55		
B CUSTOMER STATES; BRAKE SQUEEK &	GRAB-1 TI	IME FELT LIKE	IT DIDN	IT HAVE		231810182
CAUSE: CLEANED BRAKE DUST OFF CA	LIPERS & P	OTORS.			in here en norske sterre før I	81233338
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70110 WC4 0.23 0.2 FCi 1Y PART#: COUNT: 0	0 250	1322		13.22		
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AUTH CODE:						
	CONTRACTOR OF A	0 TPAR				
C CUSTOMER STATES; INTERMITTLY WI	250 LL NOT ST	1322 TLABO ART (NO TURN (		TME DID		
HEAR A CLICK				arramana architistik		******
CAUSE: COULD NOT VERIFY CUSTOMER N0120 CABLES, BATTERY POSIT	S CONCERN IVE BATTEI	RY CABLE				124223000
REPLACE					muniinii	
70110 WC4 0.20 0.2 FC: 92 PART#: COUNT: 0		1322		13.22	13.22	
CLAIM TYPE:						DODIORIO POCO Albandere Marca
PN						
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VERSION 1 (EMP# 70105,11JUL05 17	250 • 29 • • • • • • • • • • • • • • • • • •	1322 TLABO				10128333
GOOD(825cca) CHECKED CABLE'S-TIG	HT.					1000000 (C)20
D CUSTOMER STATES; PASS. DOOR FAN CAUSE: ORDER DOOR PANEL-FABRIC I			4ING LOOE	)B.		
EM BODY MISC. REPAIRS						
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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY INFORMATION CONTAINED HEREON IS ACCURATE UNLESS O SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO C	THAT THE 1	factory warranty constitute warrantias with respec		CRIPTION	1.1.1.4.4	
OWNER. THERE WAS NO INDICATION FROM THE APPEARAN		sale of this item\items.	The PARTS AN		· · · ·	<u> </u>
VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR	REPLACED warn	r hereby expressly discleim anties either express or imp ding any implied warranty	ied, GAS, OIL,			
ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPOR CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF NOTIFICATION AT THE SERVICING DEALER FOR INSPE MANUFACTURER'S REPRESENTATIVE.	PAYMENT pertie	hantability or fitness fo bular purpose. Seller no mes nor authorizes any o	ther MISC. CH	ARGES		
MANUFACTURER'S REPRESENTATIVE.		on to assume for it any list mnection with the sale of	this LESS INS/	and the second design of the second		
	item/	items.	SALES TA			
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE) CU	STGMER SIGNATURE	PLEASE F			

# CHEVROLET OF HELENA

		CHEVROLET OF HELENA
1002581	68963	1501 CEDAR STREET
	ACCOUNTING	WINDLAT HELENA, MT 59601 CHEVROLET
		PHONE: (406) 442-9001
		FAX: (406) 442-6893
HELENA. MT HOME: BUS:	PAGE 2	
CELL	SERVICE ADVISOR: 7	0105 KELLY HUBBERT
COLOR YEAR MAKE/MODEL	VIN	LICENSE MILEAGE IN/ OUT TAG
BLACK 05 CHEVROLET COBALT 1	G1AK52F557	5209/5211 T212
BLACK 05 CHEVROLET COBALT 1 DEL DATE PROD DATE WARH EXP. PROMISED		
LOMAYO5 IS 18:00 11JU R.O. OFFNED BEADY OPTIONS:		0.00 CASH 12JUL05
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12:07 11JUL05 14:28 12JUL05		
LINE OPCODE TECH TYPE A/HRS S/HRS CO E CUSTOMER START: WHEN SHUTTING OFF-SOU	ST SALE COMP	<u>LIST NET TOTAL</u>
CAUSE: VERIFIED CUSTOMER CONCERN.NOISE		
WINDING DOWN-NORMAL. (COMPARED	TO STOCK #51592275	
J3400 MOTOR AND/OR BLADE, ELECTRI		
RIGHT OR SINGLE REPLACE 70110 WC4 0.37 0.30 3	75 1983	19.83 19.83
FC: 92 PART#: COUNT: 0		
CLAIM TYPE:		
Auth Code: NZ		
	0 TPARTS	
3	75 1983 TLABOR	
F CUSTOMER STATES A/C INTERMITTENT CAUSE: COULD NOT VERIFY CUSTOMERS CONC		
D9995 CUSTOMER CONCERN NOT DUPLIC		
70110 WC4 0.26 0.20 2	50 1322	13.22 13.22
PC: 92 PART#: COUNT: 0		
CLAIM TYPE: AUTH CODE:		
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G CUSTOMER STATES WHEN BACKING OUT OF		drmat. Notse.
CAUSE: COULD NOT VERFIED CUSTOMERS CON	CERN.	
E4300 BEARING AND HUB ASSEMBLY, R	BAR WHEEL RIGHT	
REPLACE 70110 WC4 0.34 0130 3	75 1953	19 83 IQ 83
FC: 9Z PART#: COUNT: 0		
CLAIM TYPE:		
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H CUSTOMER STATES; INTERMITTLY-WARNING	STATEMENT OF DISCLAIMER	DESCRIPTION
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE	The factory warranty constitutes all of the warranties with respect to	
SHOWN SERVICES DESCRIBED WERE REPROPINED AT NO CHARGE TO	the edge of this item items The	PARTS AMOUNT
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 FORD VEHICLE OF THE DATE OF PAYMENT	Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither essumes nor authorizes any other	GAS, OIL, LUBE SUBLET AMOUNT
ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT	merchantability or fitness for a particular purpose. Seller neither	MISC. CHARGES
NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.	essumes nor authorizes any other person to assume for it any liability in connection with the sale of this	
	in connection with the sale of this item/items,	LESS INS/DED/DIS
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	SALES TAX PLEASE PAY
		THIS AMOUNT

		1	002581						68963 CCOUNTI	NG	CH	15 7 Н	501 CED IELENA,	AR S	59601	
HELENA, MT	•								PAGE 3				ONE: (40 XX: (406	-	42-9001 2-6893	
HOME: CELL: COLOR:			BUS : MAKE/MG	DEL				SER		VISOR:	70105 LICE	5 KE INSE			SRT EIN/OUT	TAG
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(SIGNED) DEALER,	GENERAL	MANAG	R OR AUTHOR	NZED PE	RSQN	(DATE)		CUST	OMER SIGNATU	RE	PLEAS THIS A				0.	

# CHEVROLET OF HELENA

66687

ACCOUNTING

PAGE 1

1501 CEDAR STREET

CHEVROLET HELENA, MT 59601 CHEVROLET PHONE: (406) 442-9001

FAX: (406) 442-6893

HOME :

BUS:

SERVICE ADVISOR: 70113 JAMIE HEGSTAD

COLOR YEAR MAKE/	M@D=0	achv		UCENSE	AMIE HEGSI MILEAG	EIN/OUT TAG
BLACK 05 CHEVROLE	T COBALT	1G1AK5	2F557			/7
DEL DATE PRODI DATE WARE	EXP	ED:	PG NO.	RATE	PAYMENT	INV DATE
IS	18:00 06			0.00	CASH	07MAY05
R.O. OPENED REA	OPTIONS	STK:	57609136			
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MISC DETAIL SUPPLIES PO#66687						
ICD		799	2700		27.00	27.00
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ON BEHALF OF SERVICING DEALER, I H INFORMATION CONTAINED HEREON IS ACC SHOWN. SERVICES DESCRIBED WERE PERI	CURATE UNLESS OTHERW	ISE of the v	varranty constitutes all varranties with respect to	LABOR AM	OUNT	0.00
OWNER. THERE WAS NO INDICATION FRO VEHICLE OR OTHERWISE, THAT ANY PAI UNDER THIS CLAIM HAD BEEN CONNECTION ACCOUNTS AND A DECEMBER OF A DECEMBER OF A DECEMBERT.	M THE APPEARANCE OF T RT REPAIRED OR REPLAC	HE Seller her ED warrantie	of this item\items. The aby expressly disclaims all a either express or implied,	GAS, OIL, I		0.00
			eny implied warranty of ability or fitness for a	SUBLET AN		0.00
CLAIM ARE AVAILABLE FOR (1) YEAR FR NOTIFICATION AT THE SERVICING DEA MANUFACTURER'S REPRESENTATIVE.	ALER FOR INSPECTION	person to	purpose. Sellar nather nor euthorizes any other assume for it any liability	TOTAL CHA		0.00
		in connec item/item	tion with the sale of this	LESS IN\$/D	ED/DIS	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUT	HORIZED PERSON (DATE)	CUSTON	MER SIGNATURE	SALES TAX	0.0.0	<u>    0.00                              </u>
···	·			THIS AMO		0.00

1002581	78452	CHEVROLET OF HELENA #146
	ACCOUNTING	1501 CEDAR STREET HELENA, MT 59601 PHONE: (406) 442-9001
HELENA, MT HOME: BUS:	PAGE 1	FAX: (406) 495-3076
CELL: COLONIA I GANT MAKE/MODEL		10105 KELLY HUBBERT
BLACK 05 CHEVROLET COBALT	1G1AK52F557	
DEL DATE PROD DATE WARE EXP. PROMISET	PO NO.	BATE PAYMENT INV. DATE
10MAY05 IS 18:00 08A R.O. OPENED READY OPTIONS:		0.00 CASH LOADROS
08:34 08APR06 14:46 10APR06	STK: 57609136 1)	ILIFE LSSP270633
LINE OPCODE TECH TODE A TODE O TRAD	OST SALE COMP	LIST NET TOTAL
A CUSTOMER STATES FUEL GAGE READS 1/4 LOW FUEL THEN BACK UP.	10 IL/ B WAINK- TEETEN	START GOES TO
CAUSE: COULD NOT VERTEY.GM IS COMMING	OUT WITH NEW SOF	TWARE-NOT AVABLE
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	Contractor on possible also de la contractor de biblio State (Contractor de Contractor de C	
DING	WHEN 36/38 DEGRE	ies & Dosenn
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	0 Q TPARTS 85 707 TLABOR	LENGERREERREERREERREERREERREERREERREER
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C CUSTOMER STATES HIGHWAY SPRED-STEADY	SPEED FERIS LIKE	IT SURGES. THEN
CAUSE: TEST DROVE TO MT. CITY @ A STRAI R1245 SWITCH, CRUISE CONTROL PRINT		ROL WAS SET)
OR REPLACE	i i fin de la company de la	
70114 WC4 0.23 0.20 37 FC: 9Z PART#: COUNT: 0 CLAIM TYPE:	70 1414	14.14 14.14
STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item\iteme. The Solidar	ON BEHALF OF SERVICING DEALER. I HEREBY CERTIFY THAT THE INFORMATION	DESCRIPTION
with respect to the sale of this item items. The Seller hereby expressly disclaims all warranties either express	CONTAINED HERMON IS ACCURATE UNLESS OTHERWIGE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHANGE TO OWNER THERE WAS NO UNDERTONED	PARTS AMOUNT
hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPARED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED	GAS, OIL LUBE SUBLET AMOUNT
Seller neither assumes nor authorizes any other person	ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE	MISC. CHARGES
	OF PAYMENT NOTFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S ASPRESENTATIVE.	
CUSTOMER SIGNATURE	(HANLEY DEALER DERIVAL MANAGER OF AUTRORISED STREOF "BATH	SALES TAX



### GENERAL MOTORS BUSINESS RESOURCE CENTER

### VIA FAX ONLY

6/07/06

David Krebs Chevrolet of Helena 1501 Cedar St Helena ,MT<u>59601</u>

Re: Siebel Request: 1-414335136 2005 Chevrolet Cobalt VIN # 1G1AK52F557

Dear Mr. David Krebs:

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

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

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

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

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

Sincerely,

Gracie Ross BRC Customer Relationship Specialist Ph# 866-790-5700 ext 21186 FAX# 866-485-4463

# FAX

TO: GRACIE ROSS

FROM: Susie Edick

FAX: 866-485-4463

DATE: 07-17-06

**RE: REQUEST 1-414335136** 

Gracie

I will be sending this fax in two parts. The first will be the documentation you request. The second will be the history of repair orders. Let me know if you need anything further.

Thanks,

SUSIE EDICK CHEVROLET OF HELENA OFFICE MANAGER 406-495-3030 FAX 406-449-6303

07/17/2009		4064426893					PAGE	02
Fax Se	91.401.	776/2008	3:28:12	PM PAGE	2/002	Fax Server	78	451
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_							_ 64	487
		GENERAL MO	TORS BUSIN	ESS RESOURCE C	ENTER			

VIA FAX ONLY

6/07/06

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Sincerely,

Gracie Ross BRC Customer Relationship Specialist Ph# 866-790-5700 ext 21186 FAX# 866-485-4463

07/17/2006 00:33 406442	26893		CHEVY OF HELENA	PAGE
RE	TAIL INSTALME	NT SALE CONTRA	CTARAS -	
		E FINANCE PLAN		
	aler Number 503	Contract Number		
Ruver (and Co.Russe) Marte end address (Include cou HELENA MT	nty and stp code)	Creditor (Sellar name CHEVROLET OF H 1501 CEDAR SF HELENA, MT 596	e and address) ELENA 01	
You, the Buyer (and Co-Buyer; if any), may buy, the vehicle under the agreements on the trant and back of this contra payment schedule shown below. We will figure the Finance	described below for act.: Your agree, to p. Charge on a daily be	cash or on-credit. By sign ay us, the Greditor, the usle	hing this contract, you choose to buy the vehicle on cradit Amount Financed and Finance Charge according to the	<del>,</del>
New or Used Year Make and Model		Identification No.	Primary Use for Which Purchased.	
NEW 2005 CHEV C 4D	1G1AK52F	557	XIII personal, family, or household Diagricultural	· .
Your trade-in is a: Year 1997 MakeDODGE		BIRAM		
FEDERAL TRUTH-IN-LENDING D	ISCLOSURES		insurance. You may buy the physical damage insurance this contract requires (see back) from:	
PERCENTAGE RATE The collar     Financed The dollar       The collar     The amount of amount the credit as a yearly rato.     The dollar       tradit as a yearly rato.     amount the credit will cost you or on your you,     the amount of you or on your behalf.       4.90     %     \$2763.55       Your Payment Sobedule Will Be:     Your Payments       of Payments     Amount		Total Sale Price. The total cost of your purchase on credit, including your downpayment of \$_3500_00 is \$_23712.56 Or as Follows	anyone you choose who is acceptable to us: You are not required to buy any other insurance to obtain credit. Your declaion to buy or not buy other insurance will not be a factor in the credit approval process. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions. Check the insurance you want and sign below;	
	5/24/2005		Optional Credit Insurance.	
Prepayment. If you pay off all your debt early, you will not	have to pay a penal	ty.	Credit Disability (Buyer Only)	
Security Interest. You are giving a security interest in the	vehicle being purchs	ased.	Credit Life \$	
Additional information: See this contract for more nonpayment, default, any required repayment in full before	information includia	ng Information about	Crodit Disability \$	
ITEMIZATION OF AMOUNT FINANCED		and shooring witerest.	(Insurance Company)	
1 Cash price (including any accessories, services, and taxe	es) . ; ·	5 20342 - 00 (1)	(Home Office Address )	
<u>- not trade-in \$ 1000.00</u> + cash \$	4H below) 11021-00 1500-00 000-00	s <u>3500.00 (2)</u> s 16842.00 (3)	Cradit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and cradit disability insurance will not be a factor in the credit approvel process. They will not be provided unless you sign and agree to pay the attra cost. Credit life insurance pays only the amount you would owe if	
4 Other charges including amounts paid to others on your t keep part of these amounts.): A Cost of optional credit insurance paid to the insur- company or companies.	ahalf (Seller may	- <u></u>	you paid all your payments on time. Credit disability insurance, does not cover any increase in your payment or in the number of payments. Coverage	
Disability     S     N/A     S     N/A     S     Other insurance paid to the insurance company	5 <u> </u>		Insurance ends on the original duo date for the last payment unless a different term for the insurance is shown below.	
Government taxes not included in cash price     Government taxes and/or registration fees     TTTT C/BEC and/or registration fees	s <u>N/A</u> s <u>N/A</u> s 8-00		Type of inaurance N/A Fremium S N\A	
F. Government cartificate of title fees [includes 5 security interest recording fee] 5 G. Other charges (Seller must identify who is paid and			(Insurance Company)	
describe purpose.) to for s MEALER for ADMIN FEE 4	M/A		(Home Office Address) I want the insurance checked above,	
toFESCs	449.00		x. <u>10 MAY 2005</u> Buyer Signature Date	
t <u>≤N/A</u> forN/As t⊴N/Atoray/As	N/A		X 10 MAY 2005 Co-Buyer Signature Date	
19NZA forsi/A \$	N/A	· · · · · · · · · · · · · · · · · · ·	ANY INSURANCE REFERRED TO IN THIS	
Total other charges and amounts paid to others on your be 5 Amount financed (3 + 4)		\$ 607.00 (4) \$ 17449.00 (5)	CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY	
DW THIS	t contains the entire		DAMAGE CAUSED TO OTHERS.	
iyer Sign:	a are ontang.	Co-Buyer Signs X	a and us relating to this contract. Any change to the	
any part o r example, we may extend the time for making some paymer e back for other important agreements.	#. We may delay or nts without extending	refrain from enforcing an the time for making othe	y of our rights under this contract without losing them. rs.	
Notice to the buyer. Do not sign this content				
Notice to the buyer. Do not sign this contrac You are entitled to an exact copy of the cont Under the law, you have the right to pay a nance charge.	off in advance	the full amount de	ue and to obtain a partial refund of the	
e Annual Percentage Rate may be negotiable receive a part of the finance charge.	le with the Self	er. The Seller may	assign this contract and retain its right	
bu agree to the terms of this contract. You	confirm that be	fore you signed th	is contract, we dave it to you sedware	

A co-buyer is a person who is responsible for paying the entire debt. An other owner is a normal to MAY 2005 w Buyer Signs X Co-Buyers and

VEHICLE INS	PECTION	REPORT	
Sales Rept	6	Data	1000/05
Yr: 72 Make: 2005 Model: Model:		Date:	
Miles: 12/5/9/4/8/ Over Mech. Limts:			
VIN#: UNMANTEN DARNA	m	/	
		Registration Ma	tch:
License: Tags Exp	piration: Month: 🚣	Year: Cana	idian Vehicle
Title/Reg. Info: (if applicable) Salvage: Reconstructed:			-
Book Type Used: Kelly: Nada: Other:			Check (Y or N)
Vehicle Description Minimum Prep & Detail	Estimated Recon		
	*****	Circle all applical	
Mechanical 52 LITER OF MAGANIA	\$ 250 22	Engine 4 6 8 10 Diesel or Gas	Sun Roof Moon Roof
NEERS SCRUCIULE		Trans 4 5 6 Auto	Roof Rack
		4x2 $4x4$ AWD	Privacy Glass
		Reg-Cab X-Cab Crew-Cab Short-Bed Long-Bed	Stepside
		7 8 12 15 passenger	Running Boards
Body	S	Air Conditioning,	Shell/Cap
We reactly the Craft mount was a ready		Rear A/C 2nd Sliding Door	Hard Tonneau Bad Lines
nya kataly na katalyana katalonya Lain	· ··	Power Steering	Bed Liner Custom Rear Bumper
		Power Windows	Grill Guard
		Power Locks Power Lift Gate	Winch
Interior ージッシュントック いちりょうパレー いたのうエー	<b>- 5</b>	And a strength of the strength	Tow Package
سیام را همه که زیری از این از ۲۰۰۰ در این بیم ۲۰۰۱ میشند. از میشود از ۲۰۰۱ از ۲۰۰۱ میشود از این از ۲۰۰۱ میشود ا 	- [	Speed Control	Two Tone Paint>
<b>9</b>	ľ	CD Player	Alloy Wheels
		CD Changer	Premium Wheels Wide Tires
Comments		Premium Sound	Off Road Tires>
in the second	· .	Dual Air Bags	Dual Rear Wheels
		Side Air Bags 4 Wheel ABS	Anti Theft Device Spoile <del>,</del>
Extra Keys Yes No Extra Fobs Yes No		Leather	Navigation System
Tires LF%	\$ 3 Y - > -	Power Seat	DVD/Video System
LF% RF% LR% RR% SP% Spare Tire Yes No		Dual Power Seat Conversion Package	Other
Wear Notations: Jack & Tools Included:	Yes No	Quad Scats / 3rd Seat	Other
Windshield Back Glass Side Glass	\$	Base Wholesale Book	
		Miles Add / Deduct	
Total Estimated Reconditioning Cost	<b>S</b>	Total Wholesale Book	
	<u>1450.</u> 0	423	
	1ake	Model: /	1
Desk Mgr. $\underline{\mathcal{V}}(\mathcal{UGV})$ Appraiser: $\underline{\mathcal{N}}$	· · · · · · · · · · · · · · · · · · ·	Date Appraised:	
Buy Bid (Y/N): Who From: Phone:		mount: Go	
9050 1400 98		11125	1,904
Wholesale Book Recon	ACV	Retail Book	Retail Price

Inspection Report Revised May 2004 BG

LIT-33 (5/04) Reynolds and Reynolds

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

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vehi	ICLE BUYER'		ESMAN #1 WURTELE , ESMAN #2 FERRITER	
THE FRONT AND BACK OF THIS ORD				
DATE OF ORDER: 10 MAY 2005	DEAL #	2811	DELIVERY DATE:	10 MAY 05
Purchaser 1002581		Seller		
Co-Purchaser		CHEVROLET ( 1501 CEDAR		
Address		HELENA, MT	59601	
City, County, St., Zip HELENA LEWIS AND CLARK Phone # H-	MI	4064429001	35001	
I, hereby order from you, subject to all terms, con	diffons and agreements conta	ited berein, and the ADDITIONAL	CONDITIONS printed on the reve	rea dida
		le Identification Number	Lic, No, New/L	
7609136 2005 CHEVROLET COBALT	BLACK 16	11AK52F557	NE	-
WOOTSO ZOOS CHEVROEET COBAET	DESCRIPTION OF			M 7
Stock # Year Make & Model (		le Identification Number	Lic. No.	No. Cyls.
6263 1997 DODGE RAM	GREEN 1B	7HF13Y8VJ	HI-POLE	8
		le Identification Number	Lie, No.	No. Cyls.
N/A				
IN / A		INFORMATION ON THE PROPOSI	VOVERRIDES ANY CONTRARY PROVISIO	
CASH PRICE AS EQUIPPED BEFORE REBATE:	\$ 20342.00	NOTICE TO PURCH		IS TO BE A RETAIL INSTALL
REBATE ASSIGNED TO DEALER:	\$ 1000.00	MENT SALE, THEN THIS ORDE.	R IS NOT A BINDING CONTRACT	
NET CUSTOMER PRICE:	\$ 19342.00		SELL UNTIL APPROVAL OF THE	
I. CASH PRICE BEFORE REBATE:	s 20342.00	BANK OR FINANCE COMPANY	WILLING TO FURCHASE A REA	WIL INSTALLMENT CONTRAC
2. DOWN PAYMENT Consisting of	<b>v</b>	BETWEEN THE PARTIES HERE	TO BASED ON SUCH TERMS. IF	THIS APPROVAL IS OBTAINED
A. CASH FROM CUSTOMER \$ 1500.00		NOWEVER, THIS ORDER IS A B	INDING CONTRACT. IF THE PURC	HASER IS OBTAINING HIS OW
B. MANUFACTURES REBATE \$ 1000.00	2a. INCLUDES	FINANCING, THIS ORDER 15 A	BINDING CONTRACT AS IT IS W	RITTEN. IF PURCHASER HA
C. TRADE-IN(S)	A \$ <u>0</u>	RECEIVED A COPY OF A	RETAIL INSTALLMENT CONTI	ACT AS A PART OF THE
- TRADE-IN(S) ALLOWANCE \$12021.00	DOWN PAYMENT	TRANSACTION, IT SHALL NO	T BE BINDING TO THE DEALE	R UNTIL ACCEPTED BY TH
- BALANCE OWED ON TRADE-IN(S) \$11021.00		BANK OR FINANCE COMPAN	Y TO WHICH IT WILL BE ASSIG	NED.
- NET TRADE-IN(S) ALLOWANCE \$ 1000.00	SOLELY BY			
BALANCE OWING IS AN ESTIMATE UNTIL PAID BY DEALER. PUR-	PURCHASER		IS: THIS ORDER INCLU NO OTHER VERBAL AG	
CHASER ASSUMES ALL LIABILITY FOR IT'S ACCURACY. IF ESTIMATE IS TOO LOW PURCHASER MUST PAY THE ADDITIONAL BALANCE UMEDIA ATELY OR THIS ORDER MAY BE CANCELED BY DEALER AT ONCE. IF ESTIMATE IS TOO HIGH, THE EXCESS SHALL, BE AFFLIED TO ANY BAL-		BINDING; THAT THIS ( AGREEMENT; AND, AS	DRDER CANCELS AND SL OF THE DATE HEREOF, STATEMENT OF THE T	PERSEDES ANY PRION COMPRISES THE COM
ANCE OWING AGAINST VEHICLE.		MENT RELATING TO TH	E SUBJECT MATTERS CON	ERED HEREBY.
D. DEFERRED DOWN PAYMENT \$ N/A				
E. TOTAL DOWN PAYMENT	s 3500.00		ENT DOES NOT CONSTITU	
3. CASH BALANCE AS EQUIPPED:	\$ 16842.00		RATIONS. YOU ARE ENTITE	ED TO AN EXACT COPI
4. AFTERMARKET PRODUCTS PURCHASED: *	\$ 10042.00	OF THE ORDER YOU SIGN	· · · ·	
* FABRIC / VINYL / LEATHER PROTECTOR \$ N/A				
* EXTRA HEAVY DUTY UNDERCOAT \$ N/A			DWLEDGES: THEY HAVE R	
* PACKORGOOGOOC S N/A		PLETED COPY OF THIS ORDER CO	OMPRISING THE ENTIRE AGREEMEN	IT AFFECTING THIS PURCHASE.
\$ N/A				
* SECURITY SYSTEM \$ N/A			ASER: DO NOT SIGN TH	
* LIFETIME OIL EXECUTIVE \$ 449.00			NS ANY BLANK SPACES. Exce	
TOTAL AFTERMARKET PRODUCTS PURCHASED:	\$ 449.00		you after this contract is signed	
5. UNPAID BALANCE OF CASH PRICE:	s 17291.00		date of the first installment may	
6. OTHER CHARGES: Consisting of -	,		of the bank or finance company	
A. DEPT. OF MOTOR VEHICLES: Consisting of -			^t the bank or finance company n of the bank or Greene	
- TITLE TRANSFER \$ 8.00		on or worde the nume	of the bank or finance company	is known.
- LICENSE / REGISTRATION S N/A				
- TRIP PERMIT / VIN. INSPECTION \$ N/A		PURCHASER CERTIFI	ES THAT HE/SHE IS O	ELEGAL AGE
B. SALES / USE TAX \$ N/A			AMAL DEGAR 13 O	ELCAL AGE.
* 17/7				
C. TAX - LUXURY CAR \$ N/A		IT IS AGREED BETWEEN	The street over the F	IONTANA _{Law}

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* D. ADMINISTRATIVE FEE \$ N/A	1	
* F. CREDIT LIFE INSURANCE S N/A	-	INJURY AND PRO
* F. ACCIDENT & HEALTH INSURANCE \$ N/A	1	
* G. SERVICE CONTRACT PLAN \$ N/A	<b>1</b> .	NOTICE: ANY CONTROY ERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS
* H. MAINTENANCE PLAN \$ N/A		ORDER, OR BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE
* I. GAP INSURANCE \$ N/A	1	WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT
* J. DOCUMENTATION FEE \$ 150.00		UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT
* K. 5 N/A		HAVING JURISDICTION THEREOF.
* L- \$ N/A		
M. TOTAL OTHER CHARGES	\$ 158.00	SIGHT UNSEEN TRADE DISCLOSURE:
7. UNPAID BALANCE (Amount Financed):	\$ 17449.00	I/WE ACKNOWLEDGE THE DEALERSHIP HAS NOT SEEN MY/OUR
8. FINANCE CHARGE:	\$ 2763.56	TRADE-IN AND HAS BASED THE DOLLAR AMOUNT OF MY TRADE-IN
9. DEFERRED PAYMENT PRICE:	\$ 23712.56	ALLOWANCE ON MY/OUR DESCRIPTION OF THIS VEHICLE, I/WE
10. TOTAL OF PAYMENTS:	\$ 20212.56	UNDERSTAND AND AGREE THAT THIS IS SUBJECT TO AN ACTUAL
11. ANNUAL PERCENTAGE RATE:	4.90 %	APPRAISAL BY THE DEALERSHIP AND SHOULD THE ACTUAL CONDI- TION BE DIFFERENT THAN HAS BEEN DESCRIBED ON "UNSEEN
12. UNPAID BALANCE TO BE PAID AS FOLLOWS:		TRADE-IN CONDITION REPORT', THE DEALERSHIP RESERVES THE
72 MO. PAYMENTS OF \$280.73 BEGINNIN	G 06/24/2005	RIGHT TO ADJUST THE DOLLAR AMOUNT OF THE TRADE-IN ALLOW.
		ANCE.
		X
BAYABY B TOGMAC		
PAYABLE TO GMAC		x
13. Purchaser(s) agree that financing will be secured through	:	X ORDERED VEHICLE DESCRIPTION AND/OR SPECIAL TERMS.
	:	
13. Purchaser(s) agree that financing will be secured through GMAC 14. THE SELLER shall have a security interest in the pro-	nerty and is autho-	
<ol> <li>Purchaser(s) agree that financing will be secured through GMAC</li> <li>THE SELLER shall have a security interest in the pro- rized by purchaser to appear as level owner on the title until</li> </ol>	perty and is autho-	
<ul> <li>13. Purchaser(s) agree that financing will be secured through GMAC</li> <li>14. THE SELLER shall have a security interest in the provided by purchaser to appear as legal owner on the title until is paid in full. Should the unpaid balance be considered purchaser(S) WILL BE CHARGED INTEREST AT THE AT</li> </ul>	perty and is autho- the unpaid balance ast duc, THE PUR- NUIAL PROCENT.	
<ul> <li>13. Purchaser(s) agree that financing will be secured through GMAC</li> <li>14. THE SELLER shall have a security interest in the protized by purchaser to appear as legal owner on the title until is paid in full. Should the unpaid balance be considered pa CHASER(S) WILL BE CHARGED INTEREST AT THE AT AGE RATE OF 18%, AND SELLER WILL HAVE REPOSSESS THE VEHICLE.</li> </ul>	perty and is autho- the unpaid balance ast duc, THE PUR- NNUAL PERCENT- THE RIGHT TO	ORDERED VEHICLE DESCRIPTION AND/OR SPECIAL TERMS.
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### INITIAL PRIVACY NOTICE

In connection with your transaction, Lithia Automotive Group and affiliates may obtain nonpublic personal information about you and that information is handled as stated in this notice.

- 1. We collect personal nonpublic information about you from the following sources:
  - Information we receive from you on applications or other similar forms;
  - Information about your transactions with us, our affiliates or others; and,
  - Information we receive from a consumer-reporting agency.
- 2. Please be aware that it is our policy to disclose the above nonpublic personal information to **only** those companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements.
- 3. We do not disclose any nonpublic personal information about you to anyone except as permitted by law.
- 4. Further, we restrict access to your nonpublic personal information to **only** those employees who need to know that information to provide products or services to you. Employees cannot use your information for any other purpose. For your safety, we maintain physical, electronic, and procedural safeguards that comply with federal regulations to further guard your nonpublic personal information.

CUSTOMER ACKNOWLEDGEMENT: The undersigned customer(s) acknowledge that they received a copy of this notice on the date indicated below.

Sustainer maine (printed)

Customer Signature

Co-Customer Name (printed)

Co-Customer Signature

Date

	4426893	_ <u>CH</u> EVY OF HELENA	PAGE 09
LSSP 270633			LITHIA SERVICE PLAN
	MATION/COVERED	VEHICLE/SELLING DEALER	
STREET ADDRESS			
		CITY, STATE, AND ZIP CODE HELENA	TH A
YEAR. MAKE, AND MODEL OF VEHICLE 2005 CH			
VEHICLE 6ALE/LEASE DATE U5/10/2005	EVROLET COBALT	CURRENT MILEAGE	F557
NAME OF SELLING DEALER CHEVRULET OF HELENA		7 CEDAR ST HELENA	, MT 59601
TELEPHONE NUMBER OF SELLING DEALER	DEALER AUTHORIZE		MURRY, MICHAEL
		LIENHOLDER'S OR LESSOR'S ADDRESS	CKEYSVIL MD 21030
		N THE FRONT AND REVERSE SIDE OF THIS AGREEM	NT.
ST, Every 3 more t	ctive so long as custom hicle is sold or ownershi		TIVE es (with no limit per
This plan is effect termination date	ctive so long as custom hicle is sold or ownershi <u>CHECK SERV</u> ANDARD onths or 3,000 miles, han four times endar year. LEASE ctive for the term of the e set forth above, <u>CHECK SERV</u>	er owns the covered vehicle. This p is transferred. (ICE INTERVAL COVERAGE EXECU	i <b>TIVE</b> es (with no limit per )
3 This plan is effect termination date ST/ Every 3 mo termination date ST/ Every 3 mo not more the in any cale "See back of agreement	Crive so long as custom blicle is sold or ownershi <u>CHECK SERV</u> ANDARD onths or 3,000 miles, han four times endar year. <u>LEASE</u> ctive for the term of the set forth above. <u>CHECK SERV</u> ANDARD onths or 3,000 miles, han four times indar year. entities performe	er owns the covered vehicle. This p is transferred. /ICE INTERVAL COVERAGE Every 3,000 mil calendar year SERVICE PLAN vehicle lease. This agreement ex ICE INTERVAL COVERAGE Every 3,000 mile calendar year) of on leased vehicles only. 15,000 miles from ve	TIVE es (with no limit per pires on the lease TIVE es (with no limit per ihicle lease date,*
3 This plan is effect termination date ST/ D Every 3 mo termination date ST/ D Every 3 mo not more th in any cale "See back of agreement "See back of agreement "See back of agreement	Crive so long as custom blicle is sold or ownershi <u>CHECK SERV</u> ANDARD onths or 3,000 miles, han four times endar year. <u>LEASE</u> ctive for the term of the set forth above. <u>CHECK SERV</u> ANDARD onths or 3,000 miles, han four times indar year. entities performe	er owns the covered vehicle. This p is transferred. /ICE INTERVAL COVERAGE Every 3,000 mil calendar year SERVICE PLAN vehicle lease. This agreement ex ICE INTERVAL COVERAGE Every 3,000 mile calendar year) of on leased vehicles only. 15,000 miles from ve	TIVE es (with no limit per pires on the lease TIVE es (with no limit per ihicle lease date,*

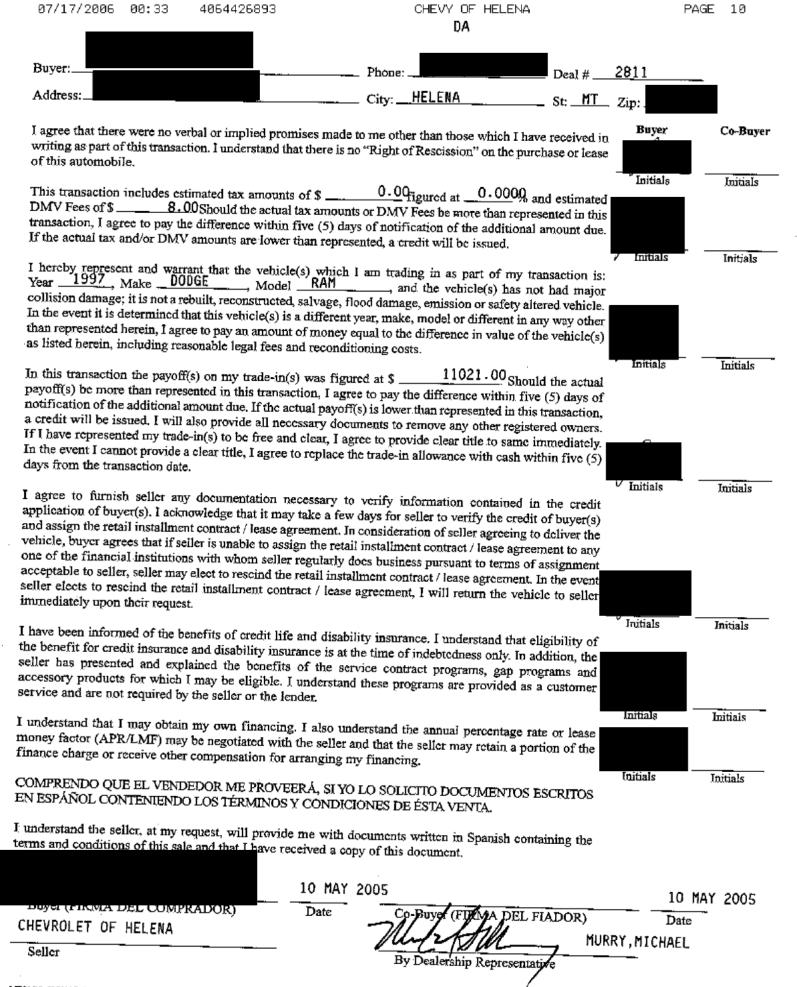
THIS AGREEMENT IS NOT AN INSURANCE POLICY.

ALL OBLIGATIONS AND LIABILITIES FOR SERVICES COVERED BY THIS AGREEMENT ARE THOSE OF THE ADMINISTRATOR. THE SERVICES COVERED BY THIS AGREEMENT ARE PROVIDED ONLY BY AND AT THE LOCATION OF THE SELLING DEALER.

LITHIA SERVICE PLAN ADMINISTERED BY: FIRST EXTENDED SERVICE CORPORATION P.O. BOX 130745, DALLAS, TEXAS 75313-0745

NEW AND PRE-OWNED VEHICLES (10/98) LSSP

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07/17/2006 Weu	00:33	4064426893	CHEV	VY OF HELENA	PAGE 11
	THI	Λ <u>Ψ</u>	e-Owe / Access	ory Invoice	
Deal # ⁸¹¹		Stock #760913	6 E-mail addre	ss	Date
Name_			Custo	mei	X New Used
Address			Year ⁰⁵	Make	Model Model
City <u>HE</u>	LENA		State ^{MT} Zip	<b>Vin</b> # 161AK52F5	
Home Pho	one		Vork Phone	Lifetime Oil	EXECUTIVE
Sales Repr	resentativ	URTELE, BRODIE	Fi	nance Manager ^{MURRY} , MI	CHAEL

The customer has agreed to purchase the following vehicle accessories and / or additional products in conjunction with the vehicle purchase. The customer understands that the following amounts will be included in the total purchase price of the vehicle. The customer further understands that they are not required to purchase these products by the lending institution or by the dealership.

Vehicle Preservation Products         Paint Sealant         Fabric Protector         Vinyl / Leather Protector         Heavy Duty Undercoating	\$	N/A
Security System / Misc Alarm System # Glass Etch 3M / Clear Bra	\$	N/A
	s	N/A
GAS CARD	\$	500.00

I agree that there were no verbal or implied promises made to me other than that which I have received in writing as part of this transaction. I hereby understand that all accessories and / or additional products must be installed within (30) THIRTY days from the date of purchase.

For an appointment call our Service Department:

### Appointment:

4064429001

Date	
------	--

Time _____

Co-Buyer

Buyer	_
_ Mil	
Manager's Signature	—

GM Completely Satisfied New Vehicle Delivery System	Vehicle Identification Number
	Delivery Date: 5/10/05
Pre-Delivery Check (Sales consultant performs these checks prior to delivery date/customer art	
I reviewed the completed GM Pre-Delivery Inspection form, verified that the correct Registration installed, prepared the Dealer Disclosure of Non-GM Products Used form, inspected the appearance, and confirmed that all financial paperwork is in order (e.g., title/registration been driven on road test and battery is fully charged. Completed (initial)	e body and paint surfaces for fit and
Consultation at Delivery	
<ul> <li>Present all glovebox material including the Owner Manual, Maintenance Schedule, Warr literature, if equipped. Emphasize the importance that the customer reviews the materia</li> <li>Review Roadside Assistance and Courtesy Transportation procedures.</li> <li>Provide state-required Lemon Law information, if applicable.</li> </ul>	anty information, XM Radio and OnStar I.
Explain the importance of regularly scheduled maintenance and the GM Oil Life System	(as equipped).
<ul> <li>Remind customer that, in order to better serve them, they will be receiving the Purchase If applicable, the Service Satisfaction Survey from GM.</li> <li>Advise the customer of a potential follow-up call to ensure that they are completely</li> </ul>	e and Delivery Satisfaction Survey and,
ehicle Presentation with Customer	
Review body and paint to make sure they are clean and damage-free.	
<ul> <li>Review exterior items, including:</li> <li>Location of hood latch, prop rod and trunk release, if applicable (Section 5)</li> <li>Location and checking procedure for all fluids (oil levels, etc.) (Section 5)</li> <li>Fuel filler door and cap operation (Section 5)</li> <li>Spare tire removal and jack location (Section 5)</li> <li>Remote Keyless Entry and Remote Start operation, if equipped (Section 2)</li> </ul>	
Review interior to make sure it is clean and damage-free.	
Review and demonstrate all vehicle features and controls using the Owner Manual and "u or other supplemental feature information. Customer understanding of the described feat the vehicle.	tures is key to their satisfaction with
<ul> <li>Reset Average Fuel Economy on Driver Information Center (DIC), if equipped. (Section Help the customer set personalized, programmable and memory functions, including I Seat, steering wheel, mirror, and power adjustable pedal positioning, if equipped. (S Climate Control system: automatic, dual zone, and recirculation functions; heated/co Audio/Infotainment systems: clock, radio, RDS, XM, CD, DVD, MP3 and Navigation f Safety features, safety belts, child restraints and LATCH system. (Section 1) Inform customer of OnStar benefits and operation, if equipped. (Section 2)</li> <li>Offer orientation drive, or recommend that customer drive the vehicle for sufficient familiari</li> </ul>	HomeLink, if equipped. (Sections 2 & 3) ections 1 & 2) oled seats, if equipped. (Section 3) functions, as equipped. (Section 3)
cylce Introduction and Orientation	
<ul> <li>Introduce the customer to Service Department personnel and familiarize the customer with Present dealership service benefits (e.g., hours of operation, shuttles, early bird drop technicians)</li> <li>Discuss convenience and competitive pricing for regular maintenance items (e.g., wiper Suggest a follow-up visit (e.g., courtesy inspection or New Owner Clinic)</li> <li>First follow-up visit scheduled for:</li></ul>	-off, after hours pickup, factory-trained
tomer's signature $Date$ $Date$ $Date$ $Date$ $Date$ $Date$	Mutte 05-10-05

Printed in USA

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File with customer sales folder

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Reynolds and Reynolds ORDER TOLL FREE: 1-800-344-0890 FAX: 1-500-531-2055
2811 WD " <u>AS IS</u> " DEALER WARRANTY DISCLAIMER
Purchaser
Name
Address
City HELENA State MT
DESCRIPTION
ODOMETER READING ON DATE OF SALE MILES.
Year 05 MakeCHEV Model COBALT
VI.N. 1G1AK52F557 Vehicle 10 MAY 05 Purchase Date 10 MAY 96
THIS VEHICLE SOLD WITHOUT WARRANTY: "AS IS"
ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, <u>NOT</u> DEALER'S, AND ONLY SUCH MANUFAC- TURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY 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 ON ALL GOODS AND SERVICES SOLD BY DEALER.
PURCHASER AGREES THAT HE OR SHE HAS READ THE WARRANTY DISCLAIMER AND FULLY UNDERSTANDS THAT THE VEHICLE IS PURCHAS- ED WITHOUT WARRANTY
Purchaser's Signature
Dealer's Signature
(or authorized representative) Dealership Address <u>1501 CEDAR ST</u> Phone
City HELENA, MT
FORM LW-76 (10-87) Copyright® The Reynolds and Reynolds Company 1993

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UNI A	CT Baynolds and Reynolds Units br	
	- Traditions and Kelanaria and St	<b>₽</b> ₽ [™]
UNALTERABLE CARBO	ONLESS PAPER - NO CARBO	
2811 000 ODOMETE	R DISCLOSURE STATEM	IENT
FEDERAL LAW (AND STATE LAW, IF A TRANSFER OF OWNERSHIP, FAILURE TO IN FINES AND/OR IMPRISONMENT.	APPLICABLE) REQUIRES THAT YO O COMPLETE OR PROVIDING A F	U STATE THE MILEAGE U ALSE STATEMENT MAY RES
I, CHEVROLET OF HEL	.ENA	<u> </u>
(TRANSFERO	R'S NAME - SELLER - PRINT)	STATE T
THE ODOMETER NOW READS	7 ODOMETER READING (NO TENTHS)	MILES AND TO
BEST OF MY KNOWLEDGE THAT I DESCRIBED BELOW, UNLESS ONE C	IT BEFLECTS THE ACTUAL A	
		NTS IS CHECKED.
(1) I HEREBY CERTIFY THA READING REFLECTS THE LIMITS.	AT TO THE BEST OF MY KNO E AMOUNT OF MILEAGE IN EX	WLEDGE THE ODOMET CESS OF ITS MECHANIC
AGE. WARNING - ODOME	T THE ODOMETER READING I TER DISCREPANCY.	IS NOT THE ACTUAL MI
	T THE ODOMETER READING I	
	TER DISCREPANCY.	
		BODY TYPE 4D DEALER STOCK NO.
		вору туре 4D
		BODY TYPE 4D DEALER STOCK NO.
MAKE CHEVROLET VEHICLE IDENTIFICATION NO. 1G1AK52F557	MODEL COBALŤ YEAR (PRINTED NAME)	вору туре 4D dealer Stock No. 57609136
MAKE CHEVROLET VEHICLE IDENTIFICATION NO. 1G1AK52F557 TRANSFERGE'S SIGNATURE (BUTTON) TRANSFERGE'S STREET ADDRESS (SELLER)	MODEL COBALŤ YEAR (PRINTED NAME)	BODY TYPE 4D DEALER STOCK NO.
TRANSPERIOR'S STREET ADDRESS (SELLER)	MODEL COBALŤ YEAR (PRINTED NAME)	ВОЛУ ТУРЕ 4D DEALER STOCK NO. 57609136 Т OF HELENA
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MAKE CHEVROLET VEHICLE IDENTIFICATION NO. 1G1AK52F557 TRANSFERGE'S STREET ADDRESS (SELLER) TRANSFERGE'S STREET ADDRESS (SELLER) 1501 CEDAR ST HELENA. MT DATE OF STATEMENT	MODEL COBALT YEAR (PRINTED NAME) CHEVROLE	ВОЛУ ТУРЕ 4D DEALER STOCK NO. 57609136 Т OF HELENA
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FAX COVER SHEET

une 7, 2006 DATE : mary TO: ill FROM: HU FAX # 406-442-6893 PHONE 406-442-9001 PAGES

**MESSAGE:** 

CHEVROLET OF HELENA 1501 CEDAR ST HELENA MT. 59601

America's Car & Truck Store

		1002581			68963		1501 CEDAR STREET					
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						PHONE: (406) 442-9001						
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DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

(SIGNED)

 
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 STATEMENT OF DISCLAIMER The factory warranties with respect to the sale of this itemitiems. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantebility or fitness for a periciculer purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.
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1501 CEDAR STREET HELENA, MT 59601

WARRANTY

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78452 1002581 1501 CEDAR STREET HELENA, MT 59601 WARRANTY PHONE: (406) 442-9001 FAX: (406) 495-3076 PAGE 2 HELENA, MT HOME : BUS: SERVICE ADVISOR: 70105 KELLY HUBBERT CELL: LICENSE MILEAGE IN/ OUT TAG VIN MAKE/MODEL COLOR YEAR 22830/22846 1G1AK52F557 05 CHEVROLET COBALT BLACK PAYMENT INV. DATE FO NO PROD DATE WARR EXP. PROMISED RATE DEL DATE 0.00 CASH 10APR06 18:00 08APR06 10MAY05 IS STK: 57609136 1) ILIFE LSSP270633 OPTIONS: R.O. OPENED BEÁDY 08:34 08APR06 14:46 10APR06 LIŚŤ NET TOTAL LINE OPCODE TECH TYPE HOURS AUTH CODE: PV 0 TPARTS 370 1414 TLABOR COULD NOT VERIFY CUSTOMERS CONCERN. SCAN CHECKED SYSTEM-NO CODES. CHECKED BULLETINS-NONE. D CUSTOMER STATES: WINDNOISE ON PASS SIDE. CAUSE: INSTALLED PASS. SIDE DRIP RAIL MOLDING. C1020 WEATHERSTRIP SIDE ROOF RAIL RIGHT ALIGN OF REPLACE 70114 WC4 0.20 1 15270424 F-WEATHERST FC: 28 PART#: 15270424 14.14 14,14 32.93 32.93 39.86 PART#: 15270424 COUNT: 1 CLAIM TYPE: ..... AUTH CODE: **N**3 rite -3293 TPARIS 2352 Ŵ 1414 TLABOR 370 E CUSTOMER STATES WINDHOISE FROM DRIVERS SEDEL CAUSE: INSTALLED DRIVERS SIDE DRIF RAIL MOLDING. C1021 WEATHERSTRIP SIDE ROOF RAIL LEPT ALIGN OR REPLACE 14.14 70114 WC4 0.20 0.11 0.44 4 11609417 RETAINER 0.14 1 15270425 F-WEATHERST 44.92 37.10 37.10 FC: 2E PART#: 15270425 COUNT: 5 CLAIM TYPE: AUTH CODE: B 3754 TPARTS N3 2682 STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The Seller hereby expressly disclaims all warranties either express or implied including end in the more than the press or implied including end in the comment of the comment of the comment or implied including end in the press or implied in the pres TOTALS DESCRIPTION LABOR AMOUNT PARTS AMOUNT GAS, OIL LUBE ог

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to assume for it any liability in connection with the sale	SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.		
Seller neither assumes nor authorizes any other person	AVALLABLE FOR (1) YEAR FROM THE DATE	TOTAL CHARGES	
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1002581 1501 CEDAR STREET HELENA, MT 59601 WARRANTY PHONE: (406) 442-9001 FAX: (406) 495-3076 PAGE 3 MT HELENA BUS: HOME : SERVICE ADVISOR: 70105 KELLY HUBBERT CELL: LICENSE MILLEAGE IN/ OUT TAG MAKE/MODEL 22830/22846 1G1AK52F557 CHEVROLET COBALT 05 BLACK PAYMENT INV. DATE PG NO. RATE PROD. DATE WARB. EXP. PROMISED DEL DATE 10APR06 18:00 08APR06 0.00 CASH 10MAY05 IS STK: 57609136 1) ILIFE LSSP270633 **OPTIONS:** READY R.O. OPENED 14:46 10APR06 08:34 08APR06 TOTAL NET LISTLINE OPCODE TECH TYPE HOURS IN UNITABLE AND A STATE CUSTOMER STATES: PASS DOOR UPHOSTRY COMMING LOOSE. F CAUSE: ADRESSED BULLETIN#05-08-64-036B C9741 BULLETIN 05-08-64-036B 14.14 10.09 14.14 70114 WC4 0.20 8.05 8.05 1 15876550 F-CUP FC; 93 PART#: 15876550 COUNT: 1 CLAIM TYPE: AUTH CODE: OUS LPARTS (F) MH 清楚漫画 1414 TLABOR Anderstorn für Statistick auch un Statistick auf die Statisticken und die Statisticken u 370 INSTALLED PASS. FRONT BOOR INSIDE GRAB HANDLE C UP PER BULLETIN H** CUSTOMER STATES; WINDNOISE FROM PASS, REAR DOOR. CAUSE: WEATHERSTRIP. ON PASS. REAR DOOR HAS LOW TENSION. AR U C1130 WEATHERSTRIP REAR DOOR OPENING RIGHT ALIGN en di ince OR REPLACE erela io XiAlAlA Xi WC4 0.20 14.14 14.14 O (1988) (R. H. Handar K. J. S. H. H. H. H. S. Hert & H. H. H. S. Het H. H. Handar, and a straight for the state of the straight for the strai 70114 44 e 41.13 41.13 1 15798473 WEATHERST And ST Association and a subsection of the section of .80 FC: 2E PART#: 15798473 COUNT : 1 CLAIM TYPE: AUTH CODE: N3 4113 TPARTS 2938 370 1414 TLABOR REPLACED WEATHERSTRIP ON PASS. REAR DOOR. I** CUSTOMER STATES: WINDNOISE FROM DRIVERS REAR DOOR. CAUSE: PASSENGER REAR DOOR DOES NOT LINE UP WITH BODY LINES-NOISE @ REAR CORNER. C1131 WEATHERSTRIP REAR DOOR OPENING LEFT ALIGN CITIST WEATHERSTRIP REAR DOOR OPENING LEFT ALTEN STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item\items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. DESCRIPTION TOTALS LABOR AMOUNT PARTS AMOUNT GAS, OIL LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES of this item/items. SALES TAX CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

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78452 1002581 1501 CEDAR STREET HELENA, MT 59601 WARRANTY PHONE: (406) 442-9001 FAX: (406) 495-3076 PAGE 4 HELENA. MT HOME : BUS: SERVICE ADVISOR: 70105 KELLY HUBBERT CELL: CONSECTION AGE IN COTE TAG VIN MAKE/MODEL COLOR YEAR 22830/22846 1G1AK52F557 CHEVROLET COBALT BLACK 05 RATE PAYMENT INV. DATE PO NO. PROD DATEL WARE EXP PROMISED DEL DATE 10APR06 CASH 18:00 08APR06 0.00 10MAY05 IS STK: 57609136 1) ILIFE LSSP270633 READY OPTIONS: R.O. OPENED 14:46 10APR06 08:34 08APR06 TOTAL LIST NET LINE OPCODE TECH TYPE HOURS 14.14 14.14 WC4 0.20 70114 49.80 41.13 41.13 1 15798473 WEATHERST FC: 2E PART#: 15798473 COUNT: 1 CLAIM TYPE: AUTH CODE: B NE 4113 TPARTS 2938 1414 TRABOR 370 All a start a s nangang serangan sa su nangang serangan sa su nangang serangan serangan serangan serangan serangan serangan serangan serangan serangan nangan serangan serang (#) NEEDS TO GO TO A BODY SHOP. YOU MAY RECEIVE A SATISPACTION SURVEY BY MAIL IF YOU'RE NOT ABLE TO ANSWER "COMPLETELY SATISFIED" TO ALL QUESTIONS, PREASE CONTACT DOUG OR KELLY. YOUR SATISFACTION IS OUR #1 l X chi GOAL, THANK YOU FOR YOUR BUSENESS! SERVICE DEPARTMENT IS OPEN SATURDAYS 46 All Black Constant States All Black Constant States Market Black Constant States 

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HELENA, MT 59601

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					WARRANTY CHEVROLET HELENA, MT 59601					
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June 17, 2006

General Motors Customer Service PO Box 33170 Detroit, Mi 48232-5170

To whom it may concern,

I worked at General Motors for twenty-one years and have always purchased General Motors vehicles. I am extremely upset about all the problems I have had with my 2005 Chevrolet Cobalt and nothing has been done to fix it. I have been told this is the characteristic of a Cobalt. This is not acceptable.

I purchased a 2005 Chevrolet Cobalt March 5, 2006. Within two weeks the button for the sunroof fell on the floor. I went back to the dealership, Dugan Chevrolet in Danville, In, They could not fix it and put it on with a screw. They said the button for the sunroof had to be redesigned and they would contact me when to bring it in for repairs. One year later nothing has been done.

May 2005 I was having trouble getting my key out of ignition and a noise in the steering column. This is a new car and it should not make any noise. The dealership repaired the problem with the key but could not fix the noise. I was told this was a characteristic of the Cobalt. When service can not figure out how to fix something, this is the excuse they use. The noise is getting worse and the car sounds like an old rattletrap. I was informed that the whole steering column had to be redesigned.

I called GM customer service and, customer service called the dealership. The dealership told her it was a characteristic of the Cobalt. I do not understand why it can not be repaired even if you need to replace it with one off of another car. Each time I take the car in I must drive 50 miles one way and with gas prices it is expensive to take the car in plus it is a hours drive each way.

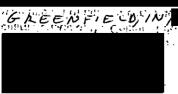
When you bring out a new car it should be tested completely, before you try to sell it to anyone. Now if these problems are a characteristic of a Cobalt then why have they had no other Cobalt to come back to their dealership.

I feel like they do not want to help me and do not care if I purchase another car from them.

I will give you until September 1st to rectify these problems or I will have to take further action. I would need to contact the Attorney General, television station, and my attorney. To contact me my home telephone number is the action of the action

Sincerely,

Cc: Rick Wagoner



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May 19, 2011

Greenfield, IN

Service Request: 1-415781365 Customer Relationship Specialist: Marion Lindsey

Dear

Thank you for your support of Chevrolet. As we agreed, the necessary paperwork has been completed and forwarded to General Motors Protection Plan (GMPP). The processing time will take approximately eight weeks. The Smart Care Plan for your 2005 Chevrolet Cobalt, Vehicle Identification Number 1G1AL52F357

- 24 months or 24,000 miles, whichever occurs first, beginning on August 1, 2006 and ending on August 1, 2008, and begins with 38,200 miles and ends with 62,200 odometer miles
- A \$0.00 deductible

You will be notified by GMPP once the plan has been processed. This letter will serve as your policy until the plan confirmation is received. Please contact your local GM Dealer if you have coverage questions. Your complete satisfaction is very important to us. We hope this transaction demonstrates our appreciation of you as a valued Chevrolet customer.

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

Thank you for allowing us the opportunity to assist you.

Sincerely,

Chevrolet Customer Assistance Center

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



Mailing Address: P.O. Box 347 Danville, IN 46122 Physical Address: 183 S. Co. Rd. 525 E Avon, IN 46123

Contact Numbers: Direct Line: (317) 718-7821 Phone: (317) 745-6444 ext. 321 Toll Free: 1-877-573-8426

FAX <u>To: Marion Lindsey</u> <u>From: Nolan Hays</u> <u>Phone #: 1-8/06-790-5700</u> X21259	Fax #: 1-8/05-27-8-17-79 Date: 717106 Pages: 17-
Re:	
Urgent For Review Plea	ase Comment
Comments: $CASE \pm 1-4157$	81365
Chevrolet Code: 25139 Pontiac Code: 09076 Tax ID#: 0019576	



Mailing Address: P.O. Box 347 Danville, IN 46122 Physical Address: 183 S. Co. Rd. 525 E Avon, IN 46123

Contact Numbers: Direct Line: (317) 718-7821 Phone: (317) 745-6444 ext. 321 Toll Free: 1-877-573-8426

FAX

TO: ANTHONY SIMONS	Fax #: 317-233 - 4393
From: Nolan Hays	Date: 7-5-06
Phone #:	Pages:
Re: FILE # 06-CP-56029	
Urgent For Review	Please Comment Please Reply
Comments: IF ANV QUESTIONS	OR IF FCAN BE OF
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Chevrolet Code: 25139 Pontiac Code: 090 Tax ID#: 0019	76 BAC Code: 112880 Plate #

### DUGAN CHEVROLET PONTIAC INC.

183 South County Road 525 faast Avon, IN 46123

July 5, 2006

FILE # 06-CP-56029

Dear Anthony Simons,

In regards to customer complaint of sunroof switch, vehicle originally was brought to us on 4/11/05 with the concern that the sunroof switch fell out. After inspecting it was determined that the switch and bezel, which holds the switch in, was broken and would not stay in place. A new part was not available at that time to make a permanent repair. We were advised by GM technical assistance to install a small trim screw to temporarily repair until a new design part was available. At that time we did advise customer of the temporary repair and that the new part would be ordered when available. Customer did bring vehicle back in on 6/27/05 to have a recall performed and a new switch installed. The correct switch still was not available at that time but the recall was performed. Customer was called at a later date by their advisor, Diane Waterman, to schedule an appointment to install the new switch. Customer told her at that time that it was too far to drive to just have a new switch installed. The next time we saw the customer was on 6/16/06. The vehicle then had 27,891 miles on it. Customer did not mention the sunroof switch at the time of write up, but did state that there was a rattle in the front end when hitting bumps. Also, that the ignition key would not come out of the ignition without wiggling the shifter. Also the customer needed a rental car, which was furnished at no change to them. The ignition problem was repaired, but the rattle in the front end could not immediately be identified and repaired. We notified GM technical assistance, which they suggested several different repairs that did not completely repair. At that time it was determined that the noise was coming from the column area. Gm then told us that there were some concerns with these columns and that they were being redesigned to eliminate noise concerns. Due to the fact that the column was in the process of being redesigned these parts were restricted from being ordered through the parts department. I then called the GM power train quality center, which is in charge of restricted parts. I discussed the case with them and was informed since the problem was with only a noise issue they would not release us a new column because the customer concern would probably return since the new part is still not available. We then explained the situation to the customer and assured them that the car was safe to drive but that this time we would be unable to repair the rattle. Customer was notably unhappy that we could not replace the column. We at that time apologized for their concern and stated we would repair the vehicle at no charge to them when the part would become available. Since we received your letter dated June 30, 06, which I received on July 5, 06, I have reviewed with parts and found that the sunroof switch is still available which I have ordered and expect to receive by July 7th. As far as the column is concerned, I called the power train quality center to get an update. The new column is still not available but since customer is threatening lawsuit, they will release an old design that can be installed, but since it is the old design part the noise may not go away at all or may return after driving for some miles. I did request that they ship me a column. They could not give me an exact shipping date but should not take more than a week. After the parts arrive we can then schedule an appointment to have the new parts installed. As far as the customer stating we do not care or do not want to repair their vehicle that is false. We do make our money by repairing vehicles and we are very concerned over our customer satisfaction index, but we cannot repair vehicles unless GM authorizes the repairs with their parts.

Thank you,

noluntur

Nolan W. Hays Service Manager



# **CONSUMER COMPLAINT FORM**

Office of the Indiana Attorney General

To prevent delay, please be sure to complete **both sides** of this form in full. Please print clearly or type. **D0 NOT** include your **Social Security Number** on this form or in any accompanying documents.

1. YOUR INFORMATION	2. WHO IS YOUR COMPLAINT AGAINST?
🖾 Mr. 🗆 Mrs. 💭 Miss 🗖 Ms. 🗖 Dr.	Name/Firm GENERAL MOTORS
Name	Address POBOX 33170
Addre	
City <u>CREENFIED</u> State IN	City <u>DETROIT</u> State <u>M</u>
ZIPCounty <u>ΗΑΝΕΘΕΚ</u>	ZIP <u> </u>
Phone Day	Phone ()
- حجر Evening	E-mail
E-mail	Person you dealt with
3. WHEN DID TRANSACTION/INCIDENT OCCUR?	Date Time RECEIVED
4. WHERE DID THE TRANSACTION/INCIDENT YOU ARE COMPLAI	NING ABOUT TAKE PLACE?
At the firm's place of business	□ By Mail
D My home	By Internet/e-mail ATTORNEY GENERAL OF INDIANA
<ul> <li>Away from the firm's place of business (work, convention, etc.)</li> <li>Other</li> </ul>	By telephone     CONSUMER PROTECTION
Other	
5. WHAT WAS THE VERY FIRST CONTACT BETWEEN YOU AND TH	E FIRM? (Check box when applicable)
I telephoned the firm	1 went to the firm's place of business
□ I responded to a TV/radio ad	I received a telephone call from the firm
<ul> <li>A person came to my home</li> <li>I received information by e-mail</li> </ul>	<ul> <li>I responded to an offer on the Internet</li> <li>I responded to a printed advertisement</li> </ul>
I received information in the mail	□ Other
6. DO YOU CONSENT TO DISCLOSING THE FOLLOWING TO THE PU	
The nature and status of your complaint and the name of the firm?	
7	Yes □ No
8. HOW DID YOU PAY? N/A UNDER WA	GRANTY
Cash Credit Card Medicaid	Private Insurance
Check 🗆 Installment Loan 🗆 Medicare	Other
9. DID YOU SIGN ANY WRITTEN AGREEMENT? IF YES, PLEASE AT	TACH A COPY OF THE AGREEMENT. D Yes X No
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6-06 STEERING COLUMN	· · · · · · · · · · · · · · · · · · ·		
11. WITH WHAT OTHER AGENCY HAVE YOU FILED THIS CON	MPLAINT?		
When? ONLY WITH GENERAL MOTORS	Action taken? NOTAINE		
12. HAVE YOU CONTACTED A PRIVATE ATTORNEY? NOT	- <u>Уе</u> т	□ Yes →	EZI No
13. HAVE YOU STARTED A COURT ACTION? IF YES, PLEASE AT	TACH A COPY OF ALL COURT PAPERS.	□ Yes	P3LNo
14. HAVE YOU BEEN SUED OVER THIS ISSUE? IF YES, PLEASE	ATTACH A COPY OF ALL COURT PAPERS.	🗆 Yes 🔀	KI No
15. PLEASE DESCRIBE YOUR COMPLAINT IN DETAIL (ATTAC	CH ADDITIONAL PAGES IF NECESSARY)		
Please attach a copy of all papers involved (order blank, warranty, credit care check, correspondence and all other related documents). Please print clearly	d receipt and statement, invoice, contract or written agreem v or type. DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER	ent, advertisement, R.	cancelled
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### **17. CONSENT AND CERTIFICATION**

I certify that the information in this complaint is true and accurate to the best of my knowledge. I consent to the release of any information to the Consumer Protection Division relating to this complaint. I understand that I should not include my Social Security Number in any information submitted to the Consumer Protection Division. If I do provide my Social Security Number, I expressly consent to the disclosure of my Social Security Number in accordance with Indiana Code § 4-1-10-5(2).

Your Signature

6-23-06

Date

### WHAT WILL HAPPEN NOW? WHAT ELSE SHOULD YOU DO?

The Consumer Protection Division will send a copy of your complaint to the respondent firm or licensed professional. This office cannot disclose your complaint against a licensed professional to the public unless this office files a disciplinary action against the licensed professional. This office represents the State of Indiana and is limited in the remedies it can pursue. You may be entitled to compensation or other rights that we cannot pursue for you. In addition to filing this complaint, you may want to consider contacting a private attorney or your local small claims court.

### MAIL COMPLETED FORMS TO:

Attorney General Steve Carter Consumer Protection Division Government Center South, 5th floor 302 West Washington Street Indianapolis, IN 46204 PH: 317-232-6330 • FAX: 317-233-4393 www.IndianaConsumer.com June 17, 2006

General Motors Customer Service PO Box 33170 Detroit, Mi 48232-5170

To whom it may concern,

I worked at General Motors for twenty-one years and have always purchased General Motors vehicles. I am extremely upset about all the problems I have had with my 2005 Chevrolet Cobalt and nothing has been done to fix it. I have been told this is the characteristic of a Cobalt. This is not acceptable.

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I feel like they do not want to help me and do not care if I purchase another car from them.

Greenfield, Indiana,

I will give you until September 1st to rectify these problems or I will have to take further action. I would need to contact the Attorney General, television station, and my attorney. To contact me my home telephone number is the action of the phone number of My name and address is

Sincercly,



Cc: Rick Wagoner

### STATE OF INDIANA ATTORNEY GENERAL

June 30, 2006

Dugan Chevrolet-Pontiae 183 South County Road 525 East Avon, IN 46123

Re: File No. 06-CP-56029

vs. Dugan Chevrolet-Pontiac

Dear Dugan Chevrolet-Pontiae:

Enclosed is a complaint received by the Consumer Protection Division. Indiana law requires the Division to investigate and mediate complaints. In order to effectively mediate this complaint we require your *written* response within ten (10) days. We cannot take your response by phone.

Please include the following information in your reply:

- 1. The file number shown above;
- 2. My name, Anthony Simons;
- 3. Your explanation of what happened;
- 4. A copy of all documents relating to the complaint; and
- 5. An explanation of what, if any, action you would be willing to take to resolve the dispute.
- Our experience shows that many disputes result from misunderstanding and poor communication. Your prompt reply is required for our investigation and the resolution of this complaint. You may mail it to the address shown below or fax it to my attention at (317) 233-4393.

Very truly yours,

thong Simons

Anthony Simons Consumer Mediator asimons@atg.state.in.us

Enclosure(s)



DIVISION OF CONSUMER PROTECTION

INDIANA GOVERNMENT CENTER SOUTH, FIFTH FLOOR 302 WEST WASHINGTON STREET + INDIANAPOLIS, IN 46204-2770 TELEPHONE (317) 232-6330 - (800) 382-5516



183 South Co. Rd 525 East Avon, IN 46123 (317) 745-6444 www.autobydugan.com

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J# 1 12CVZ02 CUSTOME/ AREA WH NOISE OF WAS NOIS FOUND NC REPLACEI CASE #89 WHEN WE PART ANI NEC TO V WE WILL OVER QN NQ 93 ES	920 1.8 OLH 1.5 AUTH 954499 TO DETERMINE C	TE S A RATTLE FROM T SE ADVISE E FROM LF STRUT M AINT NOISE AFFER FROM STEERING COL CORRECT CONDITIO REPLACE STEERING FOUND THAT GM IS UMN IN WHEN PARTS BECO R WARRANTY EVEN I "E" OK NOLAN W.	CH(S):9041 HE FRONT E MOUNT WHICH REPLACING UMN/SHAFT W CONTACTE COLUMN AN REDESIGNI ME AVAILAB F IT BECOM HASY DUE T	ND MOUNT AREA D TAC D NG LE ES 0	• • • • • • • • • • • • • • • • • • • •	WARRANTY	The Seller, DUGAN CHEN hereby expressly diactaim exprass or implied, includin merchantability or fitness for DUGAN CHEVROLET-PC assumes nor authorizes any for it any liability in connecti DATE: SIGNED: X	all warrantius, oitha g any implied warranty o a particular purpose, and INTIAC INC, noitha other person to assume on with the sale.
	WMBER 18964326 10394225	MOUNT 7.395 SHAFT KIT 6.526		TOTAL · F		WARRANTY WARRANTY 0.00		
	JO				TOTAL	0.00		
,								
J# 2 22CVZ02 CUSTOMEF PLEASE / GET THE FOUND SF	BODY ELECTRIC REPAIR STATES THAT THE IGN DVISE -CUSTOMER HAS KEY TO COME OUT UFTER BINDING NEC TO 225 .9 TO REPLACE COM	TE ITION KEY WILL NO TO WIGGLE THE FLO REPLACE SHIFTER A	CH(S):9041 T COME OUT OR SHIFTER	то		WARRANTY		
	5244165 (	CONTROL 4.004		TOTAL - P		WARRANTY 0.00		
JV0# 2 TUTALS		B# 2 JOURNAL PREI			ΓΟΤΛΙ	0.00		
JOB# 3 CHARGES				JUD# 2		0.00		
COURTEST	RENTAL CAR Y RENTAL VEHICLE NEW LOANER RENTAL VEHICLE	TE	CH(S):9119			WARRANTY		
COURTESY	904 NET AMOUNT \$148.0	00 COMMENTS: KLTD:	52605B					
COURTESY	904 NET AMOUNT \$148.	00 COMMENTS: KLTD	526058					



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"Where You Just Get Treated Better"

CUSTOMER NO. 45655	ΤΟΝΆΤΗΑΝ S	LYH	9056 TAU N	800	፟፟፟፟፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝፝	<u>"čvčš25951</u>
	LABOR HATE	LICENBE NO.	MILLAGE	27,891	VICTORY RED	°CCS128
	105/Chevrol	ET/COBALT/	SEDAN		03719705	DELIVERY MILES 10
GREENFIELD, IN	VEHICLE LO NO A I.	52F35	5 7		SULUNG DEALER NO.	PRODUCTION DATE
	F.T.C. NO.		P.O. NO.		፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟፟	REPRINT#
	COMMENTS		.l.		I	мо: 2790
IISC·····CUDE·····DESCRIPTION······			259513	INTERNAL	DISCLAIMER OF	WARRANTIES
LC LOANER CAR			259513		The Soller, DUGAN CHEV hereby expressly discialm	
00B# 3 TOTALS					express or implied, including merchantability or fitness for	a particular purpose.
JOB# 4 CHARGES	JOURNAL PREFIX	CVCS JOB# :	3 TOTAL	0.00	DUGAN CHEVROLET-PC assumes nor authorizes any for it any liability in connecti	other person to assu
					tor it any hability of connect	on with the sale.
ABOR # 4+11CVZ02 STAND BRAKE REPAIRS wided Operation (DONT @ 05/19/2006 12:20)	TECH(S	):9041		WARRANTY		
ADD ON REPAIR PER CUSTOME PHONE IN WHEN INDER LADD DAVING THEOR TO	N CUSTOMER STAT	ES THAT			DATE:	
ADD ON REPAIR PER CUSTOMER PHONE IN WHEN UNDER HARD BRAKING THERE IS A CUSTOMER IS NOT SURE FROM THE FRON VEHICLE DOES NOT WANT TO STOP WELL FOUND NOISE TO BE ABS ACTIVATION AN	T OR THE REAR AL	LSO THE			SIGNED: X	
FOUND NOISE TO BE ADS ACTIVATION AN VARIFY ANY ABNORMAL BRAKING	ND UNABLE TO CUI	RRENTLY		L		
0B# 4 TOTALS.	· · · · · · · · · · · · · · · · · · ·					
- JOB# 4.	JÓURNAL PREFIX	CVCS JOB# 4	4 TOTAL	0.00		
STIMATE						
USTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX) OTALS						
***************************************						
E J CASH [] CHECK CK NO. []	*	total lai Total pai Total sui	RTS	0.00		
[] VISA [] MASTERCARD [] DISCOVER	*	TOTAL SU TOTAL G.( TOTAL MIS	).G	0.00 0.00 0.00		
[] AMER XPRESS [] OTHER [] CHARGE	*	TOTAL MIS	SC DISC	0.00		
**************************************	*			0.00		
ECEIVED BY: ARTS WITH AN ASTERISK INDICATE LIFETIME WARRANT	TY GUARANTEE			0.00		
OR CUSTOMER PAY PARTS F YOU ARE NOT "COMPLETELY SATISFIED" WITH YOUR	VISIT PLEASE					
ALL SERVICE MGR. NDLAN HAYS @ (317) 745-6444 E) WW.AUTOBYDUGAN.COM	XT. 321,					
СUSTOMER SIGNATURE ******************************* DUPLICATE		17	*****	al al al al al ad a da d		
DUFLICATE		E				
PAGE 2 OF 2 CUSTOMER COPY		[ END O	FINVOICE ]	)9:13am		



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# **Dugan Chevrolet-Pontiac Inc.**

183 South Co. Rd 525 East Avon, IN 46123 (317) 745-6444 www.autobydugan.com

CUSTOMER NO. 45655	DIANE B.	WATERMAN	9095	TAG NO862	08728705	<u>"CVඋS24087</u>
	LABOR RATE	LICENSE NO.	MiL	EAGE 2,293	VICTORY RED	°CC5128
	YOS/ZCHEV2R	DLET/COBAL	T/SEDAN		03719705	DELIVERY MILES 10
GREENFIELD, IN		L 5 2 F 3			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.		P.O. NO.	<u>.</u>	06/27/05	
	COMMENTS					<u>мо: 229</u>
JÚB# 1 CHARGES					DISCLAIMER OF	_
LABOR J# 1 22CVZ02 BODY ELECTRIC REPAIR C/S SUNROOF SWITCH IS BROKEN NOT RIGHT PARTS TO FIX VEHICE NO WORK DONE AT THIS TIME THE 8280312	INSTALL SOP	H(S):9672 HIS VEHICLE		WARRANTY	The Seller, DUDAN CHEN heraby axprossly disclaim express or implied, includin merchantability or litnees for DUGAN CHEVHOLET-PC assumes nor authorizes any for it any liability in connect	/ROLET-PONTIAC IN s all warranties, ait g may implied warranty s particular purpose, a DNTIAC INC. nelt y other person to assu
JOB# 1 TOTALS						
JOB# 2 CHARGES	3# 1 JOURNAL PREFI	IX CVCS JOB#	E 1. TOTAL	0.00	DATE	
LABOR					DATE:	
J# 2 33CVZ05046 A/C-SIR WIRING CUSTOMER REQUEST PERFORM PROD POSSIBLE INCORRECT WIRING	DUCT SAFETY RECALL			WARRANTY	SIGNED: X	
REWIRE AIR BAG & INSTALL JUMP MA 96 V1359 .3	PER HARNESS PER REC	CALL BULLETIN				
PARTSDTYFP.NUMBER 1 15785514 +	DESCRIPTION			WARRANTY		
JOB# 2 TOTALS			L • PARTS	0.00		
				0.00		
JOB# 3 CHARGES						
LABOR J# 3 25CVZ08 RENTAL CAR COURTESTY RENTAL VEHICLE BILL TO: NEW LOANER COURTESY RENTAL VEHICLE		ł(S):9119	•••••	INTERNAL		
JOB# 3 TOTALS						
JOB# 4 CHARGES	3 JOURNAL PREFI	IX CVCS JOB#	3 TOTAL	0.00		
LABOR J# 4+01CVZ03 *DURABLEND LOF Added Operation (DIANEW @ 06/27/2005 08:3 PERFORM DURABLEND OIL CHANGE SCHEDULED MAINTENANCE DUE TO PERFORM LUBE OIL AND FILTER C NEEDED. TOP OFF ALL FLUID LEV	34) TIME OR MILEAGE HANGE, LUBRICATE C	H(S):9672 HASSIS IF RESSURES	•	13.71		
PARTSQTYFP-NUMBER	DESCRIPTION TILTER 1.836		NIT PRICE 7.60 L - PARTS			



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CUSTOMER NO. 45655	OTANE B.	WATERMAN	9095 TAG NO	862	'08728705	"CVC\$240874
		LICENSE NO.	Mirifaqi	2,293	WTCTORY RED	
	<b>ኘዕ</b> ጛ//ሮቭ <u></u> ሮየቮ	OLET/COBAL	T/SEDAN		<b>⁶³7197</b> 05	DELIVERY MILES 10
GREENFIELD, IN	VIICIG COLOA	L 5 2 F 3	5 7		SELLING DEALED NO.	PHODUCTION DATE.
	F.T.E. NO.		P.O. NO.		06727/05	
	COMMENTS		········		•	MO: 2295
5.0 SW30 VALVOLINE DURABLEND @		/UNIT		12.25	DISCLAIMER OF	
JOR# 4 TOTALS			L - 606	12.25	The Seller, DUGAN CHE' hereby expressly disclaim express or implied, includin	is all warranties, either
		LABC PART G.O.	R S	7.60	merchantability or fitness for OUGAN CHEVHOLET-PC assumes nor authorizes any	r a particular purpose, and DNTIAC INC. neither y other person to assume
J0B# 4	JOURNAL PREF	IX CVCS JOB#	4 TOTAL	33.56	for it any liability in connect	on with the sale.
MISCCODEDESCRIPTION JOB # A SS SHOP SUPPLIES		CONTROL N	0			
JOB # A SS SHOP SUPPLIES		τοτΑ	L - MISC	$1.37 \\ 1.37$	DATE:	
ESTIMATE CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$40.00 (+TAX)					SIGNED: X	
COMMENTS. PLEASE KEEP CAR CLEAN!!!!!						
TOTALS						
**************************************	*	TOTAL	LABOR	$13.71 \\ 7.60$		
*	*	TOTAL.	SUBLET G.O.G	0.00 12.25		
*	*	TOTAL	MISC CHG. MISC DISC	1.37		
* [] AMER XPRESS [] OTHER [] CHARGE	k		ΤΑΧ	1.19		
RECEIVED BY: RECEIVE DATE; PARTS WITH AN ASTERISK INDICATE LIFETIME WARRAN FOR CUSTOMER PAY PARTS IF YOU ARE NOT "COMPLETELY SATISFIED" WITH YOUR CALL SERVICE MGR. NOLAN HAYS @ (317) 745-6444 E WWW.AUTOBYDUGAN.COM	TY GUARANTEE VISIT PLEAS		INVOICE \$	36.12		
CUSTOMER SIGNATURE	EINVO	ICE ****	*****	*****		
PAGE 2 OF 2 CUSTOMER COPY		( ENI	OF INVOICE ]0	9:13am		



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GREENFIELD, IN       VEMICE LD_NO. A L 5 2 F 3 5 7       SUCUMP UNAUGONO.       PHODOCION DATE         F.T.E. NO.       P.O. NO.       POY49/11/05       REPRINT#	CUSTOMER NO. 45655	DIANE B.	WATERN	1AN	9095	∾826	04912705	"ሮምድ\$236006
GREENFIELD, IN         The state of th		LABOR DATI	LICENSI	L NO.	MILEAGE	1,035	VICTORY RED	
JOB#       1 CHARGES       IVA#71/05       REPRINT#         JM#       1 22CVZ02       SUMPOR SWITCH FEITERENTS       IVA#7101       REPRINT#         JM#       1 22CVZ02       SUMPOR SWITCH FEITERENTS       IVA#7101       REPRINT#         JM#       1 22CVZ02       SUMPOR SWITCH FEITERENTS       IVA#7102       IVA#7102       IVA#7102         JOB#       1 20CVZ02       SUMPOR SWITCH FEITERENTS       IVA       IVA       IVA#RANTTE         JOB#       2 CHARGES       JOB# 1 JOURNAL PREFIX       IVCS       JOB#       IVATEL       IVA         JOB#       2 CHARGES       JOB# 1 JOURNAL PREFIX       CVCS       JOB#       INTERNAL       SIGNED: X       IVA         JOB#       2 CHARGES       JOB#       1 JOURNAL PREFIX       CVCS       JOB#       INTERNAL       SIGNED: X       IVA         JOB#       2 COURTESY RENTAL VEHICLE       IVA       IVA       IVA       IVA       IVA       IVA       IVA		*05/ChEVR	bLET/CO	BALT	/SEDAN		<u> </u>	DELIVERY MILES 10
COMMANTS       COMMANTS       COMMANTS         UOB# 1 CHARGES       MO: TO         UADR       C/S SURGOS SWITCH IS FALLING OUT CHECK AND ADVISE       MARRANTE         PART NOT YET AVAILABLE FROM GM       TECH(S):9672       MARRANT         UND 20 KETCH IS FALLING OUT CHECK AND ADVISE       MARRANT         PART NOT YET AVAILABLE FROM GM       MARRANT         INSTALLED SCREWS FOR TEMPORARY FIX UNTIL PART IS AVAILABLE       MARRANT         UND 20 KEZZO .3       JOB# 1 JOURNAL PREFIX CVCS JOB# 1 YOTAL       0.00         JOB# 2 CHARGES       JOB# 1 JOURNAL PREFIX CVCS JOB# 1 YOTAL       0.00         JOB# 2 CHARGES       JOB# 2 JOURNAL PREFIX CVCS JOB# 1 YOTAL       0.00         JOB# 2 CHARGES       JOB# 2 JOURNAL PREFIX CVCS JOB# 1 YOTAL       0.00         JOB# 2 TOTALS       JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL       0.00         JOB# 2 TOTALS       JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL       0.00         JOB# 3 CHARGES       JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL       0.00         JOB# 3 CHARGES       JOB# 3 JOURNAL PREFIX CVCS JOB# 3 TOTAL       0.00         JOB# 3 CHARGES       JOB# 3 JOURNAL PREFIX CVCS JOB# 3 TOTAL       0.00         JOB# 3 TOTALS       JOB# 3 JOURNAL PREFIX CVCS JOB# 3 TOTAL       0.00         JOB# 3 TOTALS       JOB# 3 JOURNAL PREFIX CVCS JOB# 3 TO	GREENFIELD, IN	VETICLE I.O. THO. A	L 5 2	F 3	57		SILUING DIALER NO.	PHODUCTION DATE
JOB# 1 CHARGES       JOB CLAIMER OF WARRANTES         LARDR		F.T.F. NQ.			P.O. NO.		°04711/05	REPRINT# 1
LABOR	-							MO: 1035
J# 1 22CV202       BODY ELECTRIC REPAIR       TECH(S):9672       WARRANTY         0:5 <undof advise<="" and="" check="" falling="" is="" out="" switch="" td="">       BEZEL AND SWITCH RETAINER BROKEN       BEZEL AND SWITCH RETAINER BROKEN         PART NOT YET AVAILABLE FROM GM       INSTALLED SCREWS FOR TEMPORARY FIX UNTIL PART IS AVAILABLE       Warrentes, e         0:06# 1 TOTALS       JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL       0.00         0:06# 2 CHARGES       JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL       0.00         0:06# 2 CHARGES       JOB# 1 JOURNAL PREFIX CVCS JOB# 1 TOTAL       0.00         0:06# 2 CHARGES       JOB# 2 JOURNAL PREFIX CVCS JOB# 1 TOTAL       0.00         0:06# 2 TOTALS       COURTESY RENTAL VEHICLE       SIGNED: X       SIGNED: X         MISC      </undof>								
JOB# 2 CHARGES	J# 1 22CVZ02 BODY ELECTRIC REPAIR C/S SUNROOF SWITCH IS FALLING OUT BEZEL AND SWITCH RETAINER BROKEN PART NOT YET AVAILABLE FROM GM INSTALLED SCREWS FOR TEMPORARY FIX VB 2W B2720 .3	TECH CHECK AND ADV UNTIL PART I	(S):9672 TSE S AVAILA	3LE		WARRANTY	hereby expressly disclaim express or implied, includin merchantability or fitness for DUGAN CHEVROLET-PC assumes nor authorizes any	is all warranties, either g any implied warranty of a particular purposo, and DNTIAC INC, neither y other person to assume
LABOR COURTESY RENTAL CAR COURTESY RENTAL VEHICLE MISC CODE LC LOANER CAR LC LOANER CAR JOB# 2 TOTALS JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL LABOR CCS SCRATCH ON RADIO DISPLAY JUST BOUGHT LINT ON DISPLAY LINT ON DISPLAY LINT ON DISPLAY LINT ON DISPLAY CLEANED DISPLAY WITH CLEANER JOB# 3 JOURNAL PREFIX CVCS JOB# 3 TOTAL JOB# 3 TOTALS LABOR CONTROL NO LINTERNAL SIGNED: X SIGNED: X S								
J# 2 25CVZ08 RENTAL CAR TECH(S):9043 INTERNAL SIGNED: X						0.00	DATE:	
LC LOANER CAR 236006 INTERNAL TOTAL - MISC 0.00 JOB# 2 TOTALS JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL 0.00 JOB# 3 CHARGES LABOR LABOR LABOR LABOR LABOR JB# 3 28CVZ07 RADIO REPAIRS TECH(\$):9672 WARRANTY C/S SCRATCH ON RADIO DISPLAY JUST BOUGHT LINT ON DISPLAY CLEANED DISPLAY WITH CLEANER JOB# 3 TOTALS JOB# 3 JOURNAL PREFIX CVCS JOB# 3 TOTAL 0.00 ESTIMATE CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX) COMMENTS	J# 2 25CVZ08 RENTAL CAR	TECH	(5):9043			INTERNAL	SIGNED: X	
JOB# 2 JOURNAL PREFIX CVCS JOB# 2 TOTAL 0.00 JABOR	LC LOANER CAR			TOTAL	236006			
LABOR					0 TOTAL	0.00		
C/S SCRATCH ON RADIO DISPLAY JUST BOUGHT LINT ON DISPLAY CLEANED DISPLAY WITH CLEANER JOB# 3 TOTALS	JOB# 3 CHARGES JOB# 2	JUUKNAL PREFI	x uvus	JUB#	2 TOTAL	0.00		
JOB# 3 JOURNAL PREFIX CVCS JOB# 3 TOTAL 0.00 ESTIMATE CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)	C/S SCRATCH ON RADIO DISPLAY JUST LINT ON DISPLAY	TEÇH BOUGHT	(\$):9672			WARRANTY		
ESTIMATE CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)	JOB# 3 TOTALS							
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX) COMMENTS	JOB# 3	JOURNAL PREFI	x cvcs	JØB#	3 TOTAL	0.00		
	CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)				·····			
			,					
PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 09:13am	PAGE 1 OF 2 CUSTOMER COPY		CONTI	NUED O	N NEXT PAGE)	09:13am		



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CUSTOMER NO. 45655	DIANE B.	WATERMAN	9095 TAO NG	826	'04912705	"ሮምር\$236006
	LABOR RATE	LICENSE NO.	MILCAGI.	1,035	VICTORY RED	°CC5128
	YOS/ACTERVE	ROLET/COBALT/	SEDAN		<b>```</b> ?``197``05	DELIVERY MILES 10
GREENFIELD, IN	"T"G"T"A	L 5 2 F 3 9	5 7		SELLING DEALER NO.	PRODUCTION DATI:
	F.T.E. NO.		P.O. NO.		'047'11/05	REPRINT# 1
	COMMENTS				I	MO: 1035
TOTALS					DISCLAIMER OF	
**************************************	* * * * *	TOTAL LA TOTAL PA TOTAL SU TOTAL G. TOTAL MI TOTAL MI TOTAL TA	RTS BLET D.G. SC CHG. SC DISC X	0.00 0.00 0.00 0.00 0.00 0.00	The Seller, DUGAN CHEN hordby expressly disclaim express or implied, including merchantability or fitness for DUGAN CHEVHOLET-PC assumes nor authorizes any for it any liability in connucti	s all warranties, either gany implied warranty of a particular purpose, and NTIAC INC, neither rothor porson to assume
RECEIVED BY: RECEIVE DATE: PARTS WITH AN ASTERISK INDICATE LIFETIME WARRA			NVOICE \$	0.00		
FOR CUSTOMER PAY PARTS					DATE:	·
CALL SERVICE MGR. NOLAN HAYS @ (317) 745-6444   WWW.AUTOBYDUGAN.COM	XT. 321.	1.			SIGNED: X	
				L		
CUSTOMER SIGNATURE ************************************	Ë INVO	ICE ******	*****	*****		
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		,				
PAGE 2 OF 2 CUSTOMER COPY		1 FND C	F INVOICE 10	9:13am		
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### HP OfficeJet G Series G85 Personal Printer/Fax/Copier/Scanner

Fax-History Report for Dugan User 317-718-5201 Jul 05 2006 1:48pm

Last F:	ax			110		
Date	<u>Time</u>	Туре	Identification	<b>Duration</b>	<u>Pages</u>	Result
Jul 5	1:44pm	Sent	92334393	3:54	12	ОК

Result:

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OK - black and white fax Okay color - color fax

35		th County Road 525 Eas DN, INDIANA 46123 317 - 745 - 6444	k [.]	Date MARC	CH 19 21		
PURCHASER:		в	es. Phone 📖	ser AARON	D GLAZE		
Address			us. Phone	rers	•		
	NFTELD	StateIN	Zip	Lienholder HSBC	AUTO FINANCE,		
To Be Titled As Follows							
		·		STOCK NO.	ORDER NO.		
BASETRICE			VEHICLE BEING PURCHA	SED CC5128			
TITLED UNDER A S	DE-IN VEHICLE HA TATE OR FEDERAL E JILT, SALVAGED, FI	BRAND SUCH AS	PLEASE ENTER MY ORDE FOR THE FOLLOWING: 2005	ERDEMO			
BUYBACK, ETC. I A	Gree that if any : I am to pay the	SUCH BRAND IS	YEAR 2005 MAKE BODY SEUAN TYPE	SERIES VIC COLOR	TORY RED		
ALLOWANCE ON DE			VINYL TOP COLOR COLOR	түр⊭ түр⊭	AGE: 408		
SIGNATURE		DATE	1G1AL5 SERIAL NO. TO BE DELIVERED ON.OR ABOUT	2F357	CYL.		
			TR	ADE - IN INFORMATION			
WITNESS		DATE	YEAR MAKE				
			MODEL	BODY			
LOANÉR CAR PROC	GRAM:		COLOR	MILEAGE	· • • • • • • • • • • • • • • • • • • •		
			SERIAL #				
New Vehicle Purcha Used Car Purchase:	se: 36 months from c	late of purchase. date of purchase.	BALANCE OWED TO:				
	o montais nom	and of purchase.	ADDRESS:		N/A		
	ige, original purchase		ACCT. NO.	PAYOFF DUE S			
Chevrolet-Pontiac.	on purchased vehicl	e. Only at Dugan	VERIFIED BY:				
		12 (2	Purchaser is responsible for Payoff Due on the Trade-In o	or and shall pay the amoun exceeds the Trade-In Allowar	it, if any, by which the nce.		
		3-19-05	······································				
SIGNATURE		DATE	WAR	RANTY INFORMATIO	N		
	PURCHASE PRICE	18000.00	tor vehicle, the only wr	RATOB: If the Vehicle is a littlen warranty provided	with respect to the		
	TRADE ALLOWANCE	( <u>N/A)</u> 18000.00	Printed warranty which Vehicle.	lled accessories is the mo is made solely by the l	ost recent applicable Manufacturer of the		
		N/A	Dealer installed Access	ories are not included ir	the Manufacturer's		
		N7A	warranty on the Vehicle written warranties whic	and may or may not be h are made solely by M	included in separate		
		N/A	Accessories.				
PURCHASER OK	NET SELLING PRICE	18000.00	AS IS - WITH ALL FAUL	a used vehicle, the Vehic <b>TS</b> .	te is sold by Dealer		
CASH PAYMENTS	SALES TAX	1080,00	STRATOR OR USED:	THER THE VEHICLE IS DEALER DISCLAIMS A	LL WARRANTIES,		
OR OTHER CREDITS		N/A	WRITTEN, EXPRESS O	R IMPLIED. INCLUDING	ALL WARRANTIES		
NJEREIPT	DOC FEE	99,00	POSE, AND DEALER E	F MERCHANTABILITY OR FITNESS FOR A PARTICUL/ OSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABI JRCHASER, FOR ANY CONSEQUENTIAL DAMAGES, L			
	LICENSE / TITLE FEES	1.25	TIME OR INCONVENIER OPERATION OF THE VI	NCE ARISING OUT OF T	HE PURCHASE OR		
\$ 2000 RB3EIPT	PAYOFF DUE	N/A					

CONTINUEC ...

WITNESS			DATE	
			97 - 1147 d 197 all / 11 Mart - 7 - 17 American - 11 - 11 - 11 - 11 - 11 - 11 - 11 -	MODEL BODY
				COLOR MILEAGE
LOANER (	CAH PHO	GHAM:		SERIAL #
New Vehicle Purchase: 36 months from date of purchase.			late of purchase.	BALANCE OWED TO:
Used Car Purchase: 6 months from date of purchase.				ADDRESS:
Must be 18 years of age, original purchaser and have a valid			r and have a valid	ACCT. NO. PAYOFF DUE \$
drivers license. Only on purchased vehicle. Only at Duga Chevrolet-Pontiac.				
			—	Purchaser is responsible for and shall pay the amount, it any, by which the
			-2 /-	Payoff Due on the Trade-In exceeds the Trade-In Allowance.
			7-12-05	
SIGNATUF	RE		DATE	WARRANTY INFORMATION
		PUBCHASE PRICE	18000.00	NEW OR DEMONSTRATOR: If the Vehicle is a new or demonstra-
T		TRADE ALLOWANCE	( N/A)	tor vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable
			18000.00	<ul> <li>printed warranty which is made solely by the Manufacturer of the Vehicle.</li> </ul>
	_	·····	N/A	Dealer installed Accessories are not included in the Manufacturer's
			N/A	warranty on the Vohicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the
			N/A	Accessories.
PURCHAS	ER OK	NET CELLINE GOVE	18000.00	USED: If the Vehicle is a used vehicle, the Vehicle is sold by Dealer AS IS - WITH ALL FAULTS.
		NET SELLING PRICE	1080.00	ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMON-
CASH PAYMENTS OR OTHER CREDITS		SALES TAX	N/A	STRATOR OR USED: DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES
		DOC FEE	99,00	OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUR-
2000	<b>МУА</b> СИРТ О Н <b>РЮ</b> ЕИРТ		1,25	POSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR
			N/A	OPERATION OF THE VEHICLE.
; 	#	PAYOFF DUE	N/A	
6   <b>1</b>	NGCAREIPT #		19100.25	Terms of Payment of Balance Due on Delivery:
s 2000	TOTAL	SUB TOTAL	2000.00	BY OR THROUGH DEALER.
> 		LESS DEPOSITS	)	THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SID OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE
	BALAN	CE DUE ON DELIVERY	17180.25	PART OF THIS ORDER.

Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative to Dealer.

ACCEPTED; Tille V By Liegion / Authorized Representative

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CON-TRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER. BEFORE SIGNING THIS ORDER READ IT CAREFULLY.

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In lieu of	and/or			-
CUSTOMER AND D in the <u>ultimate retail purchaser or lessen</u> of the Mensed to me by the Dealer named below. The resale and I took delivery of this vehicle on item # and release the GM Division fr Purchaser/Lessee Signature: a undersigned person as Dealer representative rect and that the incentive(s) described in Item b has taken delivery of referenced unit throug ivery data has been forwarded to General Mor DUGAN Chiffy Authorized Dealer Signature;	e vehicle pearing his vehicle was p // I to com any future of the state of the state of m $\#h$ the Dealershi fors.	g this vehicle iden ourchased/leased acknowledge recs laim or obligation for a bligation laim or obligation Line he information or ave been providen p and that propen	ntification number which was for personal/business use and sipt of incentive(s) as describe n for incentive(s) on this unit. Date: $31/9105$ n this application is true and d to the said purchaser/lessee rly-completed, accurate	
Dealership Name:	V	<b>_</b>	Date: 31910 Dealer Code: 25-139	

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## CASE ASSESSMENT BY: Marion Lindsey Siebel/CARS Request No: 1-415781365

Customer Name:		
Year of Vehicle: 2005 Make: Chev	vrolet Model: Cobalt	Current Mileage: 36,163
Vehicle ID No.: 1G1AL52F357	In Service Date: 3-19-05	Purchased: New

What is customer seeking: a new steering column or vehicle replaced.

#### **VEHICLE REPAIR HISTORY**

CUSTOMER'S PRIMARY SYMPTOM/CONCERN: rattle noise from front end area suspension, steering column when hitting a bump.

Date: Mileage: Days Out: Description of Repair:

5-16-06 27,891 miles 4 days RO # 259513, Dugan Chevrolet. Dealer replaced front, right strut steering mount to address noise and then found noise was coming from steering column. Dealer contacted Technical Assistance Center and set up TAC CASE #8954499 after replacing steering shaft did not correct noise. TAC advised to replace steering column but dealer can't order a steering column part at this time as it was being redesigned by GM and parts were not available.

7-17-06 36,163 miles 1 day RO # 262913, Dugan Chevrolet. Dealer replaced steering column assembly.

OTHER SYMPTOM/CONCERN: sunroof switch falling off

Date: <u>Mileage:</u> <u>Days Out:</u> <u>Description of Repair:</u>

4-11-05 1,035 miles 1 day RO # 236006, Dugan Chevrolet. Dealer placed screws in sunroof cover plate for temporary repair until parts could be ordered from GM. Part was on backorder from GM. Bezel and switch retainer on sunroof switch were broken.

6-27-05 2,293 miles 1 day RO # 240874, Dugan Chevrolet. Dealer made no repairs to sunroof switch as parts were still on backorder from GM , SPAC order # 8280312.

-17-06 36,163 miles --- RO # 262913, Dugan Chevrolet. Dealer replaced sunroof control lamp switch. OTHER SYMPTOM/CONCERN: customer stated that a scratch was on radio display.

Date: Mileage: Days Out: Description of Repair:

4-11-05 1,035 miles --- RO # 236006, Dugan Chevrolet. Dealer found lint on radio display and cleaned it off.

OTHER SYMPTOM/CONCERN: recall 05046 - REWIRE AIRBAG AND INSTALL JUMPER HARNESS Date: Mileage: Days Out: Description of Repair:

6-27-05 2,293 miles --- RO # 240874, Dugan Chevrolet. Dealer made recall repair to jumper harness connecting to airbag system.

**OTHER** SYMPTOM/CONCERN: ignition key would not remove from ignition cylinder.

Date: Mileage: Days Out: Description of Repair:

5-16-06 27,891 miles --- RO # 259513, Dugan Chevrolet. Dealer replaced floor shifter that was binding.

**OTHER** SYMPTOM/CONCERN: customer stated hearing a loud grinding noise when hard braking and vehicle not stopping properly.

Date: Mileage: Days Out: Description of Repair:

5-16-06 27,891 miles --- RO # 259513, Dugan Chevrolet. Dealer inspected for noise and found noise heard is normal ABS operation noise and no duplication of braking abnormally.

OTHER SYMPTOM/CONCERN: left headlamp replaced.Date:Mileage:Days Out:Description of Repair:7-17-0636,163 milesRO # 262913, Dugan Chevrolet. Dealer replaced left headlamp assembly.			
OTHER SYMPTOM/CONCERN: high level stop lamp inoperative.Date:Mileage:Days Out:Description of Repair:.7-17-0636,163 milesRO # 262913, Dugan Chevrolet. Dealer replaced stop lamp bulb.			
<b>Total Days Out of Service:</b> _7(excluding days for customer pay reasons such as; Maintenance and Collision Repairs)			
VEHICLE MEETS PRESUMPTION LEMON LAW? YES: NO: X			
What is customer eligible for (based upon the BBB Program Eligibility Guidelines and the States lemon law requirements for meeting presumption)? Vehicle does not meet presumption of Indiana Lemon Law because complaints did not prevent use or cause safety concerns while parts were being ordered and days out of service were minimal.			
AVM and/or DEALER RECOMMENDATION(s): SVC MGR, Nolan Hays advised he was only waiting for GM PQC to release the redesigned part to address the rattle noise in steering column. The noise in now way causing a lack of performance or causes any safety issue with controlling the vehicle. Sunroof switch cover was available for quite some time after initial part delay, but customer declined to come in to have that repair done because he advised the dealer he was too busy and not that worried about that repair. Customer main complaint was steering column noise. 7-17-06 dealer replaced sunroof control switch cover and replaced steering column under warranty. Noise is resolved with steering column at this time.			
CRM RECOMMENDATION & RATIONALE (EXPLAIN): CRS offered customer a 24/24 GMPP Smart Care for oil changes and tire rotations for his inconvenience with steering column complaint. Customer accepted offer.			
Decision reached by CRM: Arbitrate case: Settle case: X			

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

 Customer:
 Request #: 1-415781365
 BBB#: CHV0654091

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

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

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

Purchase Price (from dealer Bill of Sale before tax, tag, etc)	\$18,000.00
MSRP (from BARS Invoice) Note: If GMS price, use in place of MSRP price	\$18,335.00
Difference (If positive, look for Over Allowance) If no Trade in, have Dealer explain why customer paid more than MSRP.	\$-335.00
Trade Allowance (from dealer Bill of Sale)	\$0
Actual Cash Value Statement	\$0
Difference (if positive, this is the overallowance)	\$0
Payoff or Lien amount from Bill of Sale	\$0
(If dealer added negative equity into contract, do not subtract)	
Actual Cash Value Statement	\$0
Difference (if positive, this is the negative equity)	\$0

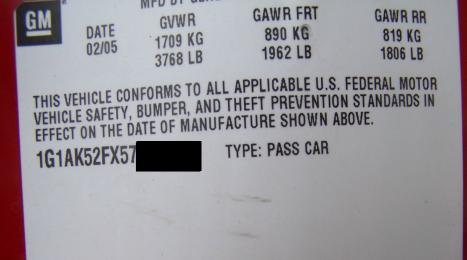
If Over Allowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Manager before submitting information to BBB			
Purchase Price (from dealer Bill of Sale before tax, tag, etc.)	\$18,000.00		
Incentives not included in Purchase Price (from BARS) minus (Do not include fuel fill credit or dealer incentives. GM Card Points must be included)	\$2,000.00		

Overallowance and/or Negative Equity minus	\$0	
Actual price of Vehicle that should be presented to BBB for ATA	\$16,000.00	

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

# *1G1*AK52FX57

GM



























































#### SERVICE PARTS IDENTIFICATION DO NOT REMOVE 1G1AK52FX57 HWHT7S 1AK69 AK5 AR9 AU0 AU3 B34 B35 C67 DC8 FE1 FE9 FY1 IPB J41 K34 K64 LOD MN5 MX0 NT7 L61 N46 PG1 T43 UNØ QTU SLM UQ4 VK3 VM3 V73 1SA 1SZ 52B 521 6AR 7AR 74U AAP 9AA BC/CC U 9260 52B













































## **CDR File Information**

Vehicle Identification Number	1G1AK52FX57					
Investigator	Gary L. Dixon					
Case Number	1-419299120					
Investigation Date	Thursday, July 20 2006					
Crash Date	Friday, July 7 2006					
Filename	1-419299120 1G1AK52FX57 CDR					
Saved on	Thursday, July 20 2006 at 09:56:34 AM					
Collected with CDR version	Crash Data Retrieval Tool 2.800					
Collecting program verification number	9238B95E					
Reported with CDR version	Crash Data Retrieval Tool 2.800					
Reporting program verification number	9238B95E					
	Block number: 00					
Interface used to collected data	Interface version: 4A					
	Date: 11-08-05					
	Checksum: 7500					
Event(s) recovered	None					

# SDM 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, 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. 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. -Calculated Principal Direction of Force (PDOF) is the arctangent of the maximum observed lateral velocity change divided by the maximum observed longitudinal velocity change. PDOF is displayed where zero degrees is located at the front of the vehicle, with 90 degrees is displayed to the right side of the vehicle and so on, clockwise around the vehicle.

-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 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.

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**

This page displays all the data retrieved from the air bag module. It contains data that is not converted by this program.

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## **CDR File Information**

Vehicle Identification Number	1G1AK52FX57				
Investigator	Gary L. Dixon				
Case Number	1-419299120				
Investigation Date	Thursday, July 20 2006				
Crash Date	Friday, July 7 2006				
Filename	1-419299120 RHONDA WHITE 1G1AK52FX57 CDR				
Saved on	Thursday, July 20 2006 at 09:56:34 AM				
Collected with CDR version	Crash Data Retrieval Tool 2.800				
Collecting program verification number	9238B95E				
Reported with CDR version	Crash Data Retrieval Tool 2.800				
Reporting program verification number	9238B95E				
	Block number: 00				
Interface used to collected data	Interface version: 4A				
Interface used to collected data	Date: 11-08-05				
	Checksum: 7500				
Event(s) recovered	None				

# **SDM** 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, 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. 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. -Calculated Principal Direction of Force (PDOF) is the arctangent of the maximum observed lateral velocity change divided by the maximum observed longitudinal velocity change. PDOF is displayed where zero degrees is located at the front of the vehicle, with 90 degrees is displayed to the right side of the vehicle and so on, clockwise around the vehicle.

-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 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.

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**

This page displays all the data retrieved from the air bag module. It contains data that is not converted by this program.

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			ATION RESOLUTION	
		IINARY INSPE		
	STEERING, SU	SPENSION, A	XLE, TIRE AND WHEEI	LSYSTEMS
Customer's Name:			Inspection Date:	07/20/2006
Vehicle Brand:	Chevrolet	Model:	Cobalt	07/20/2000
File #	1-419299120	VIN:	1G1AK52FX57	
<u>rnc #</u>	1-417277120	<u>v IIN.</u>	IGIAK52FA57	
Mileage at Inspection:	22709	Inspection Lo	cation: Derek Scott's Auto	Park
				– Hearne, TX 88759
Inspector's phone number: 2	81-376-2696	Inspecte	<u>ed By:</u> Gary L. Dixon	
Section 1	INCO	ECTION SUM		
BRIEFLY Describe the c				
			AME ON AND THEN WE	ENT OUT.
THAT WHEN THE LIGHT	CAME ON THE V	EHICLE WAS	HARD TO STEER AND	SHE WAS APPROACHING A
BRIDGE. ST	ATED THAT WHE	N THE LIGHT	WENT OFF SHE LOST	CONTROL OF THE VEHICLE AND
HIT A GUARD RAIL.			WER STEERING INFOR	RMATION WAS ON THE DRIVER
INFORMATION PANEL A	AND NOT A LIGHT	•		
Following the inercetion	a aummariza tha	facto and aba	or cotion of the lattice and and the	
Following the inspection				ARS TO BE AN IMPACT FROM
				ARS TO BE A PLASTIC OR
				ENT BAR OR ANYOTHER PARTS
				OF THE VEHICLE AND FOUND
				PUT TO STEERING WHEEL.
				IN THE STEERING WHEEL AND
THE SEAT FOUND RIG	ΗΤ REAR TIRE Τ(	) RE UNDERI		DS AND LEFT FRONT TIRE HAS A
NAIL IN THE TREAD AR				
	EA. BRAKING W	AS GOOD AN		
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NAIL IN THE TREAD AR Section 2 Provide a complete desc Interview mode: Interview date: 7/19/. Was a police/fire departe Provide driver/claimant's c of other vehicles involved; may be placed in section 9) STATED THA PLACE SHE LOST CONT Driver/other occupant's ph Driver/other occupant's ph STATED THA PLACE SHE LOST CONT Driver/other occupant's ph STATED THA PLACE SHE LOST CONT Driver/other occupant's ph STATED THA PLACE SHE LOST CONT Driver/other occupant's ph SEAT AND THE TOP CONT COMMENTS. What was the exact local Driving conditions at the Weather conditions & Visi	EA. BRAKING W/ INTE Cription of the inc. By Telephone 2006 ment report obtain description of incide describe all object AT POWER STEER TROL OF THE VEI hysical description ( 5 ½", 165 POUNDS uries to the Driver:- upants were seated NFANT, A THREE TTLE ONES IN RE tion of the incident bility: Approximate	AS GOOD AN ERVIEW - INC ident accordin In Person hed? Yes ent. If there was contacted ar RING LIGHT C HICLE AND C (include name, S, NONE AR SEATING ht. ent: Temp (°F): C	D PARKING BRAKE WO DENT DETAILS Incident Date Incident Date No s a collision, describe all ad the sequence in which AME ON AND THEN WE OLLIDED WITH A GUAF gender, height, weight, & ny injuries: ND A NINE YEAR OLD AREA. NONE OF THE AREA. NONE OF THE	IMANT         and Time: 7/07/2006 2:30 PM         collision events; include description they were contacted. (Additional cmts)         ENT OUT AND WHEN THIS TOOK CONTACT ON THE BRIDGE.         & disabilities ):         - OLDEST IN FRONT PASSENGER CHILDREN HAD INJURIES PER
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2 of 8
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS
Customer's Name:Inspection Date:07/20/2006Vehicle Brand:ChevroletModel:CobaltFile #1-419299120VIN:1G1AK52FX57
Shoulder 🖉 Curb 📄:       Concrete       Asphalt 🗋 Gravel       Crushed rock       Dirt         Shoulder/Curb Condition:       Dry       Wet       Icy       Other: {         Posted Speed Limit 65 MPH         Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.) NONE         Length of Drive Prior to incident:         Total Time (hrs. & mins.): 15-20 MINUTES       Distance (miles): 7 MILES         Estimate of vehicle speed: 45-60 MPH       mph Source of est.         Estimated vehicle speed at impact UNKNOWN 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         Other         Describe STEERING BECAME STIFF           Suspension         Normal         Other         Describe {           Brakes         Normal         Other         Describe {           Engine         Normal         Other         Describe {           Electrical         Normal         Other         Describe {
Were any warning lights illuminated or driver information center messages displayed? 🖾 Yes 🗌 No If "Yes", get the details and describe the event(s). TELL TALE SHOWING POWER STEERING ACCORDING TO
Has the vehicle behavior noted during this incident ever been noted prior to this incident? Yes IN If "Yes", get the details and describe the event(s). <b>STATED THAT SHE HAS HAD THE CAR IN THREE TIMES FOR THIS INFORMATION BEING ON DASH.</b>
Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual noises, smoke or steam observed.
Describe any evasive action: Turning Braking Accelerating Other: {
Describe cargo (in the vehicle interior, trunk and/or trailer (if any): Estimated total weight of cargo:Estimated weight of the trailer, if any. <b>NONE</b>
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: {
How was the vehicle transported from the incident site to the present location? Tow Truck Flat Bed Other <b>DRIVEN FROM SITE</b>
Additional comments concerning the incident:
Section 3 INTERVIEW - VEHICLE HISTORY
Source of information (name, address, phone number, & relationship), if other than claimant:
Comments: (Additional cmts may be placed in section 9)

	3 of 8								
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS									
Customer's Name: Vehicle Brand:Imspection Date:07/20/2006Vehicle Brand: File #Chevrolet 1-419299120Model: VIN:CobaltVIN: 1G1AK52FX571G1AK52FX57									
Did the owner purchase the vehicle new? 🛛 Yes 🗌 No Date_11/07/2005 Used? 🗌 Yes 🖾 No Date									
VEHICLE MODIFICATIONS / ALTERATIONS Are any vehicle modifications or alterations present, and has any after-market equipment been installed? (e.g., objects attached to the steering wheel or instrument panel, controls for disabled persons, shock absorbers, springs, modified body, electrical components, powertrain, wheels or tires, after-market seats, etc) <u>Describe:</u> NONE									
VEHICLE REPAIR / SERVICE HISTORY Prior electrical system service? No Yes If yes, describe: DEALERSHIP CHECKED FOR PRO FOUND SEVERAL CODES DEALING WITH COMMUNICATION CODES	BLEM AND								
Prior collision repair? No Yes If yes, describe: {									
Repaired by whom? (name, address, phone) {									
Prior chassis system service, repair, or replacement? No Pres If yes, describe what was done:									
Prior electrical system components serviced, repaired, or replaced by whom? (name, address, phone number of the serviced serviced) and the serviced	per)								
Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? ☑ No □Yes If yes, describe:_{									
L									

Section 4

#### VEHICLE INSPECTION – VISUAL/PHOTO

THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSICAL EVIDENCE USING PHOTOS AND WRITTEN OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE APPROPRIATE SECTION. PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMAGE WITH MANY PHOTOS.

#### DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:

FRONT BUMPER COVER IS DAMAGED WITH SCRAPE GOING FROM RIGHT TO LEFT AND NO DAMAGE NOTED TO BUMPER REINFORCEMENT BAR OR ANY OTHER PARTS OF THE VEHICLE.

{

<u>UNDERBODY / FRAME / CHASSIS AREA:</u> Describe <u>any damage</u> to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present. LIGHT SCUFF ON RIGHT FRONT SIDE OF ENGINE CRADLE.

CORNER ASSEMBLIES Struts/shocks

Springs Control arms Comments: Ball joints Steering knuckles Axle assemblies Tire/wheel assemblies

NOTED TIRE RUB ON LOWER SPRING HOUSING OF RIGHT STRUT Confidential GM/PAR

PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS								
Customer's Name:Vehicle Brand:File #1-419299120	Inspection Date:         07/20/2006           Model:         Cobalt           VIN:         1G1AK52FX57							
<u>UNDERHOOD</u> Engine compartment Brake fluid level and condition Comments: BRAKE FLUID LEVEL IS FULL AND COLOR	Power steering lines, hoses, clamps and connections Power steering fluid level and condition R IS LIGHT AMBER, ALL LINES IN PLACE AND NO LEAKS NOTED.							

**PRODUCT ALLEGATION RESOLUTION** 

#### **GENERAL OBSERVATIONS**

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

Comments:

#### NO MODIFICATIONS OR AFTERMARKET EQUIPMENT FOUND.

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Section 5

#### **VEHICLE INSPECTION - PASSENGER COMPARTMENT**

#### **INTERIOR**

Instrument panel Controls Overall view of seat position Photo of options label-glove box/trunk Personal items/cargo

Odometer Steering wheel and column Driver and passenger seat back angle (inclinometer measurement) Sunvisors and headliner

#### INTERIOR INSPECTION (Describe any damage and photograph )

#### NO INTERIOR DAMAGE FOUND

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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.

STF	PRELIMINA	RY INSPE	ATION RESOLUTION CTION XLE, TIRE AND WHEEL	SYSTEMS
Customer's Name: Vehicle Brand: Che	vrolet 9299120	<u>Model:</u> <u>VIN:</u>	Inspection Date: Cobalt 1G1AK52FX57	07/20/2006
ITEM			OBSERVATIONS/TEST R	
Steering system-Are all	YES		JESERVATIONS/TEST P	
components in place and	<u></u>			
connected in a normal manner?				
Can the steering wheel be				TED, STEERING WHEEL
rotated lock to lock with			FROM LOCK TO LOCK V	VITH APPROPRIATE
appropriate movement of the front wheels. Is there any		OF THE FI	RONT WHEEL.	
binding, sticking or uneven feel?				
Steering linkage-Is the linkage	STEERING L	INKAGE IS	GOOD AND FOUND NC	AREAS OF CONTACT
free from cracks, bends,				
fractures, etc. Are there any				
scrapes, abrasions, signs of				
contact with any of the linkage? Gear/rack and pinion-Any sign	NO LEAKS F			
of leakage, damage to boots on	NO LEANOT	OUND		
the rack, contact by foreign				
objects?				
Steering column, ignition switch,	YES AND ST	EERING C	OLUMN IS PROPERLY A	ATTACHED TO DASH
intermediate shaft. Does the column unlock with the ignition				
key "on"? Is the steering column				
properly fastened to the dash?				
Steering pump, drive, hoses,	VEHICLE IS	NOT EQUI	PED WITH POWER STEE	RING
connections, flow, pressure. If				
possible, start the engine and				
rotate the steering wheel lock to lock. Is power assist normal? If				
not, it may be necessary to				
check pressure and flow.				
PS fluid level and condition-	NO POWER	STEERING		
Color, contamination, odor				
Steering knuckle-All attachments secure and		ND SECOR	ED PROPERLY	
proper?				
Suspension components – LF	OKAY			
Strut attachments, springs				
intact; control arms properly				
attached, deformed, broken, scraped, etc. Sway bars				
properly attached.				
Strut attachments, springs	TIRE HAS M	ADE CONT	ACT WITH LOWER SPR	ING MOUNT ON THE STRUT
intact; control arms properly				
attached, deformed, broken,				
scraped, etc. RF				
Strut attachments, springs intact; control arms properly	<u>OKAY</u>			
attached, deformed, broken,				
scraped, etc Rear sway bars,				

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS						
	vrolet 9299120	<u>Model:</u> <u>VIN:</u>	Inspection Date: Cobalt 1G1AK52FX57	07/20/2006		
trailing arms properly attached and undamaged. LR Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR Rear axle assembly-deformed, signs of impact, properly located, etc. Deformation to the frame Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass) Stability Enhancement system/components-check for codes with Tech II Engine (normal, other)-Obtain codes using a Tech II. Electrical (normal, other) Warning lights/messages displayed? Describe and obtain codes using a Tech II	OKAY OKAY NONE					
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". DID A SHORT ROAD TEST AND CHECK STEERING OPERATIONS AND BRAKING. FOUND THAT WHEELS RESPONDED TO INPUT MADE WITH STEERING WHEEL AND NO CODES APPEARED ON DASH. VEHICLE HAD A VERY HEAVY VIBRATION AT SPEEDS OF 55 TO 60 MPH, WHICH WAS FELT IN STEERING WHEEL AND DRIVERS SEAT.

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

6 of 8

## 1. IDENTIFICATION:

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	<u>(Goodyear)</u>	<u>(Eagle GA)</u>	( <u>P205/70R15)</u>	<u>(psi)</u>	<u>32nds of inch</u>	
LF	GOODYEAR	EAGLE LS	P195/60R15	<u>31.0</u>	<u>8/32</u>	VWCBAR2R0904
RF	GOODYEAR	EAGLE LS	P195/60R15	<u>31.5</u>	<u>7/32</u>	VWCB3MLR3805
LR	<u>CONTINENTAL</u>	TOURING CONCEPT AG	<u>P195/60R15</u>	<u>30.5</u>	<u>4/32</u>	ACV9BLC
RR	CONTINENTAL	<u>TOURING</u> CONCEPT <u>AG</u>	<u>P195/60R15</u>	<u>6.5</u>	<u>4/32</u>	<u>ACV9BLC</u>

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

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

# LF NAIL FOUND IN TREAD AREA AND NO WHEEL WEIGHTS

RF

#### LR.

RR TIRE HAD 6.5 POUNDS OF PRESSURE WHEN INSPECTION MADE – AIR INSTALLED FOR TEST DRIVE

## 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	P195/60R15	<u>30</u>	
SPARE TIRE	<u>T115/70D15</u>	<u>60</u>	

#### Section 7

SITE INSPECTION

## SITE INSPECTION - PERFORM THE FOLLOWING IF ADDITIONAL INFORMATION MAY BE FOUND:



Check the incident scene for tire marks, gouges in the pavement, debris, or any other marks. Measure location and photograph.

Identify evidence of whether the vehicle left the road prior to, during, or after the incident. Document all locations, distances, stationary objects (guard rails, telephone poles, fences, buildings, etc), nearest posted speed limit signs in the direction of travel, etc...

Identify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.

7 of 8

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS						
<u>Customer's Name:</u> <u>Vehicle Brand:</u> <u>File #</u>	Chevrolet 1-419299120	<u>Model:</u> <u>VIN:</u>	Inspection Date: Cobalt 1G1AK52FX57	07/20/2006		

Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

#### Photograph the scene and property if involved.

#### Comments:

Section 8

#### COMMENT OVERFLOW

Please use this page if needed for additional comments from the inspection form. Please note the section and area the comments are continued from prior to each comment.

#### Section 9

#### OTHER REPORT INFORMATION

#### Check here if there was evidence of a "Fire-Related" event.

According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine.

#### Attachments: (Check all that apply)

☑ Photographs ☑ Data Downloads □ Other Records

## PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name: Vehicle Brand: Chevrolet File #: 1-419299120 Inspection Date: 7/20/2006 Model: Cobalt Vin: 1G1AK52FX57

## Inspector: Gary L. Dixon

Photo #:	Description:
100-4853	VIN PLATE
100-4854	VIN LABEL DRIVERS DOOR
100-4855	ODOMETER
100-4856	YELLOW LIGHT OWNER STATES KEEPS COMING ON – BOTTOM
	RIGHT
100-4857	NO PICTURE
100-4858	FRONT VIEW
100-4859	RIGHT FRONT QUARTER VIEW
100-4860	RIGHT SIDE VIEW
100-4861	RIGHT REAR QUARTER VIEW
100-4862	REAR VIEW
100-4863	LEFT REAR QUARTER VIEW
100-4864	LEFT SIDE VIEW
100-4865	LEFT FRONT QUARTER VIEW
100-4866	GRILL AND BUMPER
100-4867	RIGHT HALF GRILL AND BUMPER
100-4868	LEFT HALF GRILL AND BUMPER
100-4869	CLOSE UP OF DAMAGED BUMPER AREA
100-4870	CLOSE UP OF DAMAGED BUMPER AREA
100-4871	SIDE VIEW OF BUMPER RIGHT TO LEFT
100-4872	SIDE VIEW OF BUMPER RIGHT TO LEFT
100-4873	SIDE VIEW OF BUMPER LEFT TO RIGHT
100-4874	OVERHEAD VIEW OF BUMPER
100-4875	OVERHEAD VIEW OF BUMPER WITH HOOD OPEN
100-4876	ENGINE COMPARTMENT
100-4877	BRAKE FLUID RESERVOIR
100-4878	BRAKE FLUID RESERVOIR WITH CAP REMOVED
100-4879	STEERING WHEEL AND DASH DRIVERS SIDE
100-4880	DASH PASSENGER SIDE
100-4881	CONTROL PANEL
100-4882	FRONT SEATING AREA FROM PASSENGER DOOR
100-4883	FRONT SEATING AREA FROM DRIVERS DOOR
100-4884	EQUIPMENT TAG IN TRUNK
100-4885	SUNVISORS AND HEADLINER FROM PASSENGER SIDE
100-4886	SUNVISORS AND HEADLINER
100-4887	NO PICTURE

				1 of 8
			ATION RESOLUTION	
		IINARY INSPE		
	STEERING, SU	SPENSION, A	XLE, TIRE AND WHEEI	LSYSTEMS
Customer's Name:			Inspection Date:	07/20/2006
Vehicle Brand:	Chevrolet	Model:	Cobalt	07/20/2000
File #	1-419299120	VIN:	1G1AK52FX57	
<u>rnc #</u>	1-417277120	<u>v IIN.</u>	IGIAK52FA57	
Mileage at Inspection:	22709	Inspection Lo	cation: Derek Scott's Auto	Park
				– Hearne, TX 88759
Inspector's phone number: 2	81-376-2696	Inspecte	<u>ed By:</u> Gary L. Dixon	
Section 1	INCO	ECTION SUM		
BRIEFLY Describe the c				
			AME ON AND THEN WE	ENT OUT.
THAT WHEN THE LIGHT	CAME ON THE V	EHICLE WAS	HARD TO STEER AND	SHE WAS APPROACHING A
BRIDGE. ST	ATED THAT WHE	N THE LIGHT	WENT OFF SHE LOST	CONTROL OF THE VEHICLE AND
HIT A GUARD RAIL.			WER STEERING INFOR	RMATION WAS ON THE DRIVER
INFORMATION PANEL A	AND NOT A LIGHT	•		
Following the inercetion	a aummariza tha	facto and aba	or cotion of the lattice and and the	
Following the inspection				ARS TO BE AN IMPACT FROM
				ARS TO BE A PLASTIC OR
				ENT BAR OR ANYOTHER PARTS
				OF THE VEHICLE AND FOUND
				PUT TO STEERING WHEEL.
				IN THE STEERING WHEEL AND
THE SEAT FOUND RIG	ΗΤ REAR TIRE Τ(	) RE UNDERI		DS AND LEFT FRONT TIRE HAS A
NAIL IN THE TREAD AR				
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NAIL IN THE TREAD AR	EA. BRAKING W/	AS GOOD AN ERVIEW - INC ident accordii	D PARKING BRAKE WO IDENT DETAILS Ing to the DRIVER / CLA	DRKED FINE.
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NAIL IN THE TREAD AR Section 2 Provide a complete desc Interview mode: Interview date: 7/19/. Was a police/fire departu Provide driver/claimant's c of other vehicles involved; may be placed in section 9) STATED THA	EA. BRAKING WA	AS GOOD AN ERVIEW - INC ident accordin In Person hed? Yes ent. If there wa is contacted ar RING LIGHT C	D PARKING BRAKE WO DENT DETAILS Incident Date No s a collision, describe all ad the sequence in which AME ON AND THEN WE	IMANT         and Time: 7/07/2006 2:30 PM         collision events; include description they were contacted. (Additional cmts)
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2 of 8
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS
Customer's Name:Inspection Date:07/20/2006Vehicle Brand:ChevroletModel:CobaltFile #1-419299120VIN:1G1AK52FX57
Shoulder 🖉 Curb 📄:       Concrete       Asphalt 🔄 Gravel       Crushed rock       Dirt         Shoulder/Curb Condition:       Dry       Wet       Icy       Other: {         Posted Speed Limit 65 MPH         Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.) NONE         Length of Drive Prior to incident:         Total Time (hrs. & mins.): 15-20 MINUTES       Distance (miles): 7 MILES         Estimate of vehicle speed: 45-60 MPH       mph Source of est.         Estimated vehicle speed at impact UNKNOWN_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       Other       Describe STEERING BECAME STIFF         Suspension       Normal       Other       Describe {         Brakes       Normal       Other       Describe {         Engine       Normal       Other       Describe {         Electrical       Normal       Other       Describe {
Were any warning lights illuminated or driver information center messages displayed? Xes No If "Yes", get the details and describe the event(s). TELL TALE SHOWING POWER STEERING ACCORDING TO
Has the vehicle behavior noted during this incident ever been noted prior to this incident? Yes IN If "Yes", get the details and describe the event(s). <b>STATED THAT SHE HAS HAD THE CAR IN THREE TIMES FOR THIS INFORMATION BEING ON DASH.</b>
Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual noises, smoke or steam observed.
Describe any evasive action: Turning Braking Accelerating Other: {
Describe cargo (in the vehicle interior, trunk and/or trailer (if any): Estimated total weight of cargo:Estimated weight of the trailer, if any. <b>NONE</b>
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: {
How was the vehicle transported from the incident site to the present location? Tow Truck Flat Bed Other <b>DRIVEN FROM SITE</b>
Additional comments concerning the incident:
Section 3 INTERVIEW - VEHICLE HISTORY
Source of information (name, address, phone number, & relationship), if other than claimant:
Comments: (Additional cmts may be placed in section 9)

	3 of 8
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS	
Customer's Name: Vehicle Brand:Imspection Date:07/20/2006Vehicle Brand: File #Chevrolet 1-419299120Model: VIN:CobaltVIN: 1G1AK52FX571G1AK52FX57	
Did the owner purchase the vehicle new? Xes No Date <u>11/07/2005</u> Used? Yes No Date	
VEHICLE MODIFICATIONS / ALTERATIONS Are any vehicle modifications or alterations present, and has any after-market equipment been installed? (e.g., objects attached to the steering wheel or instrument panel, controls for disabled persons, shock absor modified body, electrical components, powertrain, wheels or tires, after-market seats, etc) <u>Describe:</u> NONE {	bers, springs,
VEHICLE REPAIR / SERVICE HISTORY Prior electrical system service? No Yes If yes, describe: DEALERSHIP CHECKED FOR PRO FOUND SEVERAL CODES DEALING WITH COMMUNICATION CODES	BLEM AND
Prior collision repair? No Yes If yes, describe: {	
Repaired by whom? (name, address, phone) {	
Prior chassis system service, repair, or replacement? $\boxtimes$ No $\square$ Yes If yes, describe what was done:	
Prior electrical system components serviced, repaired, or replaced by whom? (name, address, phone number of the serviced serviced) and the serviced	per)
Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)?	No Yes
L	

Section 4

#### VEHICLE INSPECTION – VISUAL/PHOTO

THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSICAL EVIDENCE USING PHOTOS AND WRITTEN OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE APPROPRIATE SECTION. PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMAGE WITH MANY PHOTOS.

#### DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:

FRONT BUMPER COVER IS DAMAGED WITH SCRAPE GOING FROM RIGHT TO LEFT AND NO DAMAGE NOTED TO BUMPER REINFORCEMENT BAR OR ANY OTHER PARTS OF THE VEHICLE.

{

<u>UNDERBODY / FRAME / CHASSIS AREA:</u> Describe <u>any damage</u> to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present. LIGHT SCUFF ON RIGHT FRONT SIDE OF ENGINE CRADLE.

CORNER ASSEMBLIES Struts/shocks

Springs Control arms Comments: Ball joints Steering knuckles Axle assemblies Tire/wheel assemblies

NOTED TIRE RUB ON LOWER SPRING HOUSING OF RIGHT STRUT Confidential GM/PAR

PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS						
Customer's Name:Vehicle Brand:File #1-419299120	Inspection Date:         07/20/2006           Model:         Cobalt           VIN:         1G1AK52FX57					
<u>UNDERHOOD</u> Engine compartment Brake fluid level and condition Comments: BRAKE FLUID LEVEL IS FULL AND COLOR	Power steering lines, hoses, clamps and connections Power steering fluid level and condition R IS LIGHT AMBER, ALL LINES IN PLACE AND NO LEAKS NOTED.					

**PRODUCT ALLEGATION RESOLUTION** 

#### **GENERAL OBSERVATIONS**

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

Comments:

#### NO MODIFICATIONS OR AFTERMARKET EQUIPMENT FOUND.

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Section 5

#### **VEHICLE INSPECTION - PASSENGER COMPARTMENT**

#### **INTERIOR**

Instrument panel Controls Overall view of seat position Photo of options label-glove box/trunk Personal items/cargo

Odometer Steering wheel and column Driver and passenger seat back angle (inclinometer measurement) Sunvisors and headliner

#### INTERIOR INSPECTION (Describe any damage and photograph )

#### NO INTERIOR DAMAGE FOUND

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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.

STF	PRELIMINA	RY INSPE	ATION RESOLUTION CTION XLE, TIRE AND WHEEL	SYSTEMS
Customer's Name: Vehicle Brand: Che	vrolet 9299120	<u>Model:</u> <u>VIN:</u>	Inspection Date: Cobalt 1G1AK52FX57	07/20/2006
ITEM			OBSERVATIONS/TEST R	
Steering system-Are all	YES		JESERVATIONS/TEST P	
components in place and	<u></u>			
connected in a normal manner?				
Can the steering wheel be				TED, STEERING WHEEL
rotated lock to lock with			FROM LOCK TO LOCK V	VITH APPROPRIATE
appropriate movement of the front wheels. Is there any		OF THE FI	RONT WHEEL.	
binding, sticking or uneven feel?				
Steering linkage-Is the linkage	STEERING L	INKAGE IS	GOOD AND FOUND NC	AREAS OF CONTACT
free from cracks, bends,				
fractures, etc. Are there any				
scrapes, abrasions, signs of				
contact with any of the linkage? Gear/rack and pinion-Any sign	NO LEAKS F			
of leakage, damage to boots on	NO LEANOT	OUND		
the rack, contact by foreign				
objects?				
Steering column, ignition switch,	YES AND ST	EERING C	OLUMN IS PROPERLY A	ATTACHED TO DASH
intermediate shaft. Does the column unlock with the ignition				
key "on"? Is the steering column				
properly fastened to the dash?				
Steering pump, drive, hoses,	VEHICLE IS	NOT EQUI	PED WITH POWER STEE	RING
connections, flow, pressure. If				
possible, start the engine and				
rotate the steering wheel lock to lock. Is power assist normal? If				
not, it may be necessary to				
check pressure and flow.				
PS fluid level and condition-	NO POWER	STEERING		
Color, contamination, odor				
Steering knuckle-All attachments secure and		ND SECOR	ED PROPERLY	
proper?				
Suspension components – LF	OKAY			
Strut attachments, springs				
intact; control arms properly				
attached, deformed, broken, scraped, etc. Sway bars				
properly attached.				
Strut attachments, springs	TIRE HAS M	ADE CONT	ACT WITH LOWER SPR	ING MOUNT ON THE STRUT
intact; control arms properly				
attached, deformed, broken,				
scraped, etc. RF				
Strut attachments, springs intact; control arms properly	<u>OKAY</u>			
attached, deformed, broken,				
scraped, etc Rear sway bars,				

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS						
	vrolet 9299120	<u>Model:</u> <u>VIN:</u>	Inspection Date: Cobalt 1G1AK52FX57	07/20/2006		
trailing arms properly attached and undamaged. LR Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR Rear axle assembly-deformed, signs of impact, properly located, etc. Deformation to the frame Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass) Stability Enhancement system/components-check for codes with Tech II Engine (normal, other)-Obtain codes using a Tech II. Electrical (normal, other) Warning lights/messages displayed? Describe and obtain codes using a Tech II Anything components missing?	OKAY OKAY NONE					
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". DID A SHORT ROAD TEST AND CHECK STEERING OPERATIONS AND BRAKING. FOUND THAT WHEELS RESPONDED TO INPUT MADE WITH STEERING WHEEL AND NO CODES APPEARED ON DASH. VEHICLE HAD A VERY HEAVY VIBRATION AT SPEEDS OF 55 TO 60 MPH, WHICH WAS FELT IN STEERING WHEEL AND DRIVERS SEAT.

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

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#### 1. IDENTIFICATION:

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	<u>(Goodyear)</u>	<u>(Eagle GA)</u>	( <u>P205/70R15)</u>	<u>(psi)</u>	<u>32nds of inch</u>	
LF	GOODYEAR	EAGLE LS	P195/60R15	<u>31.0</u>	<u>8/32</u>	VWCBAR2R0904
RF	GOODYEAR	EAGLE LS	P195/60R15	<u>31.5</u>	<u>7/32</u>	VWCB3MLR3805
LR	<u>CONTINENTAL</u>	TOURING CONCEPT AG	<u>P195/60R15</u>	<u>30.5</u>	<u>4/32</u>	ACV9BLC
RR	CONTINENTAL	<u>TOURING</u> CONCEPT <u>AG</u>	<u>P195/60R15</u>	<u>6.5</u>	<u>4/32</u>	<u>ACV9BLC</u>

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

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

## LF NAIL FOUND IN TREAD AREA AND NO WHEEL WEIGHTS

RF

#### LR.

RR TIRE HAD 6.5 POUNDS OF PRESSURE WHEN INSPECTION MADE – AIR INSTALLED FOR TEST DRIVE

#### 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	P195/60R15	<u>30</u>	
SPARE TIRE	<u>T115/70D15</u>	<u>60</u>	

#### Section 7

SITE INSPECTION

#### SITE INSPECTION - PERFORM THE FOLLOWING IF ADDITIONAL INFORMATION MAY BE FOUND:



Check the incident scene for tire marks, gouges in the pavement, debris, or any other marks. Measure location and photograph.

Identify evidence of whether the vehicle left the road prior to, during, or after the incident. Document all locations, distances, stationary objects (guard rails, telephone poles, fences, buildings, etc), nearest posted speed limit signs in the direction of travel, etc...

Identify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.

7 of 8

PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS						
<u>Customer's Name:</u> <u>Vehicle Brand:</u> <u>File #</u>	Chevrolet 1-419299120	<u>Model:</u> <u>VIN:</u>	Inspection Date: Cobalt 1G1AK52FX57	07/20/2006		

Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

#### Photograph the scene and property if involved.

#### Comments:

Section 8

#### COMMENT OVERFLOW

Please use this page if needed for additional comments from the inspection form. Please note the section and area the comments are continued from prior to each comment.

#### Section 9

#### OTHER REPORT INFORMATION

#### Check here if there was evidence of a "Fire-Related" event.

According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine.

#### Attachments: (Check all that apply)

☑ Photographs ☑ Data Downloads □ Other Records

## PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name: Vehicle Brand: Chevrolet File #: 1-419299120 Inspection Date: 7/20/2006 Model: Cobalt Vin: 1G1AK52FX57

## Inspector: Gary L. Dixon

Photo #:	Description:
100-4853	VIN PLATE
100-4854	VIN LABEL DRIVERS DOOR
100-4855	ODOMETER
100-4856	YELLOW LIGHT OWNER STATES KEEPS COMING ON – BOTTOM
	RIGHT
100-4857	NO PICTURE
100-4858	FRONT VIEW
100-4859	RIGHT FRONT QUARTER VIEW
100-4860	RIGHT SIDE VIEW
100-4861	RIGHT REAR QUARTER VIEW
100-4862	REAR VIEW
100-4863	LEFT REAR QUARTER VIEW
100-4864	LEFT SIDE VIEW
100-4865	LEFT FRONT QUARTER VIEW
100-4866	GRILL AND BUMPER
100-4867	RIGHT HALF GRILL AND BUMPER
100-4868	LEFT HALF GRILL AND BUMPER
100-4869	CLOSE UP OF DAMAGED BUMPER AREA
100-4870	CLOSE UP OF DAMAGED BUMPER AREA
100-4871	SIDE VIEW OF BUMPER RIGHT TO LEFT
100-4872	SIDE VIEW OF BUMPER RIGHT TO LEFT
100-4873	SIDE VIEW OF BUMPER LEFT TO RIGHT
100-4874	OVERHEAD VIEW OF BUMPER
100-4875	OVERHEAD VIEW OF BUMPER WITH HOOD OPEN
100-4876	ENGINE COMPARTMENT
100-4877	BRAKE FLUID RESERVOIR
100-4878	BRAKE FLUID RESERVOIR WITH CAP REMOVED
100-4879	STEERING WHEEL AND DASH DRIVERS SIDE
100-4880	DASH PASSENGER SIDE
100-4881	CONTROL PANEL
100-4882	FRONT SEATING AREA FROM PASSENGER DOOR
100-4883	FRONT SEATING AREA FROM DRIVERS DOOR
100-4884	EQUIPMENT TAG IN TRUNK
100-4885	SUNVISORS AND HEADLINER FROM PASSENGER SIDE
100-4886	SUNVISORS AND HEADLINER
100-4887	NO PICTURE

## PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name: Vehicle Brand: Chevrolet File #: 1-419299120 Inspection Date: 7/20/2006 Model: Cobalt Vin: 1G1AK52FX57

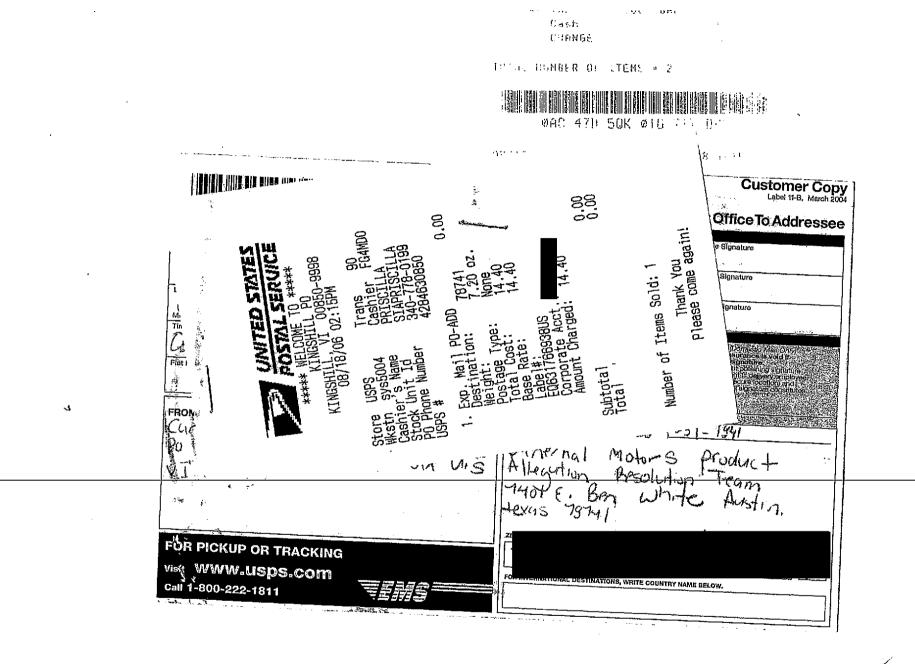
## Inspector: Gary L. Dixon

Photo #:	Description:
100-4888	RIGHT FRONT WHEEL ASSEMBLY
100-4889	LEFT FRONT WHEEL ASSEMBLY
100-4890	RIGHT FRONT STRUT
100-4891	RIGHT FRONT STRUT
100-4892	LEFT FRONT STRUT
100-4893	REAR AXLE ASSEMBLY
100-4894	LEFT REAR WHEEL ASSEMBLY
100-4895	RIGHT REAR WHEEL ASSEMBLY
100-4896	LEFT SIDE STEERING RACK ASSEMBLY
100-4897	RIGHT SIDE STEERING RACK ASSEMBLY
100-4898	NO PICTURE
100-4899	STEERING SHAFT AND KNUCKLE
100-4900	NAIL IN LEFT FRONT TIRE
100-4901	RIGHT FRONT STEERING KNUCKLE AND SURROUNDING AREA
100-4902	LEFT FRONT STEERING KNUCKLE AND SURROUNDING AREA
100-4903	LEFT FRONT SUSPENSION AREA – REAR VIEW
100-4904	RIGHT FRONT SUSPENSION AREA – REAR VIEW
100-4905	RIGHT FRONT SUSPENSION AREA – FRONT VIEW
100-4906	LEFT FRONT SUSPENSION AREA – FRONT VIEW

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

A facsimile from **Caribbean Auto Mart** To: JOE Garcia Service Department Julie Lynch Fax number: 866-270-0217 340.778.0600 12-15-06 Date: **Regarding:** Comments: Here is a final copy of RO. Jose Milan our Rep. Said to Contact you for payment. Copy offero. 1 n receipt for camena was pend 1 n receipt for camena was pend 1 n receipt for camena was pend Not process heres any Questions 340-778-0600 Ext 29 Julie Lynch.

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						PAGE	1	St. Cro		gin Islands 008 ) 778-0600	351
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CLAIM ARE AVAILABL	E FOR (1)	E OR MISUSE. RECORDS SUPPOR FOR (1) YEAR FROM THE DATE OF SERVICING DEALER FOR INSPE	DATE OF	PAYMEN	T   fitne V   Selle	warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor	MISC. CHA		0.0	00	
MANUFACTURER'S REPRESENTATIVE.			authorizes any other person to assume for it any liability in connection with the sale of this	LESS INSU		176.0					
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BIG KMART STORE 3972 SUNNY ISLAND SHOP CNTR ST.CROIX, VI 00820 (340)719-9190
** WELCOME TO YOUR ** ** KMART STORE 3972 **
<b>CASHIER</b> : ROSA S <u>General Merchandise</u>
04177873755 DTU CAMERA 2 @ 1/9.59 19.18
**** TAX .00 BAL 19 18 Cash 50.00 CHANGE 30.82
TOTAL NUMBER OF ITEMS = 2
øac 471) 5QK ø1G 71T DV9
08/10/06 12:53 PM 3972 08 9858 1015
Merchandise included in today's transaction may be returned or exchanged before <b>11/08/06</b> with this receipt.
The complete return & exchange policy is available at the Service Desk
**** THANK YOU FOR **** **** SHOPPING YOUR KMART ****

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The information contained in this facsimile may contain privileged and/or confidential information intended only for the use of the individual listed below. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination or copying of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify this sender by telephone and return the original of this transmission to the sender at the address below via regular United States Mail without making a copy. Thank you.

Dealership: Phone:	Nigel Francis CARIBBEAN AUTO MART (340)778-0600 340-713-1178
Phone:	Joe Garcia 800-231-1841 ext.21260 866-270-0217
DATE: Pages including this cover page: Case Number: Owner's Name:	1-423269007
	2006 Chevrolet Cobalt

The following Material is being forwarded to aid in obtaining facts, measurements, and photo documentation that will assist General Motors in a product investigation. **Please use the enclosed section(s) from the GM PAR Investigation Forms.** 

If you have a question, before or during the inspection, please contact the individual sending this document at the number listed. Please call when you have completed the inspection, before the vehicle is removed from the shop, for final review. **Do not under any circumstances, remove or replace parts from this vehicle unless instructed to do so.** 

No opinions or conclusions should be drawn or communicated to the customer. It will be GM'S responsibility to give a position directly to the claimant.

Using 2-Day Priority Mail, please return completed investigation packet to:

General Motors Product Allegation Resolution Team 7401 E. Ben White Austin, Texas 78741 Attn: Joe Garcia

GM appreciates your assistance in this matter, as our greatest concern is the safety and satisfaction of our owners.

## **GUIDELINES FOR PRODUCT INVESTIGATION**

**CAMERA** - Purchase a 35mm disposable **flash** camera. (Do not buy a panoramic, Polaroid, or Kodak Advantix camera.) Take **four** exterior pictures. The pictures are to be taken from the front, rear, and each side of the vehicle. Take **two** interior pictures. One picture from driver's door opening and the other from outside the right front door opening. Use the entire roll of film taking extra pictures of all damaged areas and/or alleged defects. <u>HAVE FILM</u> **PROCESSED AT A LOCAL RETAILER AND OBTAIN DOUBLE PRINTS. GENERAL MOTORS WILL PAY .5 HOURS ADMINISTRATIVE TIME IN ADDITION TO THE STANDARD INSPECTION TIME**. The original receipt will be returned with an invoiced copy of the repair order and completed investigation package. Retain all receipts since you will be applying for payment per our instructions through the warranty system (WINS) after the inspection is complete.

**REPAIR ORDER** - A repair order is to be generated for the inspection. The repair order, in the complaint section, must read... "*PRODUCT INVESTIGATION PERFORMED FOR GENERAL MOTORS ON **/**/98*." Make sure it is in the owner's name and the heading is filled out. You should include a copy of the **INVOICED** (totaled) repair order with the rest of the completed investigation package before a claim can be processed (SEE INSTRUCTIONS SHEET).

DO NOT MAKE ANY NOTES ABOUT FINDINGS OF INSPECTION ON THE REPAIR ORDER!

**PHOTOCOPY THE SALES AND SERVICE FILE** - Sales file if this vehicle was sold at your dealer. **COPY THE SERVICE FILE** - Hard copies, front and back, and accounting copies for ALL service visits.

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GENERAL MOTORS WILL NOT PAY FOR TOWING OR RENTAL CARS !!! DO NOT INCLUDE IN REPAIR ORDER !!! THESES ARE THE OWNER'S RESPONSIBILITY.

The following items need to be mailed to myself at General Motors at the address on the cover sheet: (Use \$3:00 U.S. Mail 2-Day priority if possible.)

- ____ Completed Investigative Sheets
- _____ 35 mm photos (Disposable Flash Camera)
- Copy of Invoiced Repair Order (Totaled)
- _____ Additional notes/comments
- _____ Estimate of vehicle damage
- All applicable copies of police/fire/sales/service records

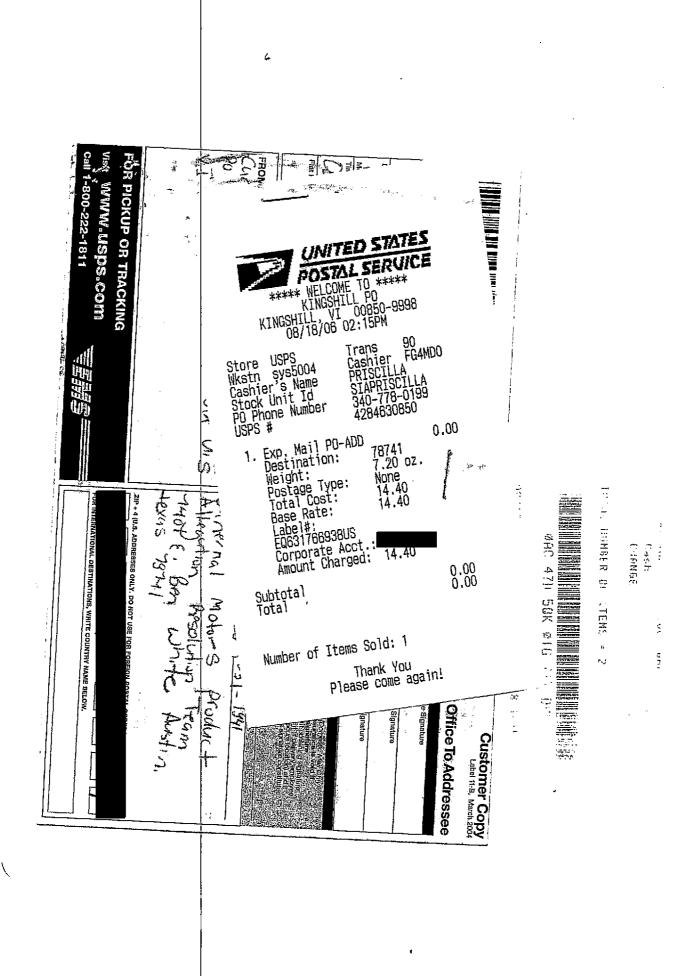
PLEASE DISCARD ALL INFORMATION RELATING TO THIS INVESTIGATION UPON THE ACKNOWLEDGMENT THAT GENERAL MOTORS HAS RECEIVED ALL THE MATERIALS.

Revised 3/18/2004

A facsimile from Caribbean Auto Mart Garcia To: JOL Service Department Julie Lynch Fax number: 866-210-0217 340.778.0600 Date: 12-15-06 **Regarding:** Comments: Here is a final copy of RO. Jose Milan our Rep. Said to Contact you tok payment. Copy of Ro. 1 N. Recept for Camera 11, 11, Express any Questions 340-778-0600 EX+29 Julie Lynch.

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00851 HOME: BUS:			PAGE 1			Fax: (340	)) 778-1951	
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VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REA UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WIT	LACED	Sailer h warrani implied	ereby expressly disclain ties either express , including any im ty, of merchantability for a particular pury	ns all or volied	SAS, OIL, L		0.0	0
ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PA NOTIFICATION AT THE SERVICING DEALER FOR INSPECTI	J THIS YMENT	warrant fitness Seller	ty of merchantability for a particular purp neither assumes	pose.	UBLET AM		0.0	
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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON	(DATE)	CUSTO	MER SIGNATURE		LEASE PA			
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Dec-15-2006 11:00 MA Caribbean Automart 3406925339



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e <b>k</b> mart.	
BIG KMART STORE 397	2
SUNNY ISLAND SHOP CN	
ST.CROIX, VI 00820	
(340)719-9190	
** Welcome to your **	
** KMART STORE 3972 **	
CASHIER: ROSA S <u>General Menchan</u> dise	
04177873755 DTU CAMERA	
2@ 1/9.59~	19.18
**** TAX .00 BAL Cash	19-18 50-00
CHANGE	50.00 30.82
TOTAL NUMBER OF ITEMS = 2	
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Merchandise included in toda	y ' ຣ
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Merchandise included in today's transaction may be returned or exchanged before **11/08/06** with this receipt.

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DATE: Pages including this cover page: Case Number: Owner's Name:	(3)
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- Estimate of vehicle damage
- _____ All applicable copies of police/fire/sales/service records

PLEASE DISCARD ALL INFORMATION RELATING TO THIS INVESTIGATION UPON THE ACKNOWLEDGMENT THAT GENERAL MOTORS HAS RECEIVED ALL THE MATERIALS.

## PAR GMWA Pre-Authorization/Warranty Claim Tracking Form

Customer and Vehicle Information					
Date	12/15/06		-423269007		
Customer Name					
VIN	1G1AM55B067				
In-Service Date	1/28/06	Service Contract?	No		
Current Mileage	9000	Purchased New/Used?	New		
Warranty Blocked?	No				
Branded Title?	No	Mileage at Purchase	11		
	Dealer and Claim Ir				
Dealer Name	Caribbean Auto Mart-St.Cr	oix, Inc.			
Dealer Svc Mgr	Nigel Francis	Dir Warranty Admin:	Julie Lynch		
Dealer Phone	340-778-0600	Dealer Fax	340-778-1951		
Dealer BAC	177155				
Dealer Division and Code	13-Chev-40810				
Repair Order Number Repair Order Close Date	044183 12/15/06				
Labor Op. Code Z1242	Dollar Amt:	_			
Labor Op. Code 21242 Labor Op. Code 21243	Dollar Amt:	176.02	I		
Cause Code (CC)	MJ	170.02			
Failure Code (FC)	98				
PUT EVERYTHING IN NET AMOUNT Labor Hours and OLH: Parts and Labor Costs:	DO NOT PUT IN HOURS				
Net Amount:		176.02			
DO NOT H ROUTE THIS CLA	\IM	-			
Authorization Code:	DO NOT PUT IN AN /	AUTH CODE			
Additional Comments for Deal					
IF THIS CLAIM SHOULD RE. AND FAX A COPY OF THE R			DAP		
	etain Copy with Deale				
	Internal PAR Info				
Complaint:	1				
	Steering				
Cause:					
	No cause found				
Correction:	•				
	No correction done				
Justification:	No defect w/allegation proc	duct			
PAR CRM	Joe Garcia				

## PAR GMWA Pre-Authorization/Warranty Claim Tracking Form

	Customer and Vehicle	Information	
Date	12/15/06		1-423269007
Customer Name		•	
VIN	1G1AM55B067		
In-Service Date	1/28/06	Service Contract?	No
Current Mileage	9000	Purchased New/Used?	New
Warranty Blocked?	Νο		
Branded Title?	Νο	Mileage at Purchase	11
	Dealer and Claim In		
Dealer Name	Caribbean Auto Mart-St.Cr	oix, Inc.	
Dealer Svc Mgr	Nigel Francis	Dir Warranty Admin:	Julie Lynch
Dealer Phone	340-778-0600	Dealer Fax	340-778-1951
Dealer BAC	177155		
Dealer Division and Code	13-Chev-40810		
Repair Order Number Repair Order Close Date	044183	_	
Labor Op. Code Z1242	12/15/06		
Labor Op. Code 21242 Labor Op. Code 21243	Dollar Amt: Dollar Amt:	176.02	
Cause Code (CC)	MJ	176.02	
Failure Code (FC)	98		
PUT EVERYTHING IN NET AMOUNT Labor Hours and OLH: Parts and Labor Costs:	DO NOT PUT IN HOURS		
Net Amount:		176.02	
DO NOT H ROUTE THIS CLA	NM	110.02	
Authorization Code:	DO NOT PUT IN AN A	AUTH CODE	
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IF THIS CLAIM SHOULD RE.			SAP
AND FAX A COPY OF THE R			
K	etain Copy with Deale		
	Internal PAR Info	mation	
Complaint:			
somplami.			
	Steering		
Cause:	1		
	No cause found		
Correction:	7		
	No correction done		
Justification:	No defect w/allegation proc	luct	
PAR CRM	Joe Garcia		
70 00000000000000000000000000000000000	000000000000000000000000000000000000000	000000000000000000000000000000000000000	

A facsimile from **Caribbean Auto Mart** Garcia To: JOR Service Department Julie Lynch Fax number: 866 -210-0217 340.778.0600 12-15-06 Date: **Regarding:** Comments: Here is a final copy of RO. Jose Milan our Rep. Said to Contact you for payment. Copy of Ro. 1 n recept for camera was pend Not process heres any Questions 340-778-0600 Ext 29 Julie Lynch.

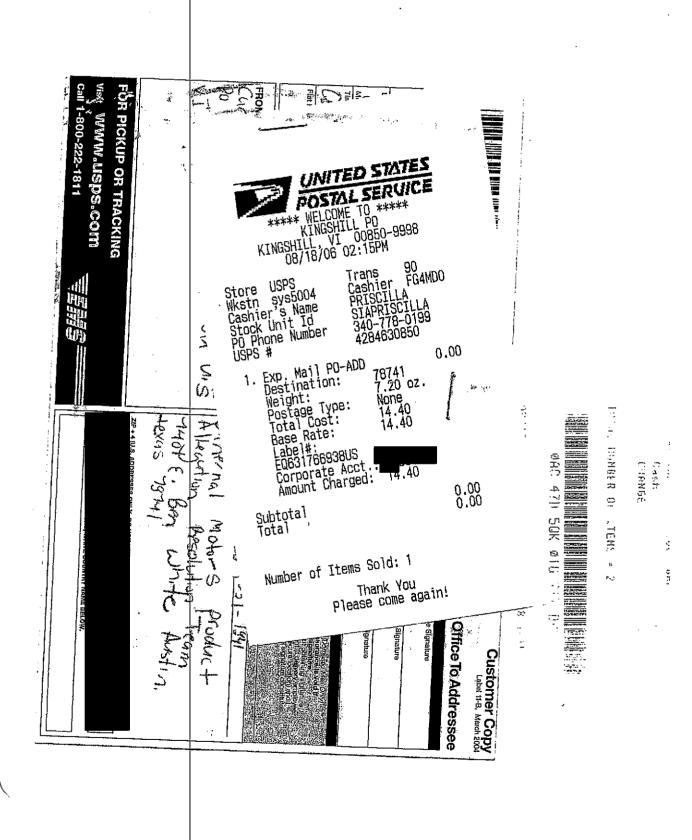
42102	<b>4 4 1 8 3</b> *WARRANTY*	P.O. BOX 2570, Kingshill St. Croix, U.S. Virgin Islands 00851 Phone: (340) 778-0600
HOME: BUS: CELL: COLOR YEAR MAKE/MODEL	PAGE 1 SERVICE ADVISOR:	Fax: (340) 778-1951 <u>571 JULIE LYNCH</u> ILICENSE MILEAGE IN / OUT TAG
BLACK 06 CHEVROLET COBALT	1G1AM55B067 ROMISED POINO	9224/9224 T111 RATE PAYMENT INV. DATE
	0 15DEC06 PTIONS: STK:12773 DLR:CA	0.00 CASH 15DEC06
10:21 15DEC06 10:28 15DEC06		LIST NET TOTAL
A CUSTOMER STATE STEERING WHEEL	LOCK UP (PRODUCT INVES	
41435 CAUSE: . E7520 LOCK, STEERING WHEEL (ELECTRIC PARK) REPLAC		
424 WG 2.00 FC: 6C PART#: COUNT: 0 CLAIM TYPE:		142.44 142.44
AUTH CODE: OM		
	0 0 TPARTS 2600 14244 TLABOI	
SUBL UNITED STATES POSTAL SERVIC PO#4284630850 WG		14.40 14.40
SUBL KMART PO#3972089858		
WG	THANK YOU FOR ALLOWIN	19.18 19.18 IG US THE OPPORTUNITY
	TO SERVE YOU.	
COST, SALE, & COMP TOTALS	5958 17602 0	
ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY INFORMATION CONTAINED HEREON IS ACCURATE UNLESS O SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO O OWNER. THERE WAS NO INDICATION FROM THE APPEARAN VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY	THAT THE STATEMENT OF DISCLAIMER THERWISE The factory warranty constitutes al HARGE TO of the warranties with respect to CE OF THE the sale of this item\items. The REPLACED Seller hereby expressly disclaims al	LABOR AMOUNT         142.44           PARTS AMOUNT         0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	176.02
	item/items.	SALES TAX	0.00
	connection with the sale of this	LESS INSURANCE	0.00
MANUFACTURER'S REPRESENTATIVE.	authorizes any other person to assume for it any liability in	TOTAL CHARGES	176.02
CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMEN NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION B	fitness for a particular purpose.	MISC. CHARGES	0.00
UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH AN' ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THE		SUBLET AMOUNT	33.58
VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACE	Seller hereby expressly disclaims all	GAS, OIL, LUBE	0.00
OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF TH	the sale of this item tems. The		0.00

## WARRANTY COPY

3406925339

Dec-15-2006 12:25 PM Caribbean Automart



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ň.	
9	
BIG KMART STORE 3972 SUNNY ISLAND SHOP CNTR ST.CROIX, VI 00820 (340)719-9190 ** WELCOME TO YOUR **	
** KMART STORE 3972 **	
CASHIER: ROSA S <u>GENERAL MERCHANDISE</u> 04177873755 DTU CAMERA 2 @ 1/9.59~ 19.18	
**** TAX .00 BAL 19 18 Cash 50.00 CHANGE 30.82	
TOTAL NUMBER OF ITEMS = 2	
ØAC 471) 5QK Ø1G 71T DV9 08/10/06 12:53 PM 3972 08 9858 1015	
Merchandise included in today's transaction may be returned or exchanged before <b>11/08/06</b> with this receipt.	

**** THANK YOU FOR **** **** SHOPPING YOUR KMART ****

• •



P.O. EOX 2870, Kingshill, St. Croix, U.S. Virgin Islands 00851 Phone (340) 778-0600 · Fax: (340) 778-1951

ALL CLARKS A JE FEITCENED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. 1 0.000 FURD SIGN ELECTRICAL OR SPECIAL ORDER PARTS. NO REPURED ALLER CLARKS, 15% RE-STOCK CHARGE ON ALL RETURNED PARTS.

#### **DISCLAIMER OF WARRANTIES**

thy warranties on the product sold hereby are to use and use the manufacturer. The soller heroby expressly disclaims all warranties, either express or implied, including by implied warranty of merchantability or fernices to a particular purpose, and the soller neither assumes nor authorized any other person to assume for it any liability is pronection with the sale of said products.

ATE ENTERED	YOUR ORDER NO.					
	100A ONDER NO.		INVOICE DATE	INVOICE NUMBER	4874	
5 AUG 06	15232752 10368516	DESCRI	TERMS TERMS PTION LI AXLE KITL33 ABSORBER 75	NUMBER	4 75.94	) VI
	88964092 10359410 15798898 15803767 15802533 22667249 22715554 22700086 15782690 19113751	WH F - W - KN V - FR LT P2 F2 F2	EEL KIT     945       SHAFT KI     346       STRUT KI     138       ARM     201       GEAR KIT     415       UCKLE     199       BEARING     298       AME     1029       NK     75       055017     259	5.96 945.96 5.24 346.24 5.09 138.09 5.15 201.19 5.40 415.40 5.84 199.84 5.83 298.83 5.51029.59 5.06 75.06 5.16 259.16 5.38 67.38	5 945.96 346.24 138.09 201.15 415.40 199.84 298.83 1,029.55 75.06 259.16 67.38	
APPINESS. 1		IM NEVER Z DIDNYT	PARTS SUBLET FREIGHT SALES TAX	DTAL	<u>5,580.54</u> <u>C.00</u> <u>C.00</u> \$5,520.54	

AUG 21 2006 10:18 FR SITEL	CORPORATION	512 356 1211 TO 918662700217	P.02/04
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AUG 14 2006 10:15 FP 01761 LORPORATION 2483624294 TO 913407131178 P.02/04

## PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION

(page 1 of 3)

Claimant's Name (	Rett	VIN: 1 C 3 K and 2 C C C A set
Inspected By: Phone:	inspe	Organization;Mileage at Inspection;
		INSPECTION SUMMARY
of this tipe Th of the	- Space for	The most damage take place
	j]: inte	RVIEW - VEHICLE HISTORY
1. Name, address &	<b>\$ phone numbe</b> : of person	r being interviewed:
	••••••••••••••••••••••••••••••••••••••	
Describe existing		time of the incident(e.g. warning lights "On", engine miss, etc.);
Repairs outside of	warranty (what, when, by w	
Repairs outside of	warranty (what, when, by v	whom?).

AUG 21 2006 10:18 FR SITEL COR	PORATION 512 35	6 1211 TO 9186627	700217 P.03/04
AUG 14 2006 10:15 PP 40351 C #POPAT	F10N 2483624294	4 TO 913407131128	o. 93×94
			(page 2 of 3)
311: V	EHICLE INSPECTION	NC	
The vehicle inspection documents the onysical evi your observations in the following section, you will Take color photographs of the following:	idence via color photogra be following a methodica	aphs and written obser al inspection format	vations. By recording
A. Exterior: Front Right side Rear VIN Left side	G	5	
Comments: $\sqrt{E_{N}}$	MAGE TROM	Kiemper -	to Voumper

#### B. Brakes:

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	Front assemblies Rear assemblies with drums removed mments: <u>Va da a vara teore</u> <u>Brakke</u>
c.	Interior: Instrument panel & odometer List all driver electrical controls which are in the "On" position: <u>No dimmest</u> to inte Bior
Cor	mments:
D.	Underhood: Engina compartment Master cylinder and brake fluid ras arvoir Brake lines and hoses ABS/TCS Modulator
Cor	nments: No source +. Underhood

#### E. Underbody:

Scrapes or impact damage on the following: Fuel tank Tires/Wheels

Comment	ts:	FRO	-÷	<u>` \</u>	. : > : <u>c. <del>.</del> .</u> .	Rea	s Ax	三、	La	-t-	Riol	<u>it L</u>	<u>o</u> we x.
Cont	ROL	LAN	<u>n, tra</u>	<u> 1977 - 19</u>	<u></u>	523	C. B. Sam Y	$\sim 2$	a hat	Ni wate	S'and Gont	1 80	
<u>and</u>	يە ج	the B	<u></u>	<u>, i k</u>				/	<u></u>	, ,	/		
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<u>)</u> T

ER - MARKETT

F. General Observations (Take photographs if applicable):  $M_{\odot}$ 

Anything on vehicle which is after marker ....

AUG 21 2006 10:19 FR SITEL CORPORATION	512 356	1211 TC	9186627002	17 P.04/04
AUG 14 2006 10:15 FR STIE: COMPORATION	2483624294	TO 91340	37131178	P.04/04
				(page 3 of 3)
Anything on vehicle which is a modification:	-			
Other relevant information:				
		·····		
Other Comments:				

,

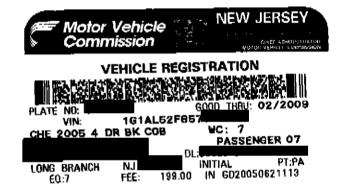
** TOTAL PAGE 04 **

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

Halima Shaw
(Halima_Shaw@gmexpert.com)
(800) 231-1841 x 11277 (Ph)
(866) 592-1363 (Fax)
General Motors Corporation
c/o MSX International, Attn: BRC Legal
1919 Concept Drive, Warren, MI 48091

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ROBERT M SILVERMAN** CRAIG THÔR KIMMEL**

* Member, PA Bar Member, NJ Bar * Member, NJ Bar * Member, NA Bar * Member, MD Bar * Member, DH Bar * Member, DC Bar * Member, DC Bar * Member, CO Bar



1-800-LEMON LAW

CORPORATE HEADQUARTERS 30 E. Buder Pike Ambler, PA 19002 P (215) 540-8888 F (215) 540-8817 JACQUELINE C HERRITT ROBERT A. RAPKIN HY DAVID RUBENSTEIN³⁰ VIVIAN BENZ FEIKIN⁴ AMY D. COX² LOUI3 DOBI, R² HILARY WIGATLEY TAYLOR⁴ HILARY WIGATLEY TAYLOR⁴ HILARY WIGATLEY TAYLOR⁴ BARRY R. WINDERMAN JACQUELINE BRADFORD PORHO MELISSA K. FIALA⁵ MANGELA K. TROCCOLI NGELA K. TROCCOLI TRED DAVIS⁶ ANNE WARD⁴⁰

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005 NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite T11, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344 MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896 DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476 MASSACHUSETTS OFFICE, 45 Pond 5t, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114 PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

September 29, 2006

Halima Shaw (866) 592-1363 (Fax) General Motors Corporation c/o MSX International, Attn: BRC Legal 1919 Concept Drive, Warren, MI 48091

RE: Case No: 06-21578

Dear Ms. Shaw,

Enclosed please find the executed Settlement Agreement And Release for the captioned matter. Enclosed please find the filed Order To Settle for the captioned matter.

Please forward the settlement checks when they are available.

If you need additional information, please contact this office immediately.

Very truly yours,

Patricia A. Murray

PAM/rc c.file

### RELEASE OF CLAIM

1. We, there is a substrain the second provided the second provided to be addressed by the second provided 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 attorneys 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 Releasors.

2. As consideration for this Release, and for the payment described above to be tendered in the form of three checks: the first, in the amount of \$14,961.82, made payable to GMAC; the second in the amount of \$4,079.01, made payable to \$1,900.00, made payable to Kimmel & Silverman, P.C.

Note: These checks are subject to change if current registration; signed offer letter and signed Releases 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, Releasors 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 Vchicle is damaged, disabled, driven excessively or destroyed in any manner up to and including after Releasors 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, Releasors shall tender said Vehicle with clear title to GMC upon receipt of \$20,940.83, 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 Releasors of \$20,940.83, 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 2005 Chevrolet Cobalt as determined by the NADA book, at the time this Release is executed by Releasors.

(iv) That the Vehicle shall not exceed 13,500 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 Releasors 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 Releasors;

(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 Releasors and their attorneys have reviewed the provisions of this Release and that the contents of this Release have been explained to Releasors by counsel prior to its execution;

(f) That Releasors represents and warrant that they are entitled to give a full and complete release of the claims which are the subject hereof;

(g) That Releasors have not assigned or otherwise transferred any interest in any claims which are the subject hereof;

(h) That Releasors 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 Releasors do hereby for themselves, their 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 Releasors and that this document of 3 pages contains the entire agreement between Releasors and GMC.

The undersigned has carefully read and understands this release and signs it to resolve the claim described above.

CURRENT VEHICLE MILEAGE 13 898	DATE SIGNED: <u>9-2-6-01</u>
WITNESS:	
Claimant's Signature	Claimant's Signature
•	



Address Address Salber ty, State, Zip Code State/Zip Code STATE OF COUNTY OF uptunder Sworn to (or affirmed) and subscribed before me this 2000, by Cover J. Bryan and Mandy S. Sappleton. day of N English Signature of Notary Public CTARY FURLIC OF KEW JESSEY Completion Explana 1/14/2019 Print, type or stamp Commissioned Name of Notary Public OR Produced identification Personally Known Type of identification Naw Wer Yul DRIV. huc. My commission expires: 01/14/2010

CC: File LG0025-T Rev 8/29/06



Privileged and Confidential Information CASE ASSESSMENT - LEGAL (NON SMALL CLAIMS) By: Halima Shaw State: New Jersey Customer Name: Service Request: 1-425386805 GM Legal File No.: BAC Code: 111221 Vehicle ID No.: 1G1AL52F657 In Service Date: 02/11/05 Vehicle is: New Year, Make & Model: 2005 Chevrolet Cobalt Vehicle Purchased Used on: {n/a or mm/dd/yy} at odometer {odometer} Lien holder: GMAC Other : VEHICLE REPAIR HISTORY Engine/Fuel/Exhaust RO #: **Description of Complaint and Repair Performed:** Date: Days Out: Mileage: 10/20/05 46956 While driving vehicle lurching forward like customer was hit in rear by 5 6,856 another vehicle. CND □ Restraints Date: RO #: Days Out: Mileage: **Description of Complaint and Repair Performed:** 08/02/05 117068 4,437 1 Replace jumper harness wiring. 10/20/05 46956 6,856 Air bag light came on. Short in coil. Replace coil.  $\boxtimes$  Steering Date: RO #: Davs Out: Mileage: Description of Complaint and Repair Performed: 10/20/05 46956 * 6,856 Power steering locked up. Power steering light is on. Check engine light is on. Internal short in column assembly. Replace steering column assembly. 10/26/06 47120 1 6,874 Towed In. Steering locked up. Feels like transmission banging into gear. CND 10/27/05 47152 2 6,894 Power steering light came on and TC light on. Shorted pin connector in main harness. Repaired wiring to connections. Transmission pops out of gear. Related to above line. 08/05/06 55620 1 13,127 Vehicle towed into shop. Power steering locking up. Messages on information center. Bad connection to body and engine control modules. Per Bulletin #PIC4145. Repaired wiring connection to body control module and engine control module. Performed multi point service check and advised customer of fuel injector service throttle body service. Customer declined.

## THE STATE LEMON LAW READS:

Days out of service: 20 Repairs 3 Time period 24 months / 18,000 miles Does Lemon Law state nonconformity must continue to exist? Y

Revised 6/1/2006

Number of repair attempts in the presumption period: Total days out of service during the presumption period: Total days out of service during customer's ownership: 3 same 1 new 9 9

# RECOMMENDATION AND RATIONALE

The customer is within presumption and has multiple steering complaints. I will offer 2,500 plus a steering component letter. If not, I feel it should be repurchased.

# REASON FOR REMOVAL

{TEXT}

CRM FINAL OFFER:	{CASH/REP/TRADE}:	DATE: {Date}	OFFER TO CUST: \${Amount} ATTORNEY FEES: \${Amount} OR INCLUSIVE OFFER: \${Amount}
PLAINTIFF'S FINAL DEMAND:	{CASH/REP/TRADE}:	DATE: {Date}	AMOUNT TO CUST: \${Amount} ATTORNEY FEES: \${Amount} OR INCLUSIVE OFFER: \${Amount}
TEAM MANAGER APPRO	VING: {Name}		Date: {Date}

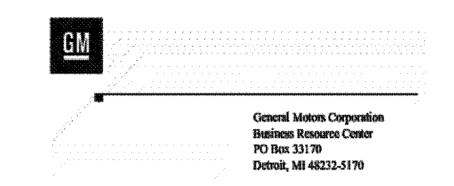
Halima Shaw (Halima_Shaw@gmexpert.com) (800) 231-1841 x 11277 (Ph) (866) 592-1363 (Fax) General Motors Corporation c/o MSX International, Attn: BRC Legal 1919 Concept Drive, Warren, MI 48091

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LONG BRANCH NJ DL: PASSENGER P E0:7 FEE: 199.00 IN GD20050621113	PLATE NO. 1011010000000000000000000000000000000	VEHICLE REGISTRATION	Commission
PT:PA 621113	02/2009		ERSEY

.



VIA FAX ONLY

September 14, 2006

Finance Department All American Chevrolet, Inc. P.O. Box 400 Middletown, NJ 07748

RE:

Service Request: 1-425386805 2005 Chevrolet Cobalt Vehicle Identification Number: 1G1AL52F657 Customer Relationship Specialist: Halima Shaw

Dear Finance Department:

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

• All sales purchase and finance agreements, including a conversion invoice (if any), the incentives acknowledgement form, and the Actual Cash Value statement of any trade.

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact 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

LG0040 V6302006















30 EAST BUTLER PIKE AMBLER, PA 19002



OCT 1 0 2006

Halima Shaw (866) 592-1363 (Fax) General Motors Corporation c/o MSX International, Attn: BRC Legal 1919 Concept Drive, Warren, MI 48091

48091+6013 0037

I.I. Markellin Markellin Markellin Markellin Markellin I.

ROBERT M. SILVERMAN** CRAIG THOR KIMMEL**

* Member, PA Bar * Member, NJ Bar * Member, DE Bar * Member, NY Bar * Member, MD Bar * Member, OH Bar @ Member, DC Bar * Member, AZ Bar * Member, CO Bar



### 1-800-LEMON LAW www.lemonlaw.com

CORPORATE HEADQUARTERS 30 E. Butler Pike Ambler, PA 19002 P (215) 540-8888 F (215) 540-8817 JACQUELINE C. HERRITT ROBERT A. RAPKIN HY DAVID RUBENSTEIN VIVIAN BENZ PEIKIN AMY D. COX" LOUIS DOBI, R". HILARY WHEATLEY TAYLOR" THOMAS F. BURNS' BARRY R. WINDERMAN JACQUELINE BRADFORD PORRO-MELISSA K. FIALA" IRA P. SMADES' DAVID L. LIEBERMAN'' ANGELA K. TROCCOLI FRED DAVIS'' ANNE WARD''

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 DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
 MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114
 PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

September 29, 2006

Halima Shaw (866) 592-1363 (Fax) General Motors Corporation c/o MSX International, Attn: BRC Legal 1919 Concept Drive, Warren, MI 48091

> RE: V. General Motors Corporation Case No: 06-21578

Dear Ms. Shaw,

Enclosed please find the executed Settlement Agreement And Release for the captioned matter. Enclosed please find the filed Order To Settle for the captioned matter.

Please forward the settlement checks when they are available.

If you need additional information, please contact this office immediately.

truly yours, Uurouf

PAM/rc c.file

### **RELEASE OF CLAIM**

1. We, **Sector** (hereinafter referred to as "Releasors"), as buyers and or lessees of a certain 2005 Chevrolet Cobalt, bearing Vehicle Identification Number 1G1AL52F657; (hereinafter referred to as "Vehicle") and in consideration of payment by General Motors Corporation (hereinafter referred to as "GMC") of \$20,940.83, said payment to be made as outlined below, does for themselves and each and all of their 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 attorneys 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 Releasors.

2. As consideration for this Release, and for the payment described above to be tendered in the form of three checks: the first, in the amount of \$14,961.82, made payable to GMAC; the second in the amount of \$4,079.01, made payable to \$14,961.82, made payable to \$1,900.00, made payable to Kimmel & Silverman, P.C.

Note: These checks are subject to change if current registration, signed offer letter and signed Releases 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, Releasors 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 Releasors 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, Releasors shall tender said Vehicle with clear title to GMC upon receipt of \$20,940.83, 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 Releasors of \$20,940.83, 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 2005 Chevrolet Cobalt as determined by the NADA book, at the time this Release is executed by Releasors.

(iv) That the Vehicle shall not exceed 13,500 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 Releasors 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 Releasors;

(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 Releasors and their attorneys have reviewed the provisions of this Release and that the contents of this Release have been explained to Releasors by counsel prior to its execution;

(f) That Releasors represents and warrant that they are entitled to give a full and complete release of the claims which are the subject hereof;

(g) That Releasors have not assigned or otherwise transferred any interest in any claims which are the subject hereof;

(h) That Releasors 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 Releasors do hereby for themselves, their 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 Releasors and that this document of 3 pages contains the entire agreement between Releasors and GMC.

INTENDING TO BE LEGALLY BOUND BY THE TERMS OF THIS RELEASE THE UNDERSIGNED HAS AFFIXED HIS/HER SIGNATURE THIS _____ DAY OF ______ September_, 20_0_0__.

The undersigned has carefully read and understands this release and signs it to resolve the claim described above.

CURRENT VEHICLE MILEAGE 13 898	DATE SIGNE	id: <u>9-26-0</u>	4
WITNESS:			
	0	Λ	/
Claimant's Signature	Claima	nt's Signature	

Initials:  $h \leq 1$ Page 2 of 3

Address Address Salberg State, Zip Code tate/Zip Code CELCHIAL STATE OF COUNTY OF Sworn to (or affirmed) and subscribed before me this 20 10 , by Cover J. Bryan and Mandy S. Sappleton. ay o**ƙ** WN ENJINSSignature of Notary Public NOTARY PUBLIC OF XEW JERSEY Examination Express 1/14/2019 Print, type or stamp Commissioned Name of Notary Public OR Produced identification Personally Known Type of identification NUU DRIV. h My commission expires: 01/14/2010

CC: File LG0025-T Rev 8/29/06





# MEMO

TO:	General Motors Corp
	Business Resource Center

FROM: All American Chevrolet, Inc. Fred W. Hertrich III

DATE: September 20, 2006

RE:

Service Request: 1-425386805 2005 Chevrolet Cobalt VIN: 1G1A152F657 Customer Relationship Specialist: Halima Shaw

To Whom It May Concern:

Attached are the requested service and sales file for the above referenced customer and their vehicle

If any further information is required, please contact me personally at 302-629-5100 or by fax at 302-629-8428.

Thank you,

Fred W. Hertrich III

### 09/20/2006 15:39 FAX 3026298428

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HERTRICH

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Motor Vehicle	BOX 400 1255		
Deed Wew	MIDDLETOWN, N (732) 671-64		
Dibemo Dama	(,		•
CUSTOMER		DATE 02/11/05 S8244	
LONG	BRANCH NJ		
ADDRESS			ADWICK
D, L., #	2005 CHEVR	SOC. SEC. #D.O.B DULETSALESCOBALT SERALNO. ↓ ↓ ↓ ↓ ↓ 5 2 F 6 5 ∳	
ENTER ORDER FOR	MARF		
BODY TYPE	MILES		
INTERIOR TAIM COLOR		FIFA NEW VEHICLE SALE OR LEASE The only warranties applying to this vehicle are those offic	red by the
Prior to Delivery of the vehicle listed above. one of the following and so advise dealership: . Cash Purchase Finance Purchas IF A CREDIT SALE, REQUIRED INFORMA ON A SEPARATE DISCLOSURE STATEM PART OF THIS ORDER. IF A LEASE, COMPLETE DISCLOSURE OF A AND. CONDITIONS IS CONTAINED ON A CONTRACT.		menufacturer. Dealer seils/leases this vehicle "as is" al disclaims all warranties, either express or implied, incl	nd hereby
IF A CREDIT SALE, REQUIRED INFORMA	TION CONTAINED	Implied warranties of merchantability and titness for a part	ticular pur-
PART OF THIS OBDER	IENT IS MADE A	pose. Any liability of dealer with respect to defects or main this vehicle including, without limitation, those which	oprtain to
AND CONDITIONS IS CONTAINED ON A	ALL LEASE TERMS SEPARATE LEASE	performance or safety, (whether by way of "strict liability," b. dealer's negligence, or otherwise), is expressly excli	ased upon
CONTRACT. TO BE DELIVERED ON OR ABOUT	02/11/05	customer hereby assumes any such risks. The man warranty is not affected by this disclaimer of warranties by	ufacturer's
		IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIA	TE BOX
Additional Equipment (aptions)		This vehicle is sold/leased "as is" and dealer hereby disclaims all warranties, either express or implied, incl	expressly
ETCHING	495.00	implied warranties of merchantability and fitness for a part	ticular our-
	NONE	pose. Any liability of dealor with respect to defects or malitulities vehicle including, without limitation, those which	pertain to
FIRST EXTENDED	1090.00	performance or salety, (whether by way of "strict liability," bu dealer's negligence, or otherwise), is expressly excli	noou beaa
All American Chevrolat has advised the		customer hereby assumes any such risks.	, and
undersigned customer that the purchase of Auto		OR D The only design warranty on this vehicle is the ilmited	d warranty
Theft Registration Protection is voluntary and not		Which is issued with and made a part of this order form. ALL USED VEHICLE SALES AND LEASES-DEALER'S OB	
required as a condition of any financing for the purchase or faces of the above-described vehicle.		The laws of New Jersey require Motor Vehicle Dealers to	make al
		necessary repairs, without charge, or return the full purchar a solo) to the customer in the event a used vehicle sold/it	eased and
Auto Thefl Registration Protection	\$195.00	intended to be registered in this State fails to meet State Standards for the issuance of a certificate of approval due t	
IF A LEASE, THE FOLLOWING	APPLY:	that is not the result of the customer's own act. The un- before entering into this contract, has been informed of	dersigned.
MONTHLY PAYMENT AMOUNT \$ TERM: MONTHS _	i	obligation above and agrees to have the used vehicle inspec	cted within
MILEAGE PER YEAR		14 days from the Issuance of the permanent registration for su	ch vehicle.
CASH DUE AT DELIVERY \$		WAIVER OF DEALER'S OFLIGATION (USED VEHICLE SALE C	
IF A PURCHASE, THE FOLLOWING	3 APPLY: 20315[-00"	The undersigned, has read and understood the above Dealer's	Obligation.
TOTAL PRICE OF VEHICLE	NONE	and does hereby WAIVE AND RELEASE the DEALER'S OBLI make repairs without charge or return the full purchase price (if a	solot If the
		vehicle fails to meet State Inspection Standards for the issu contiticate of approval, unless the cause for the vehicle's rejection	iance of a lis en ilem
		which is "covered" by New Jersey's Used Car Lemon/Warrenty 1995, Chpt. 373).	Law (RL.
	20315.00	<u>×</u>	
State Sales Tax Motor Vehicle Tire Fee - st. Motor NoREar FEE			
Here's centre in the top state of the state of the		Year Make Model	
Registration/Title Fee (Estimated)	242.00	Yeer Make Model Serial No Mileage Trade-in Value NONE Data of _0.	2/11/05
Documentary Fee Document delivery nee (\$33.00)	99.00	Less Balance Owed NONE	
CLERICAL FEE (\$33.00) COMPUTER (\$33.00)	NONE	Net Trade-in AllowanceNONE	
	<b></b> _	Balance Owod to:	
TOTAL	21982.40	Address:	
Ceposit REBATE	2000.00	Info. From Good Thru	
BALANCE IN CASH. CERTIFIED CHECK DR	1400.00	Costomer certifios that the frame on the trade-in vehicle has never any damage or been repaired. All airbags are of original equipment	r susteined
OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY		never been deployed. Also, that the vehicle has never been in a (i) the emission control system tempered with or altered. Customer of	ood or hed
BALANCE DUE ON DELIVERY	18482.40	above mileogo at trade-in vehicle is accurate.	
		Queronterid Signature Da	418
- LIMITO TOUN NIGHTS, INCLUDING Y		E FOLLOWING ARBITRATION PROVISION CAREFU	
The parties to this excerned aver to arbitrate any older	distance or contraverse in	neloding all sourcey claims and any state or federal claims, that may arise not manying thereof, By agreeing to arbitration, the parties understand and agree t	of or refate
waving their riggs to maintain other mailline resemblen	DEMPESSING ALL IN US IN COMPANY	i action or administration and the set is the set of th	
agree to write any right to physic any such claims men-	COME STATING STOLE OF LED	decat chains, as a class action. There are no limitations on the type of clasms	In the second second
during in except for New Car Lemmin Law and Mingnusor	1-Muss Wartanty Act clain	ns which are excluded from arbitration under this agreement. The arbitration sl	hall be con-
<ul> <li>vided by the Association's Ruless Departmention shall to for shall be bloding upon the partice. You further relief so</li> </ul>	a place in New Jersey at - right by other party will be	fe a single arbitrator, "The Costs Included in the achimiton process phull be shu the address of the deulership listed on the Retall Order Form. The decision of e subject to the decision of the arbitrator. THIS ARBITRATION PRO- MAINTAIN A COURT ACTION AND HAVE A HIRY	the arbitra-
LIMITS YOUR RIGHTS IN LUDING Y PLEASE READ IT CAREFUNEY, PRIOR	OUR RIGHT TO	MAINTAIN A COURT ACTION AND HAVE A HIRY	TRIAL.
Accepted By:			
02/11/05 Could on the Authorization	1 Representative	- <u>02/</u>	
Customer agrees that this Order on the face and on ther agrees this Order cancels and supersedes any i	the reverse side and any	y autochangents to it includes all the terms and conditions, if a sale. Cus s of the date signed by Dealer or authorized agent, comprises the con	tomer fur-
exclusive subcolorit of the lorms of the agreement be	Ween Customer and L	Dealer. If Clusterider, other to delivery, plants to longe the unitate descent	ا منطقة الشيا
BINDING UNTIL ACCEPTED BY DEALER OR	HIS AUTHORIZITO RI	All disclosure of all lease information. THIS ORDER SHALL, NOT EPRESENTATIVE, Customer by execution of this Order acknowledge	e dana dana.
FOR EACH SPECIFIC PRE-DELIVERV	cd a true copy of the <i>c</i>	ORIGE YOU HAVE A RIGHT TO A WRITTEN ITEMIZED	PRICE
NOT CHARGE FOR PRE-DRIVERY SE MANUFACTURER, YOU HANNA RICH	RVICES FOR WH	IICH THE AUTOMOTIVE DEALER IS REIMBURSED I N (TEMIZED PRICE FOR FACULSECTION DOCUME ac or older a	BY THE
	D. I am 18 years of a	ut or older a	TARY
Accepted By:			
Date Oppler or Hit Allevitzer	Brownnatelbra		

Date of the ADQUEZE Representative Date of the ADQUEZE Representative Date of Customer Application of Subject TO CANCELLATION — DEPOSIT NON-REFUNDABLE IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

09/20/2006 15:40		HEU RIDER LAR	HERTRICH	
		NT SALE CONTRA Contract Numb		
Buyer (And Co-Buyer) - Name and add	irosz (Include county and zip code)	Croditor (Beller nam ALL AMERICAN 1255 BIGHHAY NIDDLE FORM NJ	CHEVROLET INC. 35	
		cash or on cradit. By eig	ning this contract, you choose to buy the vehicle on credit Amount Financed and Finance Charge according to the	
	nd Model Vehicle 161AL 52F65	Identification No.	Primary Uso for Which Purchased	
	Make Model TH-IN-LENDING DISCLOSURES,.		Insurance. You may buy the physical damage.insurance	
The cost of your amount the cre	Amount . Financed	Totat:Sele Price ' The total cost of your purchase on credit, including your downpayment of SHUL DU to	I this contract requires (see back) from anyone you choose White is acceptable to us. You are not required to buy any order insurance to obtain anoth. You'reboltain to buy any not buy other insurance will not be a factor in the credit approval process.	
4.50 2332073	NA SOUTH THE CHANN CON	¥	If any insurance is checked below, policies or certificates 2 than that hand on the insurance is any policy will describe the period and on doublance any policy of the start of the check the insurance you want and sign below:	
	When Payments Miscal John Are Due ly Seginaling: 03726705 Seginaling: 03726705 DUE 0N 0272	Of as Follows	Optional Credit Insurance.	
Late Charge, ICa payment is not recol charge of 5% of the part of the payment family, or household use and the cash or Prepayment. If you pay of all your debt saily	ntrithet is loto, unless the vehicle is p foetlet\$10.000 or loss.	rimerily for personal,	F¥ramium: → Credit Life \$ <i>Η∠Λ</i> Gradit Disebility.\$3115.70	
Security Interest. You are giving a security in Additional Information: See this contract default any required repayment in full before	for more information including informat the scheduled date, prepayment refunds and	ion about nonpayment, I security interest.	AFERICAN HERITAGE LIFF IN INFORMATION AND A AND	, , , , , , , , , , , , , , , , , , ,
1 Cash price (nclosing st. 2236). See 2 Total downpayment 4 Gross trade-in S	(1628) soor gery is done werdstondenen ne avolf by seller #	A	Utanz (Hame Office Address) Cradit life insurance and cradit disability insurance are nat required to obtain cradit. Your decision to buy or nat buy oradit. Ilita insurance and cradit, disability insurance will not be a factor in the cradit	
minet trade-in \$ N/A	5 E)	Υ.	approval process. They will not be provided unless you sign and agree to pay the axtra cost. Gradi IIIe insurance pays the unpaid part of the emount inflamened fivou die. Credit disability insurance pays the scheduled paymonts due under this contract while you are disabiled. The policines or certificates	
Roop part of these amounts.): A 'Cost of opticinal credit insurance p company or companies	ald to the insurance	ا سن اس	isaued by the named insurance companies may luther limit the coverage that. Cladit Life or Credit. Disability insurance, provides. See the policies or certificates for coverage limits and other terms and conditions. Credit tile insurance and credit sigebility	
Uto S Diazbility S B Other Insurance paid to the insurance C Official face paid to government age			Insurance are for the term of this contract will be an objection to the second se	
<ul> <li>D Government (axee not included in e E Government (cemes and/or registrat ""+", DOC "FEE</li> </ul>	seh price \$ 14/14		Type of Insurance Term Premium \$	
Government certificate of the fees     (Includes \$ security interes     G Other charges (Seller must identify	n recording foo) \$ 147A	an a	(Insurance Company) (Hame Office Address)	
to 34 LIF NJ for NJ.	VICE CON1 \$ 1930.00 PROTECTION: 435.00 TIRE FEE: \$ 7.50		Buyar signature / Date 271705	1
to for to for to for Total other charges and amounts paid	\$ 5 0 othere on your bohalt	s 2747-20 (4)	Co-Buyer Signature Date THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH	
5 Amount financed (3 + 4) HOW THIS CONTRACT CAN BE CHAN contract multiple	GED. This contract contains the entir	s 18795, 10 (5) 9 Agreement between	INSURANCE, YOU MAY NOT DPERATE THIS VEHICLE ON PUBLIC HIGHWAYS	
Buyer Signe X ¹ If any part of this contract is not valid, all c For example, we may extand the time for m See back for other important agreements	ither parts slay valid: We may delay bi aking some payments without extendin	Co-Buyer Signs X refrain from entorcing g the time for making a	any of our rights under this contract without losing them. thers,	
<ul> <li>A gave set 6</li> </ul>		ler. The Seller m	By seeign this contract and rotain its right-	
You are Keep it t	entitled to a copy of the contr o protect your legal rights.	act at the time yo	the second se	
You agree to the terms of this of were free to take is and several to Buyer Signs 7	contract. You confirm that by confirm that you receive "Date" 0571175605"	Co-Buyer Skins 🗶 🚛	this contract, we gave it to you, and you : list in conv. when you signed it. Sauge : and stopper in you the store of the sauge	
Other dwile calgins have at 1991 12.	Kon secony meres in nurvanide giver ( Kon to kon Date	ntire dobi. An other owne o us in this contract; Addrese	r iss person whose name is of the fills to the write but doe	
Creditor Signs ALL AMERICAN (CHEVIT Saller assigns its interest in this contract i under the torms of Setter's agreement(s) Assigned with	0: General Motors Acceptanco Con		Title MAC Automotive Bank D Nuvell Gradit Corporation, d Without recourse or with limited recourse	
ALL AMERICAN CHEVROLED INC Solor By		NLL ANERICAN CI Solor		

22100 NJ 6/2004 (For use in the State of New Jorsey) (1 of 4) Notice: See Other Side Copyright 2001 General Motors Acceptance Corporation. All Rights Received,

THIRD COPY - FOR DEALER

MAC	artBuy" Rider
	Desite Musikas
Doscript	Dealer Number Contract Number
нем 2005 СИЕУК <u>ОДЕТ СОВ</u>	ALT SEDAN LS
BUYER'S LAS	ST PAYMENT OPTIONS
	-
02 11 05	ating to the credit sale of the motor vehicle described above ("Contract" ALI, AMERICAN CHEVROLET INC.
y <u>02 11 05</u> , between - (Mo.) (Day) (Yr.)	M., ABSTON GRENDLET INC.
litor), auyer), All references to "this Contract" include this Rider.	(Buyer) and
In al Marde, Unioss this Rider news atherwise, all words i	uted in this Rider and the rest of this Contract have the same magning. I
ider: the words "you" and "your" refer to the Buyer and Co and any assignce of the Creditor.	o-Buyer. If any, The words "wo," "us," and "our" refer to the Creditor name
	PAYABLE IN INSTALMENTS OF EQUAL AMOUNTS
	/ILL BE DUE ON
may meet your obligation to make this last scheduled payr	(Mo,) (Day) (Yr.)
u may pay the last scheduled payment on its due date; or	
u maxili you have met each of the conditions in the parag soll the vehicle to the Creditor and have the Sale Price ap	
on the vehicle to the Creator and have the Sale Price ap bay the Creditor the difference between the Sale Price ar	
i may enter into a new written agreement with the Credito	
Option to Sell. You have the option to sell the vehicle to . The Sale Price will be the amount of the last scheduled	
Deduction; and, (C) less any Excess Miloage Deduction. Y	You have this option only if each or the following conditions is met:
I have given the Creditor at least 30 days advance writter acted to a specified place so that the Creditor may make #	n notice of your intention to sell the vehicle and you drive the vehicle a a preliminary appreisal of the vehicle's condition;
	rract, including your agreement to keep the vehicle free from all tiens an
	tract except for the amount of the last scheduled payment;
a deliver the vehicle to the Creditor on the due date of signated by the Creditor;	the last scheduled payment (or the following business day) at a plac
	payment the difference between the Sale Price and the last schedule
	Nanual and in the Maintenance Schedule folder and as the manufacture
whave not altered the vehicle without obtaining the prior	written parmission of the Creditor.
exercise this option, you will sign and deliver all docume	ents that may be needed to transfer title to the vehicle to the Creditor.
step it would cost to make all repairs to the vehicle that are apalrs. These costs include, but are not limited to, the amount inted; (b) damaged body, fenders, metal work, lights, trim o ot been replaced with equipment of equal quality and desi- its or fires (including sparo; snow thes are not acceptable (g) forn, damaged, or stained dash, floor covers, seats,	Deduction used to figure the Sale Price will be the amount the Creditor a not the result of normal wear and tear, whether or not the Creditor make sount it would cost to repair or replace: (a) glass that is damaged or the tyo or paint; (c) missing equipment that was in the vehicle when delivered an ign; (d) missing wheel covers, jack or whuel wrench; (a) missing or unset b); (f) any tire with less than 1/6 inch of tread remaining at the shallowes headliners, upholstery, interior work or trunkliners; (h) any mechanica a noisy, rough, impropor, unsete, or unlawful manner; (i) any other damage ble condition.
pendent Appreisel. If you disagree with the Excess Wear : also of the vehicle	and Tear Deduction, you may obtain at your own expense a professions dent third party acceptable to both you and the <u>Conditor II you c</u> hoos
tain a profession:	er of: (1) the amount of the last scheduled pay
ent schedule, mil \$≴ Miloago Doduc	raised value of the vehicle minu <del>s the 9230 dis</del>
ss milicago Deduc ehicle is driven o	o figure the Sale Price v
Option to Refinance. You may onter into a new written agre bly payments under the new agreement will be no greater	r than the average of your regular monthly payments under the Contrac The Annual Percentage Bata for the new agreement may be different from
r ðjang	Co-Buyer Signs <b>D</b>
r owner signs	
tor Signs ALL AMERICAN CHEVROLET INC.	By Title
ior eigna	
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AD-3 (10-90) (10)	TRIPLICATE ORIGINAL - DEALER'S COPY

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09/20/2006	15:40	FAX	3026298428	

HERTRICH

MERICAN HERITAGE LIFE INSURANCE COMPANY

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1776 American Heritage Life Drive Jacksonville, Fl 32224 Phone (904) 992-1776

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, 44				CHEDU			<u> </u>	2969563.
Primary l			Sex	Age32		' Ac	count No.	Effective Date 02/11/2005
Address	LONG B	RANCH NJ		Yrs				
Co-Borr			Sex	Age 32		Secon FS7	d Beneficiary	Group Policy No.
Address	LONG B	RANCH NJ	07740	Yrs.				· · · · · · · · · · · · · · · · · · ·
Соустаде	Term of Insurance		ount of Insu		Cost of Insurance	Maximum . Insur		Maximum Term of Insurance
Decreasing Term	47,094	Single Life     1266	🗖 Joint Li 1.33	ife	N/A	\$40,00	0.00	47 <b>.00</b> 0s
Total Disability	47. ₀ 04	Monthly Bene	^{fit:} 26	9.33	313.70	Maximum Pe 26	r Mo. 9.39	47.00 mos
Term of Loan		First Loan Pay	yment Datc		Termination Age – L	,ife		tement Required
48	mos	03/2	6/2005		3	1.00		es 🗆 No
Maximum Mo. Benefit	Termination Age	– Disability	N	Disability	Waiting Period	Disability Be	enefits	A Retro

READ YOUR CERTIFICATE CAREFULLY. YOUR INSURANCE WILL TERMINATE AT THE END OF THE TERM OF INSURANCE SHOWN IN THE SCHEDULE. IT MAY NOT COVER YOUR DEBT IN FULL. For inquiries regarding your coverage or any other assistance needed pertaining to your Certificate call 800-858-4570.

14

Days

In consideration of the premium paid for this coverage selected in the schedule, we agree to insure as follows:

31.00

### FREE LOOK

269.39

You have the right to examine your Certificate for 30 days. If you are not satisfied, you may cancel it by giving us written notice within 30 days from the date you receive it. When your notice of cancellation is received, any premium received by us will be refunded to your account and the coverage will be deemed void from the beginning.

XX

### DEFINITIONS

"We," "Our," or "Us" means the insurance company issuing this coverage. "You" and "Your" means the Primary Borrower and the Co-Borrower, if insured.

"Creditor" means to whom the indebtedness is owed.

"Effective Date" means the date the Certificate is put in force.

"In Force" means the Certificate is in effect; the premiums are paid and all conditions are met.

### WHEN COVERAGE BEGINS

Insurance on the life of any Borrower insured with respect to a particular debt will commence on the date the indebtedness is incurred.

### ELIGIBILITY FOR COVERAGE

- Subject to our right to require evidence of individual insurability and/or gainful employment, all persons are eligible who: 1. arc not over the Termination Age(s) stated in the schedule, and provided such age is not more than a maximum nor less than a minimum required by statute; and
  - 2
  - are liable to pay or repay sums of money to the Creditor; and are gainfully employed for at least 30 hours a week (for total disability insurance coverage); and 3.
  - agree to pay the required premium to the Creditor. 4

In case of more than one Borrower on the same account, only the first named Borrower, referred to as Primary Borrower or you, and your spouse or business partner as Co-Borrower are eligible for joint life insurance coverage. Only the Primary Borrower is eligible for total disability insurance coverage.

### PREMIUM CHARGES

The premium for insurance provided by this Certificate for each Borrower is the product of the initial amount of indebtedness indicated on the Schedule and the premium rate in effect on the effective date of coverage. The insurance charge for each Borrower will not exceed the premium the Creditor pays to us for such insurance.

GAP ADDENDUM

### НЕКТКІСН 338/Э- NBIC 621534

Borrower	Line All the second
Financial InstitutionCCAC Addrefs_0ROX_1994 City_EAST. HAROVER	Amount Financed 12796-10
insurance on the Collateral. YOU are responsible for maintainin- Collatoral and any other insurance required by the FINANCIN	in OUR Financial GAP Program. GAP does not take the place of g collision and comprehensive insurance for the full value of the IG CONTRACT or applicable law, YOU are responsible for all
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*Please refer to the reverse side of this GAR Addendum for Definitions.

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2007

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# HERTRICH

# Theft Protection Plus Theft Deterrent System 53214 100139

	LIMITED WAF	RANTY REGISTRATION
	first Name:Middle initial:	твр. 1128772
I DAIO TRANCH	State:	· · ·
nite number:	Busines phone number	
EHICLE INFORMATION New Vehicle eke: CREVROLETModel: COBALT	XX Used Vehicle <u>Year</u> 2005 _{VIN:} 161AL52F657	·
10000 00	rotection Plus Thefi Delement System setting price:\$	NONE
EALER INFORMATION ALL AMERICAN CHEVROLIST	TAC 1255 HIGHWAY 23 Street address:	
MIDBLETOWN	N3 07748	
elling a feet plant and a second s	re is, to the best of my knowledge, true. I have read the barein.	terms and conditions on the roverse side 0274172005
Signature	Şignature	
AND WAY TANKAN AND AND AND AND AND AND AND AND AND A	ection Plus Theft Deterrent	ng nangan sagan tang nangan tang nangan sagan sagan sagan tang nangan sagan sagan sagan sagan sagan sagan saga

Limited Warranty

### 4 YEAR 5 YEAR 3 YEAR The ... Their Protection Plas Theft Deterrent System, permanently installed on Vehicle windows,

guarantees to the original owner/lessee of the described vehicle the System installed will be a deterrent against Vehicle theft, and in the event the System fails and the described Vehicle Is stolen and deemed a total loss as a result of unrecovered theft after 30 days we will pay the original owner:

> 1. \$3000.00, or the actual cash value of the vehicle if settlement is less than \$3000.00 2. \$2000.00 additional will be paid if Gustomer purchases a replacement vehicle from selling dealer within 45 days of receipt of payment from primary insurance carrier.

If the vehicle is recovered within 30 days we will pay:

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Up to \$1000.00 deductible reimbursement, payable directly to the customer, but limited to the customer's actual primary insurance deductible amount, or the amount of damage, whichever is less. The \$1000.00 deductible reimbursement is limited to only one such payment for the term of this contract.

SEE IMPORTANT TERMS AND CONDITIONS ON REVERSE SIDE

### DEACTIVATION OF THEFT PROTECTION PLUS THEFT DETERRENT SYSTEM

I do not choose to register my Vehicle under the Theft Protection Plus Theft Deterrent System. I understand that by not accepting the registration, if my vehicle is stolen. I am not entitled to any of the limited warranty protoction provisions provided h Custamen Doaler Representative Signature

White-Theft Protection Plus

Yellow-Dealer Pink-Customer

Signature

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GM				CK and CADILLAC	ENT
USTOMER NAN		, F , 6 , 5 , 7		/ (or see attached	lla(*)
	<u>.</u>				
customer Inc price reduct	totel amount of cu centive(s) be applied	d (3) to the do	own payment of this vehi e price, amount of incer	amed below and request that t icle, (b)where permissible ntive and final price with incent	by faw, as a
DP	incentive Program i A ILAS	jajerence	Amount \$ <u>900</u> ,00 \$ <u>500.</u> 00 \$	<u>GM Incentive Code</u> DPA GD <u>E</u>	
	Totai Incentive Amo		\$ \$ \$		
supported fi	nancing/leasing, etc	a.)	t be in lieu of customer	Incentive programs, for exam	ple, Division
	1959176				
			and/or		
b. I elect to	receive	·. · ·	· ·	·	· · · · · · · · · · · · · · · · · · ·
	• •		DEALER ACKNOWLED		
o the Dealer ne	med below, This veh	nicie was purchaser	d/leased for personal/bu	Identification number which was singss use and not rosaid and if ed in Item and release the	look delivary
rom any future	claim or obligation '	lar			
	er/Lössee Signature			_ Date: <u>02/1/1/2</u> 005	
-				on on this application is true and urcheaer/lessee who has taken	
				rate delivery data has been f	•
Seneral Motors	-	Nh			
		1 11 15		Oete: 02/11/2005 Depler Code:02007	

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### ODOMETER DISCLOSURE STATEMENT

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Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ALL AMERICAN CHEVROLET INC. _______ state that the odometer now

reads ______ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING-ODOMETER DISCREPANCY.

make <u>CHEVR(</u>	) <del>LET</del>		
MODEL		BODY TYPE	SEDAN LS
VEHICLE IDENTIFICATION NUMBER1G1ALS	52F657		
YEAR			
TRANSFEROR'S NAMEALLA	HERICAN CHEV	PRINTED NAME)	
TRANSFERORIE ADDOLESE (STREET)	LIGHWAY 35		
(CITY)	TOWN	(STATE)	07748 (2P CODE)
TRANSFEROR'S NAME X	<u>.                                    </u>	(SIGNATURE)	<u> </u>
DATE OF STATEMENT02/11	/05		
TRANSFEREE'S NAME			
TRANSFEREE'S ADDRESS (STREET)			<u> </u>
	BRANCH	NJ	<u></u>
		(310 MAR 011-)	
		(PRINTED NAME)	

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0/2006

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FAX

33812		GENIENE KANE		910 07/28/0	
			ENBE NO. MILEAGE IN 4.4.37		
			COBALT/SEDAN LS		
				100	
LONG BRANCH,	NJ	RT.E. NO.	P.O. NO.	07/28/05	
LABOR & PARTS J# 2 89CVZ-05	046 RECALL-AZC \$	SYS WIRNG HOURS:	0.30 TECH(S)=	33669	24.6
	POSSIBLE LOSS OF A/I	COOLING DAMAGE THE A/C_P	SESSURE SENSOR TH	AMSDUCER	
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		)ل	DB # 2 COST TOTA	NL 9,99 3 # 2 TOTAL PARTS	15.9
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CLATHO ****	TOTAL 40.45				
CLAIM TOTALS	40.65				
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APPROVE	D BY SIGNATURE				
	P				<b>.</b>
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	P DCS DATA FILE: 6MG 07/28/2005 1509 R0 NUMBER R0 DATE	WARRANTY VIN	NEW CLAIM DIV DEALER	R ODOMETER SER <u>VI</u>	CE ADVISOR #
	P DCS DATA FILE: 6MG 07/28/2005 1509 RO NUMBER RO DATE 117068 07/28/200	WARRANTY WARRANTY 05 1918L52F457	NEW CLAIM DIV DEALEF 3 02007	0DOMETER SERVI 4437	CE ADVISOR #
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100		ľ	JEFF BROD		19925	0	2705705	CVWP110346
ALL AMERICAN CHE	VROLET		ABOR RATE	Ú <u>CENSE NO.</u>		BLA	ICKZGRAY	
1255 HIGHWAY 35			05/CHEVRO		ZSEDAN LS		2/11/05	
P.O. BOX 400			IGIAL	<u>52F65</u>		1.0	-	PRODUCTION DATE
MIDDLETOWN, NJ O		F	T.E. NO.		RO. I	R.O. DATE	/05/05	
732-671-6200	BUSINESS PHONE 732-671-	6200				•		MILEAGE OUT
INS	LIER PDI P VEHICLE TALL MUD F	FOR DELIVE	HOUR RY	S= 1.10	TECH(S):13	139	n and and and and and and the sum day	87.91
CLAIM #				ل.	B# 2 TOT	AL LABOR 8	PARTS	87.91
WARRANTY CLAIM D		1 6				R/0 TAX R/0 TOT	ALS	0.00 87.91
CLAIMA		PARTS	SUB.LAB. 0.00	SUB_PART	600			
CLAIM TOTALS	87.91	0.00	0.00	00.00	0.00	0.00	0.0	0 87.91
APPROVED B		ЪUР	LICAT			*****	*****	****
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PAGE 1 OF 1					ur basstnes		E 3	03 <b>%1</b> 3pm

09/20/2006 15:39 FAX	302629842	8 HERTRICH	42002
	ERICAN CH BOX 400 1255 MIDDLETOWR, N (732) 671-61	LJ 07748	
CUSTOMER		DATE 02/11/05 STOCK 58244	
	BRANCH NJ		
	WORK PHONE	E-MAIL MICHAEL V CHADWICK	
D, L, #		000, SEC. # D.0.B 10/05/72	
ENTER ORDER FOR	2005 CHEVR	IQLET SALES COBALT	
BOOY TYPE SEDAN LS WEAR BLACK	MARF MILES	молд зерьб. но.	
		IF A NEW VEHICLE SALE OR LEASE	
Peter to Delivery of the vehicle listed above of	ustomor shall plact	The only warranties applying to this vehicle are those offered by the menufacturer. Dealer sella/leases this vehicle "as is" and hereby	
ORE of the following and so advise dealership: - Cash Puchase - Finance Purchase IFA GEREOIT SALE, REQUIRED INFORMAT ON A: SEPARATE DISCLOSURE STATEM - RART, OF THIS ORDER, - IFA ALEASE, COMPLETE DISCLOSURE OF A		disclatives all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular pur-	
IN A SEPARATE DISCLOSURE STATEN	IENT IS MADE A	pase. Any liability of dealer with respect to defects or mailunctions of	
AND CONDITIONS IS CONTAINED ON A (	U. I.EASE TERMS	partornalities of ballety, criterios by may or bench tabling, ballet aport	
S DOUNDRACT.		dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturar's	
TO BE DELIVERED ON OR ABOUT	02/11/05	warranty is not affected by this disclaimer of warranties by dealer. IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX	
Additional Equipment (options)	10.350,00	This vehicle is sold/leased "as is" and dealer hereby excrassly	
GAP	495.00	disclaims ell warrenties, either express or implied, including any implied warrenties of merchantability and fitness for a particular pur-	
ETCHING	NORE	pose. Any Rability of dealor with respect to defects or malfunctions of this vehicle includios without imitation, those which pertain to the second s	
FIRST EXTENDED		performance or sately, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and	
All American Chevrolat has advised the		customer hereby assumes any such neks.	. ,
undersigned customer theil the purchase of Auto		OR The only dealer warranty on this vehicle is the limited warranty	· .
Then Registration Protection is voluntary and not required as a condition of any finzinging for the		Which is issued with and made a part of this order form. ALL USED VEHICLE SALES AND LEASES-DEALER'S OBLIGATION	
purchase as a contract of any mancing for the		The laws of New Jarsey require Motor Vehicle Dealars to make all necessary repairs, without charge, or return the full purchase price (if	· ·
INT. CON	·····	a solo) to the customer in the event a used vehicle sold/leased and	•
Auto Theft Registration Protection	<u>\$195</u> . 00	intended to be registered in this State take to meet State Inspection Standards for the issuance of a centificate of approval due to a detect	•
MONTHLY PAYMENT AMOUNT S		that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's	
TERM; MONTHS _		obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.	
CASH DUE AT DELIVERY \$ IF A PURCHASE, THE FOLLOWING		WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE OR LEASE)	,
TOTAL PROCE OF VEHICLE	20315,00	The Undersigned, has read and understand the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S DELIGATION to	
Less Trade-In	NÖHE	make repolits without charge or return the full purchase price (if a sale) if the vehicle fails to meet State inspection Standards for the issuence of a	
		chritticate of approval, unleas the cause for the vahicle's rejection is an item which is "covered" by New Jetsey's Used Car Lemon/Warrenty Law (PL,	
TOTAL TAXABLE AMOUNT	20315.00	1995, Chpt. 878).	
State Sales Tex	1218 90	TRADE IN DESCRIPTION AND ALLOWANCE	
Motor Vehicle Tire Fee - st. Bibler Tublicar EE	7.50	Yepr Make Model	· ·
Registration/Title Fee (Estimated)	242.00	Şərial No Mileage	·
Documentary Fee		Trade-In Value NONE Date of 02/11/05	
DOCIMENT OF THE DOCIMENT OF INFINITER (03.00) CLEMENA, FEE (03.00) COMPUTER (03.00)	99.00 NONE	Net Trade-in AllowanceNONE	
NET PAY-OFF ON TRADE-IN		Balance Owad to:	4
TOTAL	21882.40	Address;	
Oepoelt REBATE	2000.00	Info. From Good Thru	
	1400.00	Customer certifies that the more on the frede in vehicle has never sustained any damage or been repaired. All alrbags are of original equipment and have	
BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY		Never been deployed. Also, that the vahicle has never been in a flood or hed line emission control system tempered with or altered. Customer particles the control system tempered with or altered.	
	18482,40	above mileoge at trade-in vehicle is sceurele.	
ACREEMENT TO ARREPATE ANY OF		Quillionia/s dignature Data	
' I JAMITA TOUR RIGHTA, DICLUDING Y	NIR RICHTTON	E FOLLOWING ARBITRATION PROVISION CAREFULLY, IT MAINTAIN & COURT ACTION.	
		scaling all accuracy chains and any size or federal claims, that may arise out of or relat- manning thereof. By agreeing to arbitration, the partice and count and age agree that they are	
Act, Used Car Lebrer, Low, and Train-in-Learting clutters	processes, sitch as a com-	i action or administrative proceeding, to actife their disputes. New Jersey Commoner Fried	
arbitrated, except for New Car Lemma Law and Magnuson	ang arangony, arao or te Muta Warcanty Actulair	denot also we access a close action. There are no initial time on the type of claims data must be $m_{\rm eff}$ which are contained from which the same state the contained of the same state the same sta	
vider in the Association's the American Arth	uration Apsociation befor	the angle and the second that could be appreciated in the attraction proper shall be shared in pro- the address of the dealership issued on the Retail Coder Form. The abolism of the arbitras	
tor shall be blading upon th LIMITS YOUR RIG PLEASE READ IT	DELETE AVITE IN	e subjess to the decision of the artigmay, THIS ARBITRATION PROVISION MAINTAIN A COURT ACTION AND HAVE A JURY TRIAL.	
	ÍNĠ.		
Accepted By: 02/11/65.		02/bela/us Columnitin Stendars	
Customer agrees that this Order of the face and on	be roverse side and an	v attachments to it includes all the server and eventitions, if a sale. Contemps for-	
exclusive statement of the terms of the agreement to	mur agreements and a Seizen Contonner and I	s of the date signed by Dealer or authorized agent, enoppings the complete and	
BINDING UNTIL ACCEPTED BY DEALER OR	CLWINCH SIMIL QUILING HIS AUTHORIZIND R	Ivil disclosure of all lease information. THIS ORDER SHALL, NOT BECOME	
have read the terms and conditions and however in FOR EACH SPECIFI	rd a true conv of the a	IS TO BE PERFORMED, THE AUTOMOTIVE DEALER MAY	
NOT CHARGE FOR MANUFACTURER, Y		ICH THE AUTOMOTIVE DRALER IS REIMBURSED BY THE	
SERVICE WHICH IS		COMUZED PRICE FOR EACH SPECIFIC DOCUMENTARY	
Accepted By:			
	URJECT TO CAMO		
	AND CONDITION	S ON THE BACK OF THIS ORDER BEFORE SIGNING.	
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09/20/2006 15:40 FAX 3026298428	HERTRICH	<b>4003</b> 3
CHAC SMARTBUT RIDER.		r i
	NT SALE CONTRACT	
as Design Number	Contract Number	
Ruber (divisible Reason Name and address (Include county and zip code)	Groater (Seller name and address)	
	1255 KIGHHAY 35	
LONG BRANCH NJ	NIDEALE FORMY INJ 197748	
You the Buyer (and Co-Buyer, Many), may buy the vehicle described below for	cash or on cradit. By signing this contract, you choose to buy the vehicle on credit	
paymont schedule shown balow.	ry us, the Creditor, the Amount Financed and Finance Charge according to the	
New or Used Year Make and Model Vehicle	Identification No. Primary Use for Which Purchased	
NEH 2005 COBALT 1GLAL S2FAG	7 personal, tamily, or householdagricultural	
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Do not sign this contract in blank. You are entitled to a copy of the cant Reep it to protect your legal rights.	ract at the time you sign.	
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Solor By Rite	ALL ANTERICAN CHEVROLET INC. Solor By The	
72109 NJ 9/2004 (For each in the State of New Jensey) (1 of 4) Notice: Bee ( Copyright 2001 General Motion Acceptance Corporation. At Platte Reserved.		
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09/20/2008 15:40 FAX :		
GMAC		
PRIANCIPAL CONTRACTOR		×
None-argulante	Dealer Number Description of Property	Contract Number
	ROLLI COBALT SEDAN LS	1G1AL52E657
	SUYER'S LAST PAYMENT OPTIONS	1
This SmartBuy# Plan Rider ("Rider") is cort o	of the contract relating to the credit sale o	f the motor vehicle described above ("Contract")
detect02110		CHEVROLET INC.
(Ma.) (Deu) Ñ (Croditor).	(Buver) and	
(Co-Buyer), All references to "this Contract" i		/ .
this filder, the words "you" and "your" refer to	herwise, all words used in this Rider and th the Buyer and Co-Buyer, if any, The word	te rest of this Contract have the same meaning. In is "wo," "us," and "our" refer to the Creditor named
above and any assignee of the Creditor.		TALMENTS OF EQUAL AMOUNTS.
		FEB 26 09
AN INSTALMENT OF \$ \$667.5 You may meet your obligation to make this la		(Mo,) (Day) (Yr.)
1. You may have your congation to make that a 1. You may pay the last scheduled payment of		
<ol> <li>You may it you have met each of the conditional to the conditional the vehicle to the Creditor and have</li> </ol>		our Option to Sell":
b, pay the Creditor the difference between	n the Sale Price and the I	
3. You may enter into a new written agreeme		
Your Option to Sell. You have the option to a Price. The Sale Price will be the amount of the Tear Deduction; and, (C) less any Excess Mile	the last scheduled paymy	ant at tho Salo cess Wear and is is met:
1. You have given the Creditor at least 30 day	ys advance written notice of your Intentio	on to sell the vehicle and you drive the vehicle as
	nts under the Contract, including your agr	of the vehicles condition; sement to keep the vehicle free from all liens and
encumbrances other than the Creditor's lis 9. You have paid the Creditor all amounts owl	· · ·	ount of the last scheduled payment:
<ol> <li>You deliver the vehicle to the Creditor on designated by the Creditor;</li> </ol>	n the due date of the last scheduled pay	yment (or the following business day) at a place
	he last scheduled payment the difference	e between the Sale Price and the last scheduled
8. You have serviced the vohiclo as described	d in the Owner's Manual and in the Maint	enance Schedule folder and as the modulacturer
		······································
requests in any recall campaion; and 7 You have not altered the vehicle without of	btaining the prior written cormission of t	
Z You have not altered the vehicle without of If you exercise this option, you will sign and d	deliver all documents that may be neede	he Creditor. d to transfer title to the vehicle to the Creditor.
Z You have not altered the vehicle without of If you exercise this option, you will sign and a Excess Wear and Tear Deduction. The Excess estimates it would cost to make all repairs to it	deliver all documents that may be neede ss Wear and Tear Deduction used to figu the vehicle that are not the result of norma	ne Creditor. d to transfer title to the vehicle to the Creditor. re the Sale Price will be the amount the Creditor wears and reac whether or not the Creditor makes
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AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive CHAC Jacksonville, Fl 32224 Phone (904) 992-1776

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#### SCHEDULE Account No. Effective Date 02/11/2005 Sex ^{Age}32 Primary ] LONG BRANCH NJ Yrs Address Second Beneficiary ESTATE Group Policy No. Social Security-No Sex Age 32 Co-BOTTOWENDY S SAPPLETON LONG BRANCH NJ Yrs. Address Maximum Term of Initial Amount of Insurance Cost of Insurance Maximum Amount of Term of Coverage โกรมกลาเตอ Insurance Insurance □ Single Life □ Joint Life 12661.33 Decreasing Term \$40.000.00 47.00ps N/A 47.09 Maximum Per Mo. 269.39 47.00 Monthly Benefit: **Total Disability** 47.0 269.39 313,70 mos Health Statement Required Termination Age - Life First Loan Payment Date Term of Loan 🖸 Yes 🗖 No 48 03/26/2005 31.60 1005 ARetro **Disability Waiting Period Disability Benefits** Termination Age - Disability Maximum Mo. Benefit Begin Elim

READ YOUR CERTIFICATE CAREFULLY. YOUR INSURANCE WILL TERMINATE AT THE END OF THE TERM OF INSURANCE SHOWN IN THE SCHEDULE. IT MAY NOT COVER YOUR DEBT IN FULL. For inquiries regarding your coverage or any other assistance needed pertaining to your Certificate call 800-858-4570.

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In consideration of the premium paid for this coverage selected in the schedule, we agree to insure as follows:

31.00

### FREE LOOK

269...39

You have the right to examine your Certificate for 30 days. If you are not satisfied, you may cancel it by giving us written notice within 30 days from the date you receive it. When your notice of cancellation is received, any premium received by us will be refunded to your account and the coverage will be deemed void from the beginning.

XX

### DEFINITIONS

"We," "Our," or "Us" means the insurance company issuing this coverage.

"You" and "Your" means the Primary Borrower and the Co-Borrower, if insured.

"Creditor" means to whom the indebtedness is owed.

"Effective Date" means the date the Certificate is put in force.

"In Force" means the Certificate is in effect; the premiums are paid and all conditions are met.

### WHEN COVERAGE BEGINS

Insurance on the life of any Borrower insured with respect to a particular debt will commence on the date the indebtedness is incurred.

### ELIGIBILITY FOR COVERAGE

Subject to our right to require evidence of individual insurability and/or gainful employment, all persons are eligible who:

- 2

1. are not over the Termination Age(s) stated in the schedule, and provided such age is not more than a maximum nor less than a minimum required by statute; and

- are liable to pay or repay sums of money to the Creditor; and
- are gainfully employed for at least 30 hours a week (for total disability insurance coverage); and 3.
- agree to pay the required premium to the Creditor. 4.

In case of more than one Borrower on the same account, only the first named Borrower, referred to as Primary Borrower or you, and your spouse or business partner as Co-Borrower are eligible for joint life insurance coverage. Only the Primary Borrower is eligible for total disability insurance coverage.

### PREMIUM CHARGES

The premium for insurance provided by this Certificate for each Borrower is the product of the initial amount of indebtedness indicated on the Schedule and the premium rate in effect on the effective date of coverage. The insurance charge for each Borrower will not exceed the premium the Creditor pays to us for such insurance.

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# GAP ADDENDUM

HERTRICH 33817 NBIC 621534

LenderALIAM <u>EF:CCAN+CHEUROLE</u> F3483;***
Address 1255-H1(HHAX-85
City, State, ZipHIDDL::TOtal-NJ-07740
VIN
VIN
Term of Loan 49
MSRP/NADA
Amount Financed 13796-10
Stote NT

Although not required to do so. YOU have elected to participate in OUR Financial GAP Program. GAP does not take the place of insurance on the Collatoral. YOU are responsible for minimizining collision and comprehensive insurance for the full value of the Collatoral and any other insurance required by the FINANCING DONTRACT or applicable law. YOU are responsible for all nullfications or cleares that are required to be filed with YOUR insurance company. WE will not process or handle YOUR insurance claims for YOU

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CANCELLATION: In every event their the FINANCING CONTRACT Addendum for COLLATERAL is cancelled prior to its maturity cale, WE shall return the premium for the FINANCING CONTRACT Addendum according in the Rule of 78's, or by the refund method as may be negured in your state, less a \$26 cancellation les. If the FINANCING CONTRACT for COLLATERAL is cancelled within the first hiltry (30) days, no loss having occurred, the return premium will be 100% of the premium charge. "In the event of a CONSTRUCTIVE TOTAL LOSS to the financed COLLATERAL, WE agree to waive CUR rights against YOU for the amount due under a PAYABLE LOSS, in the event their threak is not a PRIMARY CARRIER in effect on the CATE OF LOSS, or if the PRIMARY CARRIER is declared insolvent, WE will only pay the difference between the Outstending Salarce as of the DATE OF LOSS and the ACTUAL LOSS, YOU will remain responsible for carment of any learns site on the bay of this Addendum under EXCLUSIONS. for payment of any items stated on the back of this Addendum under EXCLUSIONS.

REPORT YOUR TOTAL LOSS TO DUR GAP ADMINISTRATOR: AMERICAN HERITAGH INSURANCE SERVICES - PO BOX 66090. MIAMI SPRINGS, FL 33266-0960 - (305) 885-4216 - (800) 741-4216

YOU must patify OUR Administrator within ninety (90) days fallowing the date the Collateral is datermined to be a CONSTRUCTIVE TOTAL LOSS, and follow the LOSS DOCUMENTATION PROCEDURES noted below to be eligible for reimbursement.

<u>AHis</u>

LOSS DOCUMENTATION PROCEDURES - In the event of a CONSTRUCTIVE TOTAL LOSS. YOU must notify and provide the following to OUR Administrator. AMERICAN HERITAGE INSURANCE SERVICES (at the address shown above): (1) a complete copy of the Primary Insurance Settlement, including the valuation worksheet; (2) a copy of the indiginal FINARCING CONTRACT and this Addendum; (3) is copy of the accidency fical control of the address shown above): (1) a complete control of the address of the ad

BY YOUR SIGNATURE BELOW, YOU ACKNOWLRGAG AND AGREE THAT YOUR ACCEPTANCE OR REJECTION OF THIS DAP ADDENDUM IS YOLUNTARY AND IS NOT A CONDITION PRECEDENT TO, OR A CONSIDERATION REQUIRED TO GBTAIN CREDIT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS ADDENDUM AND ITS PROVISIONS, MO OTHER VORMAL REPERSENTATIONS HAVE BEEN MADE TO YOU THAT DIFFER FROM THESE WRITTEN PROVISIONS, IF I FURCHASH GAP FROM THIS LEXEDER, I UNDERSTAND THAT THE LENDER WILL RETAIN ALL OR A PORTION OF THIS CHARGE PAID BY ME. YOU ACKNOWLEDGE THAT YOU MAY FURCHASE GAP FROM AN ALITIR VALUE SOURCE.

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51M	CHEVROLET, PONTIAC-GMC, B	UICK and CADILLAC	
CUST	OMER INCENTIVE ACKNOWLEDG	MENT AND/OR ASSIGNMENT	
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CUSTOMER NAME:			
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customer incentivels) b	applied (a) to the down payment of this	vehicle, (b)where permissible by faw, as a	
price reduction (BIN of \$	Sale, indicates pre-incentive price, amount of ir	ncentive and final price with incentive applied),	
or (c) a check to b	e issued in my name by Dester named below.		
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Kimmel & Silverman 30 East Butler Pike Ambler PA 19002



AUG 1 4 2006

General Motors Corporation C/O MSX International Attn: BRC Legal 1919 Concept Drive Warren Mi 48091 ROBERT M. SILVERMAN** CRAIG THOR KIMMEL**

* Member, PA Bar * Member, NJ Bar * Member, DE Bar * Member, NY Bar * Member, MA Bar * Member, OH Bar * Member, DC Bar



#### 1-800-LEMON LAW www.lemonlaw.com

CORPORATE HEADQUARTERS 30 E. Butler Pike Ambler, PA 19002 P (215) 540-8888 F (215) 540-8817 JACQUELINE C. HERRITT ROBERT A. RAPKIN' HY DAVID RUBENSTEIN[®] VIVIAN BENZ PEIKIN' AMY D. COX' LOUIS DOBI, R' SHANNON M. RYAN' HILARY WHRATLEY TAYLOR' HILARY WHRATLEY TAYLOR' BARRY R. WINDERMAN' JACQUELINE BRADFORD FORKO-MELISSA K. FIALA' IRA P. SMADES' DAVID L. LIEBERMAN'' ANGELA K. TROCCOLI' FRED DAVIS'

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005 NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite T11, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344 MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896 DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476 MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114 PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

August 9, 2006

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

> RE: General Motors Corporation VIN #1G1AL52F657

Dear Sir/Madam:

I am writing this letter is an effort to work out a pre-litigation settlement of the abovecaptioned matter. I have enclosed the sales and servicing documentation submitted by the client. As you will notice from your Warranty History as well as any dealership records you review, my client's vehicle is a presumptive lemon.

Plaintiff hereby demands a statutory repurchase of the vehicle, plus payment of counsel fees and costs in the bottom line amount of \$1,900.00. I would also be willing to discuss a vehicle swap, but only if the terms are favorable to my client/who is a loyal General Motors Customer. I look forward to discussing this case at your earliest convenience.

Very truly yours, Robert M. Silverman

RMS\tml Enclosures

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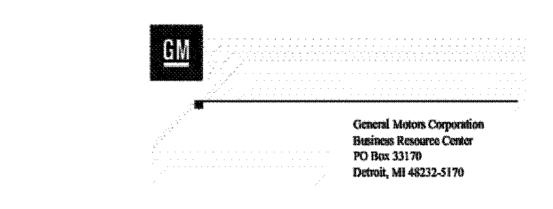
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Drive Shaft Joint Boots       Subscription         Drive Shaft Joint Boots       Subscription         Condition of MePherson Struts       Subscription         Condition of MePherson Struts       Subscription         Condition of Rear Shock Absorbers       Onderson Struts         Condition of Rear Shock Adjustment       Distance Struct         10. Clutch Hydraulic System (fluid, visual check)       Struct Visual Check)         11. Clutch Hydraulic System (fluid, visual check)       Struct Visual Check)         12. Condition of Drive Belts       Condition of Radiator / Coolant         13. Engine and Transmission OII (condition, fluid, leak)       Item Pheses         14. Condition of Radiator / Coolant       Ondition of Radiator / Coolant         15. Drive Belts Adjustment       Ondition of Battery / Cables         18. Condition of Battery / Cables       Cables         19. Condition of Battery / Cables       Cables         20. Condition of Spark Plugs / Wires       Wires <td>C/STA NC</td> <td>TERPRISE TES TRAN RELATED</td> <td>LONER C MC9 S POPS O TO LINE 59CPCR</td> <td>AR UT OF GEAI 3</td> <td>R DESCRIPT LABOR AMO PARTS AMO</td> <td>0.00</td> <td>0.00 TOTALS 0.00 0.00</td> <td>LABOR WITH DISCOVERS OF SUCH NOTICE BEFORE THE WARRANTY, J THE REPAIR F GRORE WITH LABOR: CCI / REPAIRS REC ADDITIONAL UPON COMPL ALL IMI WARRANTES PARTICULAR OF THIS LIMIT THE REPAIR INCIDENTAL NOT UMPTED VEHICLE USS INCOVVENIET THIS PARTIE THIS PARTIE THIS PARTIE THIS PARTIE THIS PARTIE THIS PARTIE</td> <td>NON ON TAIS HAS NON A REASONAL HOWEVER, MUST SEND OF THE DUR, MUST SEND OF THE DUR, MUST SEND OF THE DUR SETTION OF THE AL UITHORAGE THE R UITHORAGE THE R UITHORAGE THE R PARTS RECLAMENT OF MERCHART OF MERCHART OF MERCHARTY L DURPOSE, ARE LIM CONSEQUENT BE LIA OR CONSEQUENT TO, DAMAGES FC LLOSS OF TIME. IGE OR COMMERCE THE DUTASIST THE SAILT THE SETTION AND BE WARK MAY BE SAID TABLE</td> <td>AT ONDER ATTENDED ANY INCLUSION TO REAL ATTON PERIOD OF ATTON PERIOD OF VE: AD DELIVER TO DDRESS ENDOWN O OF NO FICE OF SUL EPAIR ACTIVE PAR INCLUDING ADDITY AND FIT IFAIR. INCLUDING ADDITY AND FIT INTED TO THE DUF INDER NIL CRUCING INFO TO CUSTON INCLOSS OF INCOME INCLUSS. CONLY WAMANTIES IN CONCLUSION</td> <td>AT VIECT</td>	C/STA NC	TERPRISE TES TRAN RELATED	LONER C MC9 S POPS O TO LINE 59CPCR	AR UT OF GEAI 3	R DESCRIPT LABOR AMO PARTS AMO	0.00	0.00 TOTALS 0.00 0.00	LABOR WITH DISCOVERS OF SUCH NOTICE BEFORE THE WARRANTY, J THE REPAIR F GRORE WITH LABOR: CCI / REPAIRS REC ADDITIONAL UPON COMPL ALL IMI WARRANTES PARTICULAR OF THIS LIMIT THE REPAIR INCIDENTAL NOT UMPTED VEHICLE USS INCOVVENIET THIS PARTIE THIS PARTIE THIS PARTIE THIS PARTIE THIS PARTIE THIS PARTIE	NON ON TAIS HAS NON A REASONAL HOWEVER, MUST SEND OF THE DUR, MUST SEND OF THE DUR, MUST SEND OF THE DUR SETTION OF THE AL UITHORAGE THE R UITHORAGE THE R UITHORAGE THE R PARTS RECLAMENT OF MERCHART OF MERCHART OF MERCHARTY L DURPOSE, ARE LIM CONSEQUENT BE LIA OR CONSEQUENT TO, DAMAGES FC LLOSS OF TIME. IGE OR COMMERCE THE DUTASIST THE SAILT THE SETTION AND BE WARK MAY BE SAID TABLE	AT ONDER ATTENDED ANY INCLUSION TO REAL ATTON PERIOD OF ATTON PERIOD OF VE: AD DELIVER TO DDRESS ENDOWN O OF NO FICE OF SUL EPAIR ACTIVE PAR INCLUDING ADDITY AND FIT IFAIR. INCLUDING ADDITY AND FIT INTED TO THE DUF INDER NIL CRUCING INFO TO CUSTON INCLOSS OF INCOME INCLUSS. CONLY WAMANTIES IN CONCLUSION	AT VIECT
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Condition of Rear Brakes L     Brake Hydraulis System (fluid, visual check)     Emergancy Brake Adjustment     Chitch Adjustment     Chitch Adjustment     Chitch Hydraulic System (fluid, visual check)     Condition of Murfler / Exhaust Pipes     Condition of Brive Belts     Condition of Rediator / Coolant     Condition of Spark Plugs / Wires	C/STA NC NC NC NC NC NC NC NC NC NC NC NC NC	TERPRISE TES TRAN RELATED <u>INVOTCE</u> LT CHEVRO THE FREE 27 (car / Condition (car / Condition (car / Condition (car / Condition (car / Condition (car ))	LONER C HC9 IS POPS O TO LINE 59CPCR 59CPCR ** DLET OF EA POINT SAFET Front Roat	AR UT OF GEAI 3	R DESCRIPT LABOR AMO PARTS AMO GAS,OIL, LU SUBLET AM	0.00 ON ON DUNT BE OUNT	0.00 0.00 101AL8 0.00 0.00 0.00 0.00	LABOR WITH DISCOVERS OF USCII NOTICI DISCOVERS UN DISCOVERS THE UNARRANTY, I THE REPAIR T (RTDER WITH) LABOR: ICI / REPAIRS REC ADOITIONAL UPON COMPL ALL IMA ADOITIONAL UPON COMPL ALL IMA COF THIS LIMI THE REPAIR INCONVENTEN DOF THIS LIMI THE REPAIR INCONVENTEN THE REPAIR INCONVENTEN THE REPAIR INCONVENTEN THE REPAIR INCONVENTEN THE START LARGE MERCHANICAS	AND ON TAIS HERSONAL AND A REASONAL R SHOULD HAVE C HOWEVER, MUSSI SHO OF THE DUR. MOWEVER, MUSSI STELLIFED ABO ACULTY AT THE AL N FIVE IS) DAYS UITHORIZE THE A UITHORIZE THE A UITHORIZE THE AL UITHORIZE THE AL PARTS RECLIMERE TO WARRANTY. UI FOR CONSECUENTS OF MERCHANTY. US WARRANTY. TO, DAMAGES FC ACONSECUENTS CONSECUENTS CONSECUENTS CONSECUENTS AUTHORIZE THE NOT CONSECUENTS S OR MALEY LOW MATTHORIZE ANY ON CONNECTION WITH I CONNECTION WITH I	ATTONEOR ATTEN SHE TIME ATTEN SHE TIME ATTEN SHE TIME ATTEN SHE TIME ATTEN SHE TIME ATTEN SHE	AND CUSING SACIN DET SACIN DET THIS LIN THIS LIN THIS LIN THIS AND ICH DEFEI TO MARE FOR TH SALES THIS IMMER FOR THIS ANCES THIS IMMER FOR ANNO PRO ANNO PRO
<ul> <li>S. Emergancy Brake Adjustment</li> <li>10. Clutch Adjustment</li> <li>11. Clutch Hydraulic System (fluid, visual check)</li> <li>12. Condition of Muffler / Exhaust Pipes</li> <li>13. Engine and Transmission Oil (condition, fluid, leak)</li> <li>14. Condition of Drivo Belts</li> <li>15. Drive Belts Adjustment</li> <li>18. Condition of Radiator / Coolant</li> <li>17. Condition of Radiator Hoses</li> <li>18. Condition of Batery / Cobless</li> <li>19. Condition of Batery / Cobless</li> <li>20. Condition of Spark Pluge / Wires</li> </ul>	C/STA NC NC NC NC NC NC NC NC NC NC NC NC NC	TERPRISE TES TRAN RELATED INVOICE LT CHEVRO THE FREE 27 Leat / Condition Shaft Joint Boo ion of McPhers ion of McPhers	LONER C NCS S POPS O TO LINE 59CPCR ** ** DET OF EA POINT SAFET Front Rear	AR UT OF GEAI 3	R DESCRIPT LABOR AMO PARTS AMO GAS,OL, LU SUBLET AM MISC. 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26. Restraint System 27. Other	THENED CUSTOMER	CONTRACTORIES M	ANAULS OR AUTISHIZE	3 19 (CASN	176.15



August 9, 2006

VIA FAX ONLY

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

RE:

Service Request: 1-425386805 2005 Chevrolet Cobalt Vehicle Identification Number: 1G1AL52F657 Customer Relationship Specialist: Halima Shaw

Dear Mr. Silverman:

This is to advise that General Motors is in receipt of the above referenced case dated August 8, 2006. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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



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



Finance agreement Buyer's agreement

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

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

Sincerely,

General Motors Corporation









REPAINER



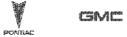


#### **RELEASE OF LIEN INFORMATION**

I(Client's Name)	,
(Client's Name)	(Client's Social Security Number)
hereby authorize	ame)
(Lien holder Na	ame)
(Lien holder Address)	(Lien holder Phone Number)
to release any and all information regard	ding my loan account # (Account Number)
	(Account Number)
with	
(Lien holder Name)	
to General Motors Corporation, includin loan payoff amount, and per diem inform	ng but not limited to a complete payment history of my account, a mation.
Date	
V	EHICLE INFORMATION
The current vehicle mileage is	Date mileage read:
Signature	Signature
LG0006 V6302006	















RVDC Case# 106530

BRC Case Number	1425386805			hicle is going to: uction	Is		Drivable?	Issue 1099? Y		
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Payee2:		Payee2		020-9081-07007	Payee2:			· ·		
Address1:		Address		600 N. Marienfeld,	Address1	: 30 E	East Butler	Pike		
Address2:		Address		Suite 201	Address2					
City:	Long Branch	City:		Midland,	City:	Amb	oler,			
	NJ	State:		TX	State:	PA				
Zip		Zip		78701	Zip	190	02			
Phone # :		Phone #	:	800-512-6378	Phone # :		5) 540-888	8		
Fax # :		Fax # :		432-688-2292	Fax # :		5) 540-881			
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		irm Name:	Kimmel & Silverman
Case ID: 1065	30 Initiator: shawh	]	

KIMMEL & SILVERMAN

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ROBERT M. SIL VERMAN**-CRAIG THOR KIMMEL**

* Member, PA Bar Member, NJ Bar Member, DE Bar Member, NY Bar Member, MA Bar Member, MD Bar Member, DH Bar



# 1-800-LEMON LAW

CORPORATE HEADQUARTERS 30 E. Butler Pike Ambler, PA 19002 P (215) 540-8868 F (215) 540-8817 JACQUELING C. HERRITT ROBERT A. RAPKIN HV DAVID RUBENSTEIN VIVIAN EEX PHILIN AMY D. COX" LOUIS DOBJ, R" SHANNON M. EYAN" HILARY WHEATLEY TAVLOR TNOMAS F. BURNS BARRY R. WINDERMAN JACQUELING BRADFORD PORIO MELISSA K. FIALA" IRA D. SMADES DAVID L. LIEDERMAN" ANGELA K. TROCOCOLI FRED DAVIS

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005 NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite T11, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344 MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400. Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896 DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476 MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114 PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

September 22, 2006

VIA TELEFAX ONLY (866-592-1363)

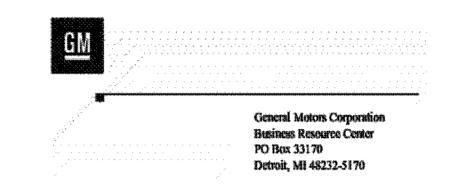
Halima Shaw, Esquire BRC Legal Case Manager GM Business Resource Center

RE: v. GM

Dear Ms. Shaw:

It was a pleasure speaking with you. Please be advised that my client hereby accepts your most gracious offer to statutorily repurchase her vehicle with a \$1268.36 mileage charge. As discussed, GM will include both finance charges paid and sales tax in this offer. This will confirm we have separately settled my firm's bill of attorney fees and costs for \$1,900.00. As discussed, I must insist on a separate check for my attorney fee and cost settlement and that it be sent directly to my office as opposed to the dealership. Attached is a copy of my client's Registration and the current mileage is about 14000. I will have Dave Kelly of my office telephone you to touch base on consummating the settlement. Once again, thank you for all of your help in getting this matter expeditiously resolved and I look forward to discussing more cases with you as soon as you are ready.

Very truly yours. Robert M. Silverman



VIA FAX ONLY

August 9, 2006

John Barchuk, Service Manager All American Chevrolet, Inc. P.O. Box 400 Middletown, NJ 07748

RE:

Service Request: 1-425386805 2005 Chevrolet Cobalt Vehicle Identification Number: 1G1AL52F657 Customer Relationship Specialist: Halima Shaw

Dear Mr. Barchuk:

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

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

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

In addition, should you be contacted by another party regarding this matter, you may want to consult your own attorney for further direction. Your cooperation is greatly appreciated. If you have further questions, please contact 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

LG0040 V6302006









HURAMEN





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

May 20, 2011

Poolesville, MD

Service Request: 1-428648001 Customer Relationship Specialist: Sherry Barth

Dear :

We are sorry you continue to be dissatisfied with the decision we made concerning your 2006 Chevrolet Cobalt. We know you are sincere in the position you have taken, and we trust we have been able to explain our point of view.

In circumstances such as these, General Motors believes that our customers should have the opportunity to deal with unresolved matters in a fast, fair and free dispute resolution process. For that reason, we participate in the Better Business Bureau's BBB AUTO LINE program, an independent dispute resolution process administered by the Council of Better Business Bureaus. BBB AUTO LINE provides mediation and arbitration for eligible warranty-related disputes.

As a GM customer, BBB AUTO LINE is available to you at no cost. In certain circumstances, you may be required to use this program prior to participation in other resolution methods. The BBB AUTO LINE program is discussed in your vehicle's "Warranty and Owner Assistance Information Booklet."

To file your case with BBB AUTO LINE, or get more information about the program, call the BBB at 1-800-955-5100 (Monday through Friday during normal business hours). You may also access the BBB AUTO LINE website at any time (including evenings, weekends and holidays) by visiting <a href="http://www.dr.bbb.org/goauto">http://www.dr.bbb.org/goauto</a>

Whether you contact them by telephone or Internet, the BBB will provide you with full program details, current eligibility standards of the BBB AUTO LINE program and will assist you with any questions you have.

Thank you for the opportunity to review this matter.

Sincerely,

Chevrolet Customer Assistance Center



BBB AUTO LINE 4200 Wilson Boulevard, Suite 800 Arlington, VA 22203-1838 Phone 800.955.5100 Fax: 703.247.9700

#### Council of Better Business Bureaus, Inc.

September 25, 2006

Re:m09 CHV0661360

vs Chevrolet Motor Division 1G1AL15F467

TRACE BERNICKY CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

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,



BBB AUTO LINE 4200 Wilson Boulevard, Suite 800 Arlington, VA 22203-1838 Phone 800.955.5100 Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

#### MANUFACTURER RESPONSE FORM

Case Number: CHV0661360	Start Date: 09/	25/06
Customer Name:	State: MD	
VIN: 1G1AL15F467	Probable Hearing Location: Washing	gton
This claim is $\Box$ IN Warranty $\Box$ OUT of Warranty		
Has the customer contacted you regarding the claim?	🖄 YES 🗖 NO	
Is the VIN listed above correct?	$\Box$ YES $\Box$ NO	
If you checked NO, please indicate the correct VIN:		
Customer Contact Info:		

#### SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer?	$\Box$ YES	$\Box$ NO
If you checked YES, please indicate the customer's response below:		
$\Box$ The customer accepted the offer on//		
$\Box$ The customer rejected the offer on//		

The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed**? Please indicate a specific performance date or time frame: _____

#### ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the Customer Claim Form.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allow I will participate  By phone					
Return this form as soon as possi	ble				
To:	Co	mple	eted by:		Date://
BBB AUTO LINE	Fu	iture	contact:		
Fax: 703.247.9700	Phone:			Fax:	

	an Ameri	CAN REVU-		
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AGE 1 OF 1				

AN AMERICAN REVOLUTION



LOTUS

BUSINESS

503 QUINCEORCHARD RD., GAITHERSBURG, MD 20878

WE

(301) 948-0880 · www.criswellauto.com

Chevrolet, Inc.

CUSTOMET NO. 277516	ADVISOR GAIL RUSSEL	L 55	52 3451	INVOICE DATE	CVCS580949
211 310	LABOR HATE	LICENSE NO.	MILEAGE 5,414	COLOR	стоск NO 060340
	YEAR / MAKE / MODEL			DELIVERY DATE 11/11/05	DELIVERY MILES
POOLESVILLE, MD	VEHICLE D AG	T/COBALT/2DR		SELLING DEALER NO.	FRODUCTION DATE
	IGIAL ET.C. NO.	15F467	NO.	100 08/22/06	
	COMMEN1S	l		00/22/00	_ <b>_</b>
TOTALS		TOTAL LABOR.	0.0	·	AND ACKNOWLEDGEMENT:
the construction of the co	UR ASST. NATED WITH CUSTOMER * * *	TOTAL PARTS TOTAL SUBLET. TOTAL SUBLET. TOTAL G.O.G TOTAL MISC CH TOTAL MISC DI TOTAL TAX TOTAL INVOI		Clistome 1. You are entitled i upon request if m \$25.66. Do you w estimate? If ye 2. You may not be c more than 10% g estimate without 3. You are entitled t replaced parts ex- be returned to th under warranty a not want the part Initial here: 4. Repairs not origing you will not be ch without your cons-	epairs will exceed ant a written s [] No hearged an amount reater than an your consent. o the return of any cept those that must e manufacturer greement. If you do s, nally authorized by harged to you sent.
CUSTOMER SIGNATURE				Sig.X	
				otherwise. Mechanical che be a minimum of one ha rate if work is declined on	ate manual unless specified ack out time on vehicles will if hour at the current hourly rehicle.
				10% OF TOTAL REPA INCLUDED FOR MATE VEHICLE, APPLICABLE	HARGE EQUIVALENT TO R ORDER CHARGES IS RIALS USED ON YOUR SUPPLY ITEMS ARE NUTS, LAERO SPRAYS, SOLVENT, Y CLEANERS, ETC
				FEDERAL AND STATE I ING DISPOSAL HAVE I FOR THE EXPENSE IN STORE AND ARRAN RECYCLING OF OIL, TI IES, METAL PARTS AN	NCERNS, AS WELL AS TEGULATIONS GOVERN- ORCED US TO CHARGE ICURRED TO PROPERLY GE DISPOSAL AND/OR RES, COOLANT, BATTER- RES, COOLANT, BATTER- ND CLEANING SOLVENTS AND MAINTENANCE OF
				SPE WARRANTY: 12,000 MILE G.M. PARTS AND LABOR	V UNLESS OTHERWISE CIFIED IS OR 12 MONTHS ON NEW R. 4,000 MILES OR 90 DAYS ITS AND LABOR. NO WAR
			1	THIS VEHICLE HAS BEEN WHEN NEEDED AND PERFORMED SATISFACT	N TESTED OR TEST DRIVEN MECHANICAL WORK WAS DRILY
				x	
					ER'S SIGNATURE THOUT THIS INVOICE
PAGE 2 OF 2 CUSTOMER COPY		END OF IN	IVOICE 103:00pm		IANK YOU
	SERVI	CEINVOICE		i	

Chevrolet, Inc.

AN AMERICAN REVOLUTION

LOTUS





503 QUINCE ORCHARD RD., GAITHERSBURG, MD 20878

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CUSTOMER NO. 277516	ADVISOR GATL RUSSELL	552 3451	INVOICE DATE 08/22/06	INVOICE NO. CVCS580949
	LABOR RATE LICENSE NO.	MILEAGE 5,4.1.4	ARRIVL BLUE	об0340
POOLESVILLE, MD	VEAR / WARE / MODEL 06/CHEVROLET/COBALT/ VEHICLE LD. NO.	2DR CPE LT	DELIVERY DATE 11/11/05 SELLING DEALER NO.	DELIVERY MILES 69
	1 G 1 A L 1 5 F 4 6		100	
	F.T.E.NO.	P. 0	08/22/06	
	COMMENTS			
J# 1 13CVZ1 STEERING	TECH(S):376	WARRANTY	FOR YOUR INFORMATION A	ND ACKNOWLEDGEMENT:
CUSTOMER STATES SEEMS TO LOOSE POW AND PARKINGSOP HERE REPLACE INT STEERING SHAFT PER BUL			CUSTOMER 1. You are entitled to upon request if re	
PARTSQTYFP-NUMBERDESCRI JOB # 1 1 15800140 SHAFT	KIT 6.526	WARRANTY	sz5.00. Do you wa estimate? ① Yes 2. You may not be ct	ant a written Lì No
	JOB # 1 TUTA		more than 10% gr	eater than an
	JOB # 1 TOTAL LABOR		3. You are entitled to	
U# 2 85CVZ1 INTERIOR BODY TRIM CUSTOMER STATES THE TRIM @ THE SUN REPLACE BEZEL, TRIM HANGING LOOSE	TECH(S):376 RODF IS HANGING LOOSE	MARRANTY	be returned to the under warranty ag not want the parts	manufacturer reement, If you do
PARTSQTYFP-NUMBERDESCRI JDB # 2 1 15887809 BEZEL	PTIONUNI 14.565	T PRICE- WARRANTY	Initial here: 4. Repairs not origin you will not be ch	ally authorized by
	JOB # 2 TOTA		without your cons Sig.X	ent.
	JOB # 2 TOTAL LABOR		TERMS: CASH ON DELIVE	
J# 3+13CVZ2 STEERING STEERING SHAFT-CREDIT ON PREVIOUS	TICKET		Prices are based on flat ra otherwise. Mechanical chec be a minimum of one half	te manual unless specifier sk out time on vehicles wi
PARTS         OTY         FP-NUMBER         DESCRI           JOB # 3         -1         15800140         SHAFT	KIT 6.526	INTERNAL	rate if work is declined on w SHOP MATERIAL: A CH	
	JOB # 3 TOTA		10% OF TOTAL REPAIR	R ORDER CHARGES IS
J# 4+12CV21 SUSPENSION REPAIRS	JOB # 3 TOTAL LABOR	& PARTS 0.00 WARRANTY	VEHICLE, APPLICABLE SI BOLTS, WASHERS, PINS,	AERO SPRAYS, SOLVENT
ON TEST DRIVE FROM LINE 1, PULLS R ADJUJED TOE		WARAANIII	RAGS, TOWELS, BATTERY ENVIRONMENTAL CON FEDERAL AND STATE RI	CERNS, AS WELL AS
PARTSQTYFP-NUMBERDESCRI	PTIONUNI JOB # 4 TOTA	T PRICE- L PARTS 0.00	ING DISPOSAL HAVE FO FOR THE EXPENSE INC STORE AND AHRANG	E DISPOSAL AND/OF
	JOB # 4 TOTAL LABOR	& PARTS 0.00	RECYCLING OF OIL, THE IES, METAL PARTS AND USED IN THE REPAIR A YOUR VEHICLE	ES, COOLANT, BATTER CLEANING SOLVENTS AND MAINTENANCE OF
			ALL PARTS ARE NEW SPEC	
			WARRANTY: 12,000 MILES G.M. PARTS AND LABOR, ON NEW NON-G.M. PART RANTY ON USED PARTS.	4,000 MILES OR 90 DAYS
			THIS VEHICLE HAS BEEN WHEN NEEDED AND M PERFORMED SATISFACTOR	ECHANICAL WORK WAS
		:		
			x	_
			NO CLAIMS WITH	IOUT THIS INVOICE
PAGE 1 OF 2 CUSTOMER COPY	[CONTINUED OF	NEXT PAGE] 03:00pm	ТНА.	NK YOU
1 .	SERVICE INVOIC	E	i	



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LOTUS



BUSINESS

503 QUINCE ORCHARD RD., GAITHERSBURG, MD 20878

(301) 948-0880 · www.criswellauto.com

CUSTOMER NO. 277516	ADVISOR CHRIS LAU	ER 5	05	1524	1NVOICE DATE 08/29/06	INVOICE NO CVCS581685
	LABOR RATE	LICENSE ND.	MILEAGE	5,540	ARRIVL BLUE	^{sтоск мо.} 060340
	YEAR / MAKE / MODEL	LET/COBALT/2DR	CPE L	.Τ	DELIVERY DATE 11/11/05	DELIVERY MILES
POOLESVILLE, MD	VEHIGLE LD. NO.	15F467			SELLING DEALER MO.	PRODUCTION DATE
	F.T.E. NO.	P.O	), NO,		08/2 ^e 4/06	
	COMMENTS					
LABOR & PARTS J# 1 04CVZ DRIVEABILITY	TECH	5):2	••••	WARRANTY	FOR YOUR INFORMATION A	IND ACKNOWLEDGEMENT:
OWNER STATES STEERING WHEEL BINDS OCCURS DURING PARALELL PARKING SIT INSPECTED STEERING SYSTEM AND OPER OPERATING AS DESIGNED NORMAL THERMAL EVENT	WHEN TURNING UATIONS ATION	1 TOTAL LABOR & PA	RTS	0.00	<ol> <li>You are entitled to upon request if re \$25.00. Do you we estimate?</li></ol>	pairs will exceed ant a written Èl No larged an amount
J# 2 88CVZRENTAL RENTAL CAR				WARRANTY	more than 10% gr estimate without y	our consent.
RENTAL					<ol> <li>You are entitled to replaced parts exc be returned to the</li> </ol>	opt those that must
		2 TOTAL LABOR & PA		0.00		reement. If you do
SUBLET PO# VEND INV#-INV.DATE-DESCRI JOB # 2 183278 08/29/06 RENTAL		TOTAL - SUB	LET	WARRANTY 0.00	Initial here: 4. Repairs not origit you will not be ch without your cons	nally authorized by arged to you
TOTALS						
PLEASE TAKE TIME TO REVIEW YOUR REPAIRS AND CHA YOU HAVE A COMPLETE UNDERSTANDING OF THEM. IF I REASON YOU DO NOT UNDERSTAND THEM. PLEASE SEE Y SERVICE MANAGER FOR AN EXPLANATION. PARTS DESIG AN (*) INDICATES LIFETINE GUARANTEE APPLIES FOR PAY ONLY.	OR SOME OUR ASST. WATED WITH	TOTAL LABOR. TOTAL PARTS. TOTAL SUBLET TOTAL G.O.G. TOTAL MISC D TOTAL MISC D	HG.	0.00 0.00 0.00 0.00 0.00 0.00	TERMS: CASH ON DELIVE Prices are based on flat ra otherwise. Mechanical cher be a minimum of one half rate if work is declined on v	te manual unless specified ok out time on vehicles will hour at the current houriy shicle.
THANK YOU FOR VISITING CRISWELL CHEVROLET		TOTAL TAX	•••	0.00	SHOP MATERIAL: A CH 10% OF TOTAL REPAIR	R ORDER CHARGES IS
**************************************	*	TOTAL INVO	NCE \$	0.00	INCLUDED FOR MATER VEHICLE, APPLICABLE SI BOLTS, WASHERS, PINS, RAGS, TOWELS, BATTERY	UPPLY ITEMS ARE NUTS, AERO SPRAYS, SOLVENT,
* VISA ( ) MC ( ) AM EX ( ) * VISA ( ) MC ( ) AM EX ( ) ************************************	* * *				ENVIRONMENTAL CON FEDERAL AND STATE R ING DISPOSAL HAVE R FOR THE EXPENSE IN STORE AND ARRANG HECYCLING OF OIL, TIF IES, METAL PARTS AND USED IN THE REPAIR YOUR VEHICLE.	DRCED US TO CHARGE CURRED TO PROPERLY IE DISPOSAL AND/OR IES, COOLANT, BATTER- D CLEANING SOLVENTS
					•	IFIED
				÷	WARRANTY: 12,000 MILES G.M. PARTS AND LABOR, ON NEW NON-G.M. PART RANTY ON USED PARTS.	4,000 MILES OR 90 DAYS
5					THIS VEHICLE HAS BEEN WHEN NEEDED AND M PERPORMED SATISFACTO	ECHANICAL WORK WAS
					)	T'S SIGNATURE
PAGE 1 OF 1 CUSTOMER COPY		END OF IN	VOICE 1	62:52pm		HOUT THIS INVOICE NX YOU
	SERV	ICE INVOICE				

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PURCHASE	ORDER
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	-		UST # 277516 DEAL # 101844	11/11/2005_
IN AMERICAN REVOLUTION	DE		Branch	
S (12/MUE OPCHASD SD, SKITH (2833/26, N3) 25576 (37) 365.0(4) SKITH (2637) SKITH (2637) 365.0(4)	PS			
MODEL # 1AL37	r   3	)	CITY, STATE, ZIP POOLESVILLE MD	
2006 CHEVROLECOBALT ARRIVL BLU	UE MET		SOCIAL SECURITY SOCIAL SECURIT	77
MILEAGE IN SERV		[	DAIVERS LIC # UOB	
	·····		DRIVERS LIC # 006 HOME BUSIN	F\$\$
060340 151AL 15F467	IOR ASOUT		PHONE PHONE	
ALBERT JAMES SELL JR 11/11/2	2005		INSURANCE INFORMATION	
	1869	7. <u>U</u> Ø.	NAME OF AGENT INSURANCE FIRST	
CHARGE OF 590.00)	01		AGENTS PHONE # (301)253-2116	
SR, PWR, TILT-SLID, ELEC EMIS-FED REQ			TRADE INFORMATION	
ENG, ETC 2 21 DONE, 16V, 4C		+	YEARMAKEMODEL	
TRANS, 4-SPD AUTO, ELC CHTL W/OD XM SATELLITE RADIO		┝╾╍┾	ID, NO. MILEA	GE
ADVERTISING			TAG N TAG N	<b>#/A</b>
<u>DESTINATION CHARGE</u> ADVERTISING	}		PAYOF [®] TO	
LOCAL ADVERTISING MARKETING			ACOT. NO. BRANCH	
			TOTAL TRADE ALLOWANCE	. U.A.
· · · · · · · · · · · · · · · · · · ·			ESTIMATED PAYOFF AMOUNT	
			MET TRADE ALLOWANCE (Equity)	
			ADDITIONAL ITEMS OF EQUIPMENT OR AGREED UPON REPAIRS PRIOR TO SALE	
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DEALER PROCESSING CHARGE	100	00	The second and the web kind on the Warran's F	acts Book that is elither
NOT REQUIRED BY LAW)			in the give comparingni or will be given to you an define LIMITED WARKANTY and complete with the provisions of Warranty Federal Trade Commission Improvoment Act (P	et the Magnuzon-Moss
LESS DISCOUNT		<u>9. QQ</u>	call your particular attantion, in compliance with the Act, ind	it (here is) he window form for this
DEALER INSTALLED ROUPMENT:	1797	1-90	vehicle is part of the contract. Information on the who	ow torm overrides any
	+		NO OTHER EXPRESS WARRANTY ON 1415 VEHIC IN PROPERCY MARK BY THE DEALER FOR L	OSS OF USE OF THE L
	-	N/A	VEHICLE LOSS OF TIME, INCOMPENENCE, COM CONSEQUENTIAL DAMAGES, AND ANY IMPLIED	WARRANTY OF THE
		H/A	LIMITED BY THE QUALIFICATIONS IN THE WARRAN	IT PALIS BUCKLEN
TOTAL SALES PRICE	1797	1 00	As a internal part of this purchase, the Purchaser re- CHEVROLET, INC. that the information set forth above indexin for other property used as a made) is the and its	presents to CRISWELL regarding the used car graduated that them are
TRADE-IN VALUE	1	ALLA	hot liens or cricambrances other man move as shown cook	n the parties herety and
CASH DIFFERENCE	1787		this is an offer to purchase by the Purchesel, and the	to autobase thes pot
CASH DIFFSMENUE		3.55	become binding contract on the parties increte unit act authorized officer of CPISWELL CHEVAOLET INC.	cabled in which y on i
CASH DIFFEMENCE		N/4	If cledit is to be excended in connection with this said.	discrosure of terms is this transaction. If full
				t made orior to delivery.
SALES TAX		d. 00	buyer may cancel order and recover deposit if applicable.	
SALES PAR	21	1.	buyer may cancel order and recover opposition approaches. The applyc information is given for the putpose of obtain	ino credit, 1 (wa) batéby
SALES PAR UVURY TAX EGT. TAB, THLE & HEG. FEE & CD1	21	0.00 #//	buyer may cancel order and recover depose in approaches, The appoint intermation is given for the pulpose of obtain certally that the statements contributed hardin are the ser you to check my (our) predit and employment history.	ing credit, 1 (wa) horeby a const and authorize
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4	Jenning	and mound	ice anough you o	I someone or your choo	sing, I will pay \$49_0 onditions contained on both sides Manufacturer's Seriel No.	U .
Contract: 1 e	gree to purchas	e the follow	wing property, sut	pject to the terms and co	SING, I WIII DAV \$	U .
4	Jenning	and mound	ice anough you o	I someone or your choo	SING, I WIII DAV \$	U .
Vendor's or	Lender's Single	e interest	DRUPADOA S TONU	inad many obtain this is	surance from any agent and insur	er of my choice that le
Debt Cance	N/A By	<b>ge.</b> You a / signing, y	re not required to ou request debt of	purchase debt cancella	ation coverage. The fee for debt of	:
Property Ins	iurance: I may	obtain prop	erty insurance fro	m anyone acceptable to	Seller	
	nt and Health	\$		I want accident and I	health insurance	
			N/A		)	:

I give the Seller a security interest in the form of a recorded first lien on the title. Seller witnesses the following signatures and assigns the contract without recourse unless otherwise noted on the reverse side.

Used Car Buyers Guide: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

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

I agree to be jointly and severally bound by the terms of this contract, including those that appear on the reverse side, I have read and received

			POOLESVILLE MO	2:0
ovnomet ng mantad raying	Signeture	11/11/2009	POPLESVILLE Mga	Zip

#### SOLATENELL CHEVROLET FUNTING SIGNATURE 100411/2005 50351001NCE ORCHARDE ROAD GAITHERSBURG ND 200878

Non-Buyer Co-Owners of Security: I agree to be fully bound by the security interest provisions of this security agreement, waive presentment, demand and notice of dishonor, and agree to any extension or extensions of time that may be granted in connection with this agreement,

Printed Kame	Signature	Streat	City	State		Zip Code
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YOU ARE BEING 7	ASKED TO GUARANTEE THIS DEBT.			IN'T PAY THE DEBT, YOU WI	LL HAVE TO.	BESURE
YOU CAN AFFOR	D TO PAY IF YOU HAVE TO, AND TH/	IT YOU WANT TO ACCEPT THIS RE	SPONSIBILITY, YOU MAY HAV	E TO PAY UP TO THE FULL A	MOUNT OF 1	THE DEBT
THIS DERT FROM	R DOES NOT PAY, YOU MAY ALSO H YOU WITHOUT FIRST TRYING TO C	MAYE TO PAY LATE FEES OR COLLS OF LECT FROM THE ROBROWER IT	ICTION COSTS, WHICH INCHEA JE OBEDITOR CAN USE THE &	ASE THIS AMOUNT, THE CRI	DITOR CAN	OUTWAT

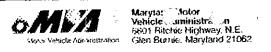
CAN BE USED AGAINST THE BORROWER, SUCH AS SUING YOU, GARNISHING YOUR WAGES, ETC. IF THIS DEBT IS EVER IN DEFAULT. THAT FACT MAY BECOME A PART OF YOUR CREDIT RECORD. THIS NOTICE IS NOT THE CONTRACT THAT MAKES YOU LABLE FOR THE DEBT.

Guaranty: I guarantee payment and performance of all of the obligations set forth in this contract, waive presentment, demand, notice of dishonor, and agree to any extension of time that may be granted in connection with this contract.

Guarentor #1 P-Inted Name	Signaturo	Date	Simot	City	State	Zîp
Guaranticr #2 Printed Name	Signatura	Date	Birşei	Chy	Stata	Zip
0.20 12 1012		220-70-95		Borrower #1 Home Phone: ( Borrower #2 Home Phone: (		.a
50clal Security Number -Borro	ower #1	Social Security Numb	· · · · · · · · · · · · · · · · · · ·		(301)343 010	
-						

F1038650135 (PEV, 38/01/36)

ORIGINAL



#### REGISTRATION CERTIFICATE

TAG NUMHER	LINIT #	STICKER NUMBER
	$\overline{\mathbb{C}^{3/2^{n}}}$	
61175103865	MAKE AND RUNY STYLE DE VEN	h(t.).
YEAR ULASS	Except violementification a N/A. 2003, A2015	
58. VEH WT. +-3700	LA COMB WT FEE 3 OCM/ D LCS 500	EXPRATION DATE
OWNER'S DUNIER I D	CENSE/SODADEX NO	S DRIVER LICENSE/SOUNDEX NO.
VAN GORVAND ADDR	C CARRENTS CONTRACT	
2001,235		

#### IMPORTANT NOTICE:

Maryland Law requires this vehicle be insured at all times.

Tags must be returned PRIOR to any cancellation of insurance on this vehicle.

Failure to comply will result in suspension of registration and penalty of up to \$2,500 per vehicle, per year.

#### Customer Claim Form

	Start Date:	Case Number : CHV0661360
Have you contacted the mfr re Have you previously filed a cla If yes, name of provider 8	im on this vehicle with t	YES □ NO he BBB or another dispute resolution provider? □ YES ☑ NO Case Number:
Titled Owner(s) Name&	Address	
POOLESVILLE. MD		
Day Phone: Fax Number: Customet Contact Info:		ening Phone: Cell Phone: nail Address:
Vehicle Information Name(s) of individual(s) or b	ousiness that appear on v	zehicle title:
Vehicle Use: Dersonal DBu	sincssDBoth Pe	rcentage of time vehicle used for business purposes: $\dot{C}$
Transmission Type: A410	Number o	f vehicles owned or leased by the business: $C = N/w$
Transmission Type: A47D Make: Chevrolet	Model: Cobalt	f vehicles owned or leased by the business: $C = N/e_T$ Model Year: 2006 Current Mileage: 5500
Transmission Type: A47D Make: Chevrolet	Model: Cobalt	Model Year: 2006 Current Mileage: 5500
Transmission Type:A470Make:ChevroletNVehicle Identification NumberN	Model: Cobalt er: 151AL13F	Model Year: 2006 Current Mileage: 5500
Transmission Type: A41D Make: Chevrolet N Vehicle Identification Number Servicing Dealer/City/State :	Model: Cobalt er: <u>161AL13F</u> Chriswell Chevrolet, Ind	Model Year: 2006 Current Mileage: 5500
Transmission Type: A410 Make: Chevrolet N Vehicle Identification Number Servicing Dealer/City/State : Selling Dealer/City/State : Insurance Cartier	Model: Cobalt er: <u>161ALIJF</u> Chriswell Chevrolet, Ind Chriswell Chevrolet, Ind Erie	Model Year: 2006 <u>467</u> c., C., Gaithersburg, MD Policy Number:
Transmission Type: A410 Make: Chevrolet N Vehicle Identification Number Servicing Dealer/City/State : Selling Dealer/City/State : Insurance Cartier	Model: Cobalt er: <u>161ALIJF</u> Chriswell Chevrolet, Ind Chriswell Chevrolet, Ind Erie	Model Year: 2006 <u>467</u> c., C., Gaithersburg, MD Policy Number:
Transmission Type: A410 Make: Chevrolet N Vehicle Identification Number Servicing Dealer/City/State : Selling Dealer/City/State : Insurance Cartier	Model: Cobalt er: <u>161AL13F</u> Chriswell Chevrolet, Ind Chriswell Chevrolet, Ind Erie ent/had body damage? Y	Model Year: 2006 <u>467</u> c., C., Gaithersburg, MD
Transmission Type:A410Make: ChevroletMVehicle Identification NumberServicing Dealer/City/StateSelling Dealer/City/StateInsurance CarrierHas vehicle been in an accideDescription of Damage	Model: Cobalt er: <u>161AL13F</u> Chriswell Chevrolet, Ind Chriswell Chevrolet, Ind Erie ent/had body damage? Y 60	Model Year: 2006 467 c., c., Gaithersburg, MD Policy Number: es No X Date of accident: $N/A$
Transmission Type:A410Make: ChevroletMVehicle Identification NumberServicing Dealer/City/StateSelling Dealer/City/StateInsurance CarrierHas vehicle been in an accideDescription of Damage:Purchase/Lease Informat	Model: Cobalt er: <u>161AL13F</u> Chriswell Chevrolet, Ind Chriswell Chevrolet, Ind Erie ent/had body damage? Y 60 ion (Complete left side if a	Model Year: 2006 Current Mileage: 5500 4.6.7 c., Gaithersburg, MD Policy Number: $4 \le 7$ Policy Policy Poli
Transmission Type:A410Make: ChevroletMVehicle Identification NumberServicing Dealer/City/StateSelling Dealer/City/StateInsurance CarrierHas vehicle been in an accideDescription of Damage	Model: Cobalt er: <u>161AL13F</u> Chriswell Chevrolet, Ind Chriswell Chevrolet, Ind Erie ent/had body damage? Y 60 <u>ion</u> (Complete left side if a age at purchase:	Model Year: 2006 Current Mileage: 5500 46.7 c., Gaithersburg, MD Policy Number: $4 \le 7$ Policy Policy Po
Transmission Type: A470 Make: Chevrolet N Vehicle Identification Number Servicing Dealer/City/State : Selling Dealer/City/State : Insurance Carrier : Has vehicle been in an accide Description of Damage : Purchase/Lease Informat Purchase Date: 11/12/05 Milea	Model: Cobalt er: <u>161AL13F</u> Chriswell Chevrolet, Ind Chriswell Chevrolet, Ind Erie ent/had body damage? <u>N</u> 60 <u>ion</u> (Complete left side if a age at purchase: sed [] Demo	Model Year: 2006       Current Mileage: 5500 $467$ $7$ c.,       Gaithersburg, MD         Policy Number: $8$ Yes No X       Date of accident:         No X       Date of accident:         No X       Date of accident:         Vehicle was purchased or right side if vehicle was leased)         Lease Date:       Mileage at lease:
Transmission Type: A470 Make: Chevrolet N Vehicle Identification Number Servicing Dealer/City/State : Selling Dealer/City/State : Insurance Carrier : Has vehicle been in an accide Description of Damage : Purchase/Lease Informat Purchase Date: 11/12/05 Milea Purchased As : S New UU	Model: Cobalt er: <u>161AL13F</u> Chriswell Chevrolet, Ind Chriswell Chevrolet, Ind Erie ent/had body damage? <u>N</u> 60 <u>ion</u> (Complete left side if a age at purchase: sed [] Demo	Model Year: 2006 Current Mileage: 5500 4 4 7 C., Gaithersburg, MD Policy Number: Ves No X Date of accident: $N/AVehicle was purchased or right side if vehicle was leased)Lease Date: Mileage at lease:Leased As : \Box New \Box Used \Box Demo$
Transmission Type: A470 Make: Chevrolet N Vehicle Identification Number Servicing Dealer/City/State : Selling Dealer/City/State : Insurance Carrier : Has vehicle been in an accide Description of Damage : Purchase/Lease Informat Purchase Date: 11/12/05 Milea Purchased As : ☑ New □ U Is the vehicle in your possessi Lienholder's Name: none Address:	Model: Cobalt er: <u>161 A L 15 F</u> Chriswell Chevrolet, Ind Erie ent/had body damage? Y 60 <u>ion</u> (Complete left side if a age at purchase: sed [] Demo ion? yes	Model Year: 2006 Current Mileage: 5500 467 c., Gaithersburg, MD Policy Number: A Date of accident: $N/Awehicle was purchased or right side if vehicle was leased)Lease Date: Mileage at lease:Leased As : \square New \square Used \square DemoIs the vehicle in your possession?Leasing Company's Name:Address:$
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This car is for a new driver and we informed the salesman of this @ the time of purchase and feel we should have been informed then of defect. We are concerned that steering may go out while trying to park on a busy street which could cause an accident. We want the car fixed, replaced or refunded

Date  $\frac{9/19/66}{1}$  an submitting this dispute for resolution in the BBB AUTO LINE program, and l/agree to arbitrate the dispute under BBB AUTO LINE Arbitration Rules.

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

## **Customer Claim Form**

Customer Name:

Case Number: CHV0661360

#### Vehicle Concerns

Problems Please list your primary concern	Servicing Dealer(s)	Current?	# of	Repair	Mileage	Days
first		Yes or No	Repair Attempts	Date(s)	on Date(s)	Out of Service
steering goes out while parallel parking		yes	3	1/0/06 5/22/06	र १९२इ इपाप	
				8104/04	5540	



#### Council of Better Business Bureaus, Inc.

	NOTICE OF HI	EARING/INSPECTION	
Date:	10/12/06	Case Number	CHV0661360
Customer:			
Business:	Chevrolet		
Mfr-Info:	1716 MD 1G1AL15F	467	
Arbitrator(s):			
Hearing Date, 7	Гіте, Place: 10/30/06 1	1:00 ET	
	1411 K Str	of Metro Washington reet, NW 10th Floor n, DC200053404	
Manner in Whi	ch Parties Will Particip	pate:	
Customer is be	ing represented by :	ves Self <u>no</u> Attorney	
Attorney Name	2:		
Attorney Phone	e Number:		
Attorney Fax N	Jumber:		
Customer:	凶 in person	$\Box$ by phone	□ in writing
Manufacturer:	$\Box$ in person	🖄 by phone	$\Box$ in writing

#### INSTRUCTIONS

- 1. Bring all witnesses, documents (2 copies) and other evidence to the hearing. No evidence can be submitted after the hearing except as permitted by BBB AUTO LINE Arbitration Rules.
- 2. Unless you are seeking reimbursement for past repairs, the vehicle must be present at the hearing. Current vehicle registration/insurance is required for all test drives. If the vehicle is inoperable, please contact your Case Specialist immediately.
- 3. Notify your Case Specialist at once if you cannot be present at the hearing or the inspection. The hearing may be conducted in your absence should you fail to attend. Failure to attend the inspection may prevent issuance of a decision in your case.
- 4. Refer to How BBB AUTO LINE Works for more detailed information on the arbitration process.

Hearing Site Phone Number: 2023938015

Hearing Site Fax Number: 2023931198



#### Council of Better Business Bureaus, Inc.

October 12, 2006

Re:m03 CHV0661360

vs Chevrolet Motor Division 1G1AL15F467

NICHOLAS SENNEMA CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Dear Madam/Sir:

Enclosed are:

- * the Agreement to Arbitrate;
- * Arbitrator Listing Sheet(s);
- * a map to the hearing site;
- * Hearing Format Outline;
- * Notice of Hearing/Inspection; and,
- * a Technical Expert's Report, if it is applicable to your case.

The purpose of the *Agreement to Arbitrate* is to outline the positions of both parties to the dispute. The *Agreement* is not intended to explain your full position -- you will have that opportunity at the hearing. Please read the *Agreement* carefully to make sure it accurately reflects YOUR position. If you have any questions about YOUR position, please call us immediately.

In preparation for your case, you may want to consider the following: 1) for each problem listed on the *Agreement to Arbitrate*, how many times has the vehicle been subject to repair, 2) the total number of days the vehicle has been out of service due to repair, 3) the cause of the problem(s) and whether or not the problem(s) continues to exist, 4) whether the use, value, and/or safety of the vehicle is substantially impaired, 5) whether the vehicle is eligible for relief under your state Lemon Law, and 6) any deduction for reasonable use or damage beyond normal wear and tear.

You must bring TWO copies of all information you plan to present at your hearing; one for the arbitrator and one for the opposing party. Also, if this case involves a repurchase request, please bring a copy of the sales agreement to confirm the purchase price.

If you have any questions, please contact me at 800.334.2406. Thank you for your continued cooperation and participation in the BBB AUTO LINE program.

Sincerely,



#### ARBITRATOR SELECTION LIST

Customer:

Case Number: CHV0661360

This is some background information on the arbitrator assigned to your upcoming arbitration hearing. Please review the information for a conflict of interest. If you have any financial, professional, political, social, or personal relationship with the arbitrator, however remote, this would be considered a conflict of interest. If this arbitrator is not acceptable please call the Bureau immediately. Otherwise, the hearing will proceed as scheduled. Be advised that the manufacturer does not participate in the selection of the arbitrator.

All of our arbitrators are volunteers; however, some receive a nominal honorarium. They are all committed to making a fair decision based on the facts of your case. At the beginning of the hearing the arbitrator will sign an oath stating that he or she has no financial, social, professional, or family relationship with either party.

#### **Arbitrator Information**

Arbitrator's Name: James Don

Arbitrator's Occupation: His practice consists of general civil litigation

#### **Arbitrator's Biography:**

As an attorney since 1996, Mr. Don's educational background and legal expertise have prepared him to assume and effectively fulfill the duties of an arbitrator. He has been a trial attorney for the majority of his legal career and is also familiar with the arbitration process having participated in numerous arbitrations. As a hearing officer at disciplinary proceedings for the Fire Department, he has presided over many hearings.



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# **Opening Statement**

Ensure that you include each of the following points in your opening statement to the parties, and adhere to them throughout the arbitration hearing.

- $\Box$  Confirm the tape recorder is on and explain to the parties the hearing is being recorded.
- □ Welcome the parties and thank them for using arbitration.
- Administer the *Oaths of Participant*.
- State you will not disclose details of the case to anyone except, possibly the BBB AUTO LINE staff for administrative purposes.
- □ Review the hearing format, which is included in the hearing packet.
- Explain that you will maintain control of the hearing and that you may curb irrelevant or repetitious testimony.
- Request the parties agree to demonstrate common courtesy and refrain from interrupting each other during the hearing.
- □ Explain you will keep the hearing focused on issues in the *Agreement to Arbitrate*.
- Explain the decision is conditionally binding, and confirm the parties understand what that means.
- □ Read aloud and confirm the *Agreement to Arbitrate*.
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# **Arbitration Hearing Format**

## Arbitrator's Opening Statement

### Parties' Presentations

- A. Presentation of consumer's testimony, evidence and witness(es) [20 minutes]
- B. Presentation of business' testimony, evidence and witness(es) [20 minutes]

## Questioning

- A. Questions, comments and rebuttals by consumer [5 minutes]
- B. Questions, comments and rebuttals by business [5 minutes]
- C. Questions by arbitrator

#### Inspection

- A. Arbitrator instructs parties about inspection/test drive procedures
- B. Inspection (and test drive, if necessary)
- C. Questions or comments about inspection (and test drive) by consumer [5 minutes]
- D. Questions or comments about inspection (and test drive) by business [5 minutes]
- E. Questions about inspection (and test drive) by arbitrator

Recess – Arbitrator will take a recess to assess whether more information or evidence may be needed. If a party is participating by telephone, BBB AUTO LINE staff will check to make sure that any faxes from that party have been shared with the other party.

## Closing the Hearing

- A. Final questions, testimony or evidence by either party [10 minutes]
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Location of Better Business Bureau		
<u>, , , , , , , , , , , , , , , , , , , </u>	Name of building (if any)	
411 K Street N	W, 10th Floor Washington, DC	
<u> </u>	Bureau Address and City	
02-393-8015		
Bureau	Phone Number (Emergencies Only)	



### DIRECTIONS

The Bureau is located at 1411 K St. NW in downtown Washington. We are at the intersection of 14th and K street.

From Maryland, come into the District on New York Avenue. Either 1) Turn right on K Street or 2) Turn right on 14th Street and left on K Street. Our building is the third on the right.

From Virginia, cross the Potomac on 395/Route 1. Keep to the left on the bridge and bear left after you cross the river, following signs for Route 1. This becomes 14th Street. Follow 14th street past the Washington Monument until you reach K Street. Turn left on K Street. Our building is the third on the right.

PARKING: There is no parking in our building. Many consumers find parking at the meters on the street nearby, but public lots are also available on Vermont Avenue and L Street.



Council of Better Business Bureaus, Inc.

BBB AUTO LINE 4200 Wilson Boulevard, Suite 800 Arlington, VA 22203-1838 Phone 800.955.5100 Fax: 703.247.9700

#### AGREEMENT TO ARBITRATE

Case Number: CHV0661360

Date: 10/12/06

Customer:

Business: Chevrolet

Mfr-Info: 1716 MD 1G1AL15F467

The decision of the arbitrator(s) will be in accordance with the BBB AUTO LINE arbitration Rules and the applicable manufacturer's Program Summary. All remedies will fall within the confines of the applicable manufacturer's Program Summary unless additional remedies are noted below.

Model : Cobalt Year : 2006

All parties named above submit to arbitration the following:

* Steering goes out while parallel parking and making three point turn

The parties have come to agreement on the following:N/A

Each party requests the arbitrator(s) render the following decision:

Consumer : Repurchase/Replacement Manufacturer :Denial

If a repurchase/replacement is sought by one of the above parties, the actual amounts sought are: Purchase price: (reflects the deduction of a rebate, if applicable)

- *
- *
- *
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- *

(* Indicates additional remedies that can only be included if a lemon law repurchase is awarded )

The manufacturer also agrees to extend authority to the arbitrator(s) to award the following:N/A









581685

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### 503 QUINCE ORCHARD RD., GAITHERSBURG, MD 20878 (301) 948-0880

OPERATION         Operation <t< th=""><th>REC</th><th>OMMENDE</th><th>SERVICES</th><th></th><th></th><th></th><th>PERATION</th><th></th><th>OPERATION D</th><th>ESCRIPTION</th><th>MO/MI</th><th>TOTAL</th></t<>	REC	OMMENDE	SERVICES				PERATION		OPERATION D	ESCRIPTION	MO/MI	TOTAL
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## Mechamical Repair Estimate

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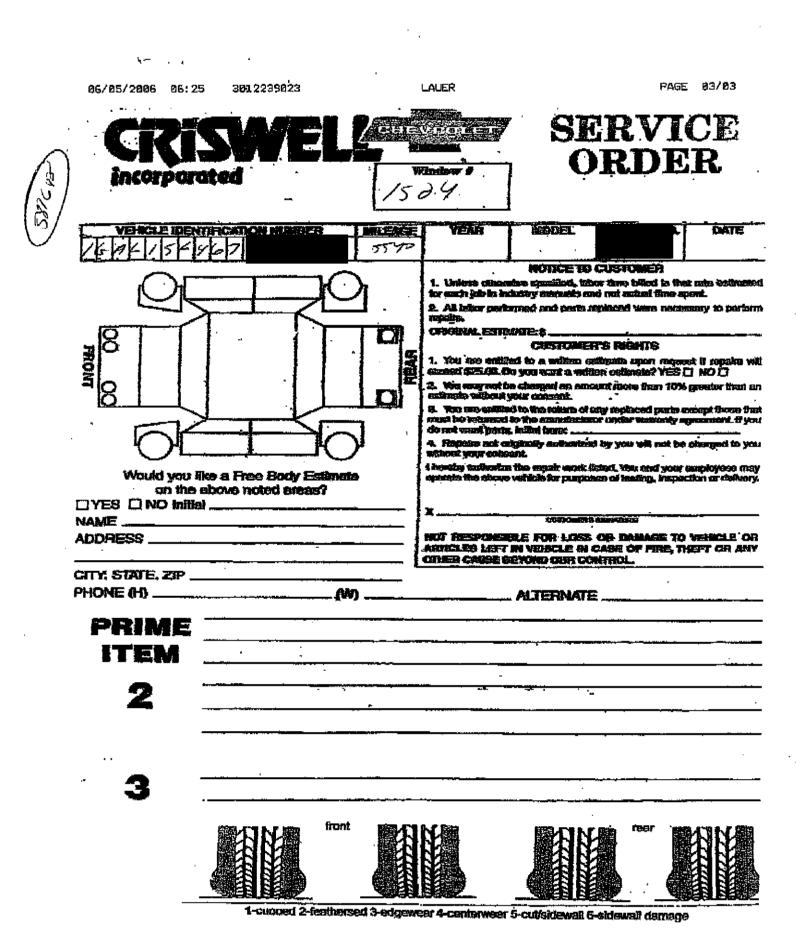
## Mechanical Repair Estimate

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FOR IMMEDIATE ACCEPTANCE.

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CHEVY BSHOP

Service Info	ormation		Pa	ge 1 of 2
<- Back	۰، Forward ->	Document ID# 1755919 2006 Chevrolet Cobalt	Feedback	Print
Subject:	Steering (EP: and/or DTCs	l Operating Characteristics of Elec S) System During Extneded Lock-to C0176 and C0476 Set (Maximum S ion) Usage #06-02-32-002A - (01/26/	o-Lock Steering	
Models:	2005-2006 Cl 2006 Chevrol	ntiac G6 (except GTP models), Pur Torrent turn VUE	·	<b>/)</b>

This bulletin is being updated with an additional DTC. Please discard Corporate Bulletin Number 06-02-32-002 (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 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).

CHEVY BSHOP

Service Information

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#### **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 bulletins 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 safety. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your GM dealer for information on whether your vehicle may benefit from the information.

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<- Back Forward ->

Document ID# 1755919 2006 Chevrolet Cobalt

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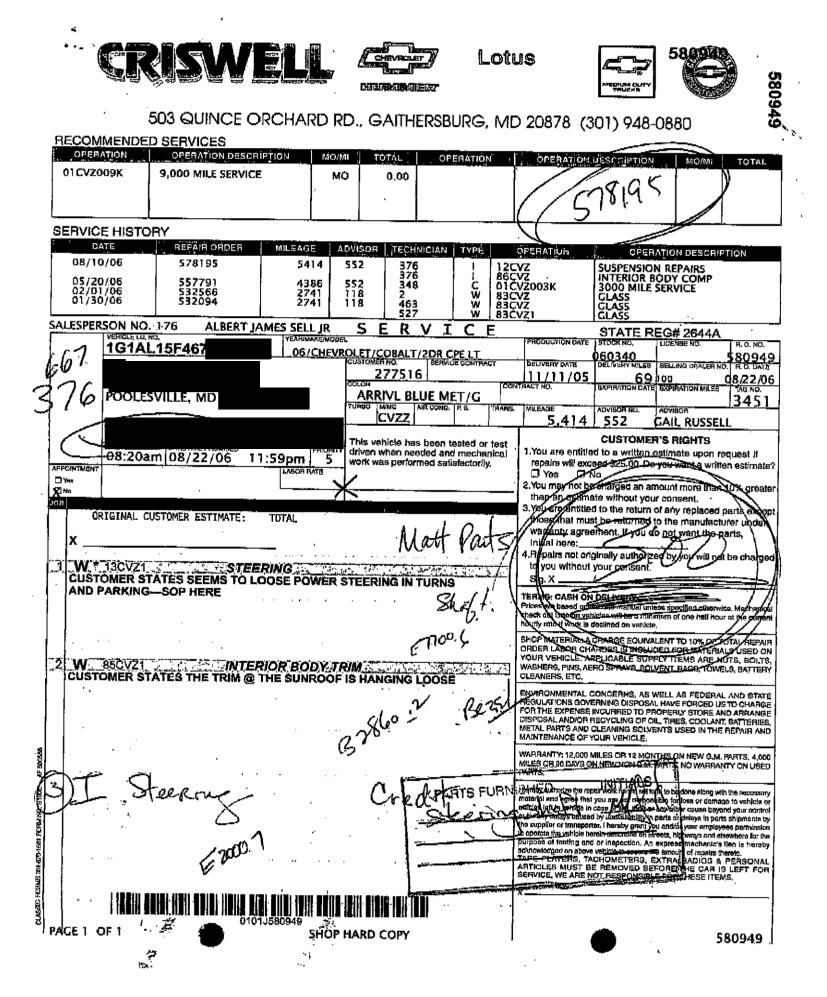
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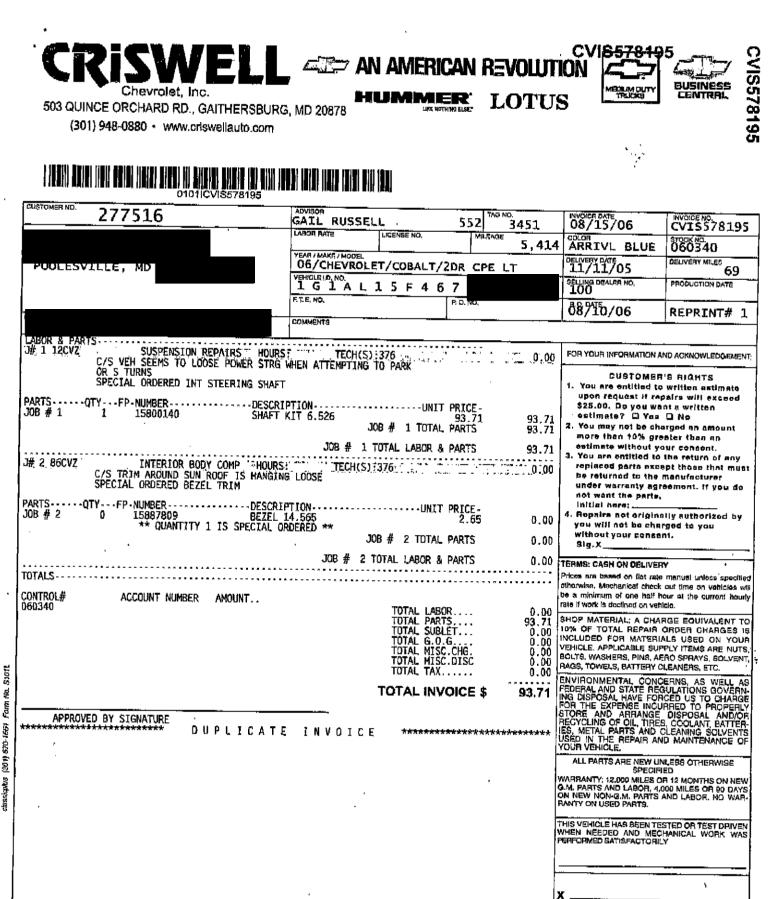
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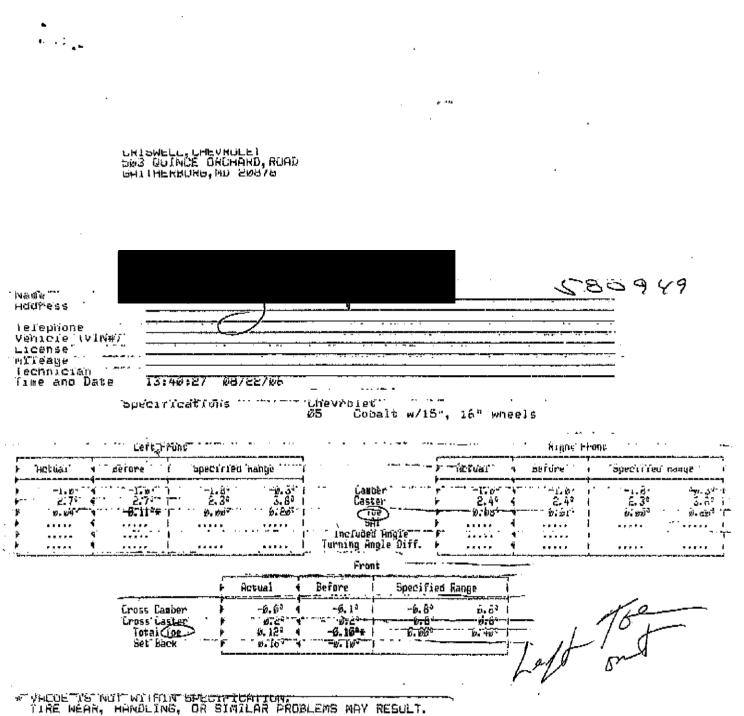
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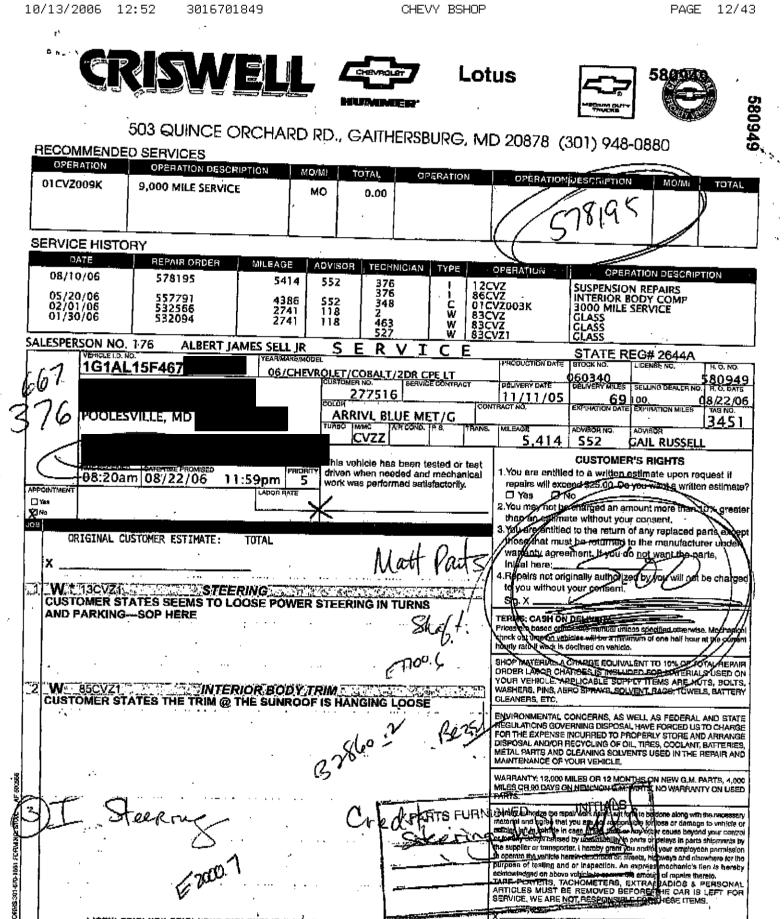
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## Mechamical Repair Estimate

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<- Back	Forward ->	Document ID# 1752745 2006 Chevrolet Cobalt	Feedback	Print
Subject:	While Turnii	unk Noise in Steering System at Slow Speed ng and/or Driving Over Bumps (Replace Shaft) #05-02-32-005C - (01/20/2006)	ls	
Modets:	2006 Chevro	ontiac Pursuit (Canada Only)		

This bulletin is being revised to add additional models and parts information. Please discard Corporate Bulletin Number 05-02-32-005B (Section 02 - Steering).

#### <u>Condition</u>

Some customers may comment on a clunk type noise coming from the front of the vehicle during a turning maneuver. This condition can also be felt through the steering wheel when the vehicle is stationary and the wheel is rotated from steering stop to steering stop. Typically, the clunk noise will be heard once for every 90° of steering wheel rotation in either direction. This clunk noise may also be noticed during low speed acceleration or deceleration, typically in light turns of the steering wheel.

The following are characteristics of this noise:

- This noise is very random.
- This noise is independent of the steering wheel angle and independent of the bumpiness of the road.
- This noise is a low frequency dull one and can be felt in your feet.
- This noise can normally be heard from the driver seat.
- This noise can be felt upon touching the steering gear from outside of the vehicle.

Note that you might also notice a slight scrub-type noise when turning the wheel back and forth. This type of noise is considered normal and repairs will not eliminate it.

#### Cause

This condition may be caused by inadequate lubrication of the steering intermediate shaft.

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Service Information

#### Correction

#### DO NOT REPLACE THE STEERING GEAR OR STEERING COLUMN ASSEMBLY.

Replace the intermediate shaft.

#### **Parts Information**

Part Number	Description	Qty
10394225	Shaft, Intermediate Steering (Cobalt/Pursuit)	1
10392744	Shaft, Intermediate Steering (ION)	1
22730246	Shaft, Intermediate Steering (HHR)	1

#### Warranty Information

For vchicles repaired under warranty, use:

Labor Operation	Description	Labor Time
E7700	Shaft, Steering Intermediate - Replace	Use Published Labor Operation Time

GM bulletins 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 safety. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your GM dealer for information on whether your vehicle may benefit from the information.



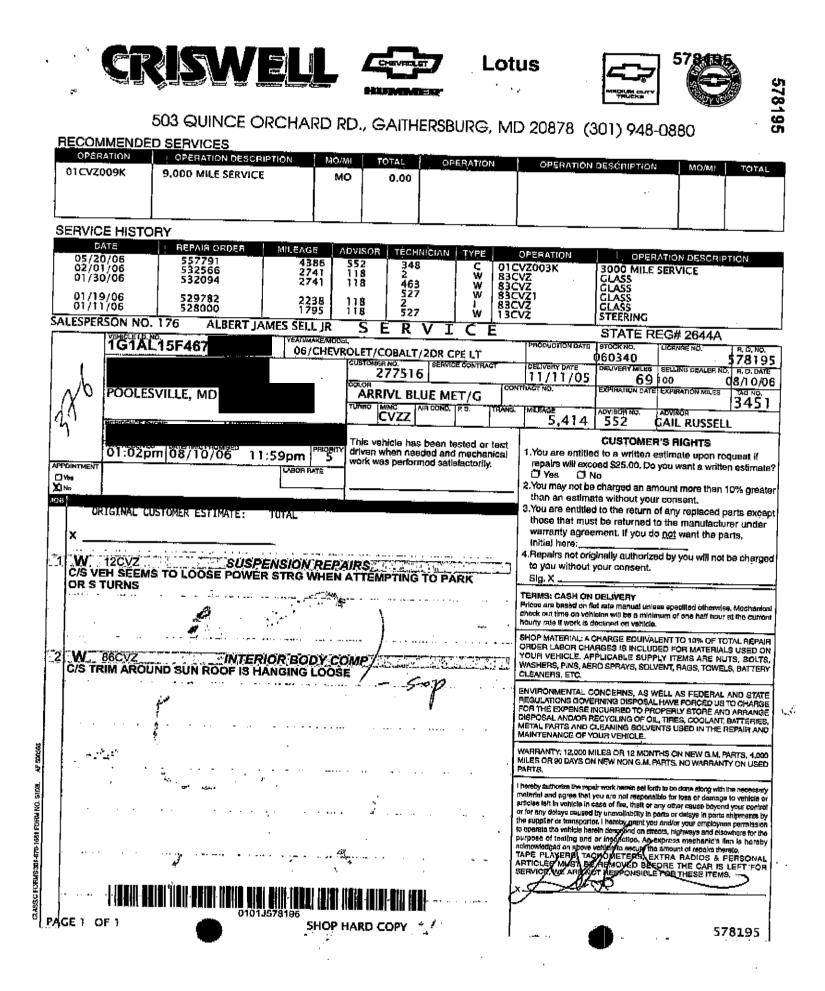
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Document ID# 1752745 2006 Chevrolet Cobalt

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## Mechamical Repair Estimate

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Service Info	ormation		Pa	ige 1 of 2
` <- Back	Forward ->	Document ID# 1752745 2006 Chevrolet Cobalt	Feedback	Print
Subject:	While Turn	lunk Noise in Steering System at Slow Spe ing and/or Driving Over Bumps (Replace te Shaft) #05-02-32-005C - (01/20/2006)	eeds	
Models:	2006 Chevro	Chevrolet Cobalt olet HHR Pontiac Pursuit (Canada Only)		
	2003-2006 S	•••	e.	

This bulletin is being revised to add additional models and parts information. Please discard Corporate Bulletin Number 05-02-32-005B (Section 02 - Steering).

#### **Condition**

Some customers may comment on a clunk type noise coming from the front of the vehicle during a turning maneuver. This condition can also be felt through the steering wheel when the vehicle is stationary and the wheel is rotated from steering stop to steering stop. Typically, the clunk noise will be heard once for every 90° of steering wheel rotation in either direction. This clunk noise may also be noticed during low speed acceleration or deceleration, typically in light turns of the steering wheel.

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- This noise can normally be heard from the driver seat.
- This noise can be felt upon touching the steering gear from outside of the vehicle.

Note that you might also notice a slight scrub-type noise when turning the wheel back and forth. This type of noise is considered normal and repairs will not eliminate it.

#### <u>Cause</u>

This condition may be caused by inadequate lubrication of the steering intermediate shaft.

... 8/11/2006

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Page 2 of 2

Service Information

#### **Correction**

#### DO NOT REPLACE THE STEERING GEAR OR STEERING COLUMN ASSEMBLY.

Replace the intermediate shaft.

#### **Parts Information**

Part Number	Description	Qty
10394225	Shaft, Intermediate Steering (Cobalt/Pursuit)	1
10392744	Shaft, Intermediate Steering (ION)	
22730246	Shaft, Intermediate Steering (HHR)	1

#### Warranty Information

For vehicles repaired under warranty, use:

Labor Operation	Description	Labor Time
E7700	Shaft, Steering Intermediate - Replace	Use Published Labor Operation Time

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### 503 QUINCE ORCHARD RD., GAITHERSBURG, MD 20878 (301) 948-0880

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# Mechanical Repair Estimate

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### 503 QUINCE ORCHARD RD., GAITHERSBURG, MD 20878 (301) 948-0880

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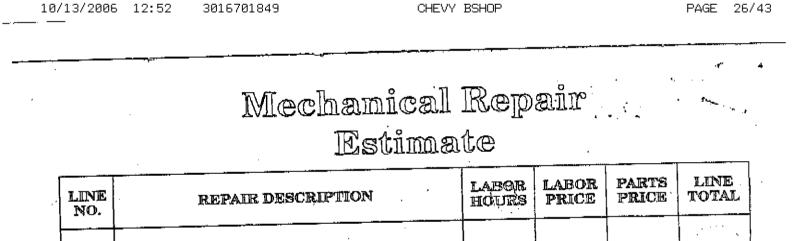


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### 503 QUINCE ORCHARD RD., GAITHERSBURG, MD 20878 (301) 948-0880

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Revised 7/21/04

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

#### **Customer:**

Request #: 1-428648001

**BBB#:** CHV0661360

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

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

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

Purchase Price (from dealer Bill of Sale before tax, tag, etc)	\$18,690.00
MSRP (from BARS Invoice) Note: If GMS price, use in place of MSRP price	\$18,690.00
Difference (If positive, look for Over Allowance) If no Trade in, have Dealer explain why customer paid more than MSRP.	\$0.00
Trade Allowance (from dealer Bill of Sale)	\$0.00
Actual Cash Value Statement	\$0.00
Difference (if positive, this is the overallowance)	\$0.00
Payoff or Lien amount from Bill of Sale (If dealer added negative equity into contract, do not subtract)	\$0.00
Actual Cash Value Statement	\$0.00
Difference (if positive, this is the negative equity)	\$0.00

If Over Allowance/Negative Equity and/or Incentives (not included in Purchase Price) are found, verify with Team Manager before submitting information to BBB							
Purchase Price (from dealer Bill of Sale before tax, tag, etc.)	\$18,690.00						
Incentives not included in Purchase Price (from BARS) minus	\$3,162.72						
(Do not include fuel fill credit or dealer incentives. GM Card Points must be included)							

Overallowance and/or Negative Equity minus	\$0.00
Actual price of Vehicle that should be presented to BBB for ATA	\$15,527.28

#### **ADR File Checklist**

SR Number:1-428648001	BBB Case: CHV0661360	
Customer: Make/Model/Year: Chevrolet/Cobalt/2006	VIN:1G1AL15F467 In Service: 11/11/2005 Mileage:	
6,559	in bervice. 11/11/2005 ivineage.	
	ate: 09/26/06 Goes Active: 09/25/06	
Primary Concern: Steering issue		
Case Scan / Acknowledgement (24 hrs	s) Completion Date/Time:	
Initial Calls (72 hrs):	· -	
Customer	Completion Date/Time: 9/11/2006 / 3:18pm	
🔀 Dealer Svc Mgr	Completion Date/Time: 9/11/2006 / 2:37pm	
Dealer Finance Mgr	<b>Completion Date/Time:</b> 9/11/2006 / 2:37pm	
	Completion Date/Time: 9/11/2006 / 3:30pm	
<b>Repair Orders Requested:</b>	<b>Received:</b> 10/18/06	
Sales Documents:	<b>Received:</b> 10/26/06	
🔀 BARS / Finance Sheet		
Case Assessment (by Day 14):		
Lemon Law Eligible:	Yes No	
Presumption:	Yes 🖂 No 🗌	
GM Position – Customer / BBB Due Date (7-10 days):		
Settlement / Goodwill Offered Date:		
All Documents Attached (by Day 15)		
Arbitration Date: 10/30/06		
Closing Activities:		
Settlement	Completion Date/Time: 11/22/2006 / 9:19am	
Executive Summary	Completion Date/Time: 11/22/2006 / 9:18am	
Close Siebel	Completion Date/Time: 11/22/2006 / 9:55am	
<b>AVM:</b> Jim Parks	Node/Box: 914055/8082	
Service Dealer: Criswell Chevrolet, Inc.	Svc Mgr: Matt Ingson	
Selling Dealer: Criswell Chevrolet, Inc.	Contact: (301) 948-0880	

**NOTES: Denied in arbitration** 



BBB AUTO LINE 4200 Wilson Boulevard, Suite 800 Arlington, VA 22203-1838 Phone 800.955.5100 Fax: 703.247.9700

#### Council of Better Business Bureaus, Inc.

November 9, 2006

Re:m04 CHV0661360

vs Chevrolet Motor Division 1G1AL15F467

NICHOLAS SENNEMA CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Dear Madam/Sir:

Enclosed is the arbitrator's Decision and Reasons for Decision for your case.

The customer has been sent an *Acceptance/Rejection Form* and has 14 days to return the form to the BBB AUTO LINE. For good cause the BBB AUTO LINE may extend this time frame. We will notify you as soon as we know whether the customer has accepted or rejected the *Decision*.

If you have any questions about the decision or if we may be of service to you, please feel free to call me at 800.334.2406.

Sincerely,

### ACCEPTANCE OR REJECTION OF DECISION

Date: 11/09/06 Customer: Business: Chevrolet Mfr-Info: 1716 MD 1G1AL15F467 Case Number: CHV0661360 State: MD

Enclosed is the Arbitration decision in your case. We hope you have found the efforts of the BBB staff and the volunteer arbitrator(s) to be satisfactory. Please call us if you have any questions about the decision.

#### COMPLETE THE FOLLOWING AND RETURN IT TO US IMMEDIATELY

Note: If this form is not received at the CBBB office within¹⁴ days from the date of the cover letter, the decision will be considered rejected and the manufacturer will be notified. You may want to return the form via certified mail or fax it to the CBBB at 703.247.9700. We suggest you call your case specialist to confirm receipt.

Please check one of the following.

I ACCEPT THE ARBITRATION DECISION. I understand this means:

- * the business will be legally bound to abide by this decision; and,
- * I, too, will be legally bound, which means I give up any right to sue the business in court on any claim that has been resolved at the arbitration hearing, unless the business fails to perform according to the Arbitrator's decision or unless otherwise provided by state or federal law.

I REJECT THE ARBITRATION DECISION. I understand this means:

- * I may pursue other legal remedies under state or federal law;
- * depending on federal or state law, the decision may be introduced as evidence by me or the business in any civil court action relating to any matter considered in this arbitration hearing;
- * the business will not be obligated to perform any part of the decision; and,
- * this will end Better Business Bureau involvement in my case.

Signature(s) of Titled Owner(s):

Date:





CASE: CHV0661360	Customer:
VIN: 1G1AL15F467	Hearing Date: 11/07/06
Arbitrator: James S. Don	Date: 11/07/06

Question 1

The customer's request (listed below) is denied.

repurchase

CASE: CHV0661360	Customer:
Arbitrator: James S. Don	Date: 11/07/06



#### REASONS FOR DECISION FORM

CASE: CHV0661360	Customer:
VIN: 1G1AL15F467	Hearing Date: 11/07/06
Arbitrator: James S. Don	Date: 11/07/06

Question 1

It is determined that a  $\{$  Please list below  $\}$  decision is a fair resolution of this dispute.

Denial

b For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

The vehicle in question is a 2006 Chevrolet Cobalt purchased new on November 11, 2005. The following issue was submitted to Arbitration by the parties – "Steering goes out while parallel parking and making three point turns."

On 1/11/06, the consumer brought the vehicle to the dealer (1795 miles) and alleged the above-mentioned problem existed and that this condition was due to a defect in manufacture or materials. The dealer acknowledged the power steering did cease to function but after consulting with a bulletin, found the vehicle performed as designed. The bulletin explained that excessive turning of the steering wheel causes the vehicle to reduce electrical current to the EPS motor of the steering system to avoid electrical overload. This reduction in electrical current causes the reduced amount of power steering. The vehicle can still be steered and "the normal amount of power steering assist should return shortly after a few normal steering movements." This information was repeated in the owner's manual. Accordingly no repair was conducted. The problem persisted and the consumer attempted to repair the condition at the dealer again on 8/10/06 (5414 miles). The dealer diagnosed the problem to be a defective steering shaft and ordered replaced the shaft in response to his complaint. The shaft was replaced on 8/22/06 (5414 miles). When the condition persisted and the consumer made another repair attempt on 8/24/06 (5540 miles) the dealer found the vehicle operated as designed.

At arbitration (11/7/06 miles) the condition was not observed. The manufacturer further testified that the replacement of the shaft on 8/22/06 was ineffective because the shaft was not defective in any manner and that the shaft was ordered as a result of a misdiagnosis of the condition of the vehicle. The power steering assist reduction was simply a design characteristic of the vehicle. The consumer did not refute this contention. Instead, the consumer maintained that he and his family notified the dealer of their intent to purchase a

vehicle for a family member who was an inexperienced driver and specifically asked the dealer for a vehicle suitable for such an inexperienced driver. Instead, the dealer sold to the consumer a vehicle inappropriate for the consumer's needs and with widely known problems. The scope of this arbitration is limited to vehicles with a "defect or condition that substantially impairs the use and market value of the motor vehicle to the consumer." The arbitration process does not review conditions that are intentionally designed and created by the manufacturer. Here, the power assist reduction is clearly designed by the manufacturer to occur in certain situations. Absent a defect in the manufacture or workmanship of the vehicle, this arbitration has no authority to review the sales related concerns posed by the consumer. While the consumer may have a right to sue the dealer in court, this is not the proper venue to address consumer's claims. Accordingly, the consumer's claims herein are denied.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem. Steering goes out while parallel parking and making three point turn. Question 3 Please indicate the cumulative number of days the vehicle was out of service for all problems 14 Question 4 Was final notice given? (Yes / No / Not Applicable) Y Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

6569.

CASE: CHV0661360	Customer:
Arbitrator: James S. Don	Date: 11/07/06

#### Customer Claim Form

Contact Date: 09/11/06	Start Date:	Case Number : CHV0661360
Have you contacted the mf	r regarding your claim?	IYES 🗆 NO
		the BBB or another dispute resolution provider? $\Box$ YES $\boxtimes$ NO
If yes, name of provider:		Case Number:
Titled Owner(s) Name	:&Address	
POOLESVILLE, MD		
Day Phone:	Ev	Vening Phone: Cell Phone:
Fax Number:		mail Address:
Customer Contact Info:		
Vehicle Information		
Name(s) of individual(s) of	r business that appear on	vehicle title:
		ercentage of time vehicle used for business purposes:
		of vehicles owned or leased by the business:
Make: Chevrolet	Model: Cobalt	Model Year: 2006 Current Mileage: 5500
Vehicle Identification Nurr	nber:	
Servicing Dealer/City/State		
Selling Dealer/City/State		
Insurance Carrier		Policy Number:
Has vehicle been in an acci	dent/had body damage?	Yes <u>No X</u> Date of accident:
Description of Damage	:	
	60	
Purchase/Lease Inform	ation (Complete left side if	vehicle was purchased or right side if vehicle was leased)
Purchase Date:11/12/05 Mi	leage at purchase:	Lease Date: Mileage at lease:
Purchased As : $\square$ New $\square$		Leased As : $\Box$ New $\Box$ Used $\Box$ Demo
Is the vehicle in your posse	ssion? yes	Is the vehicle in your possession?
Lienholder's Name: none		Leasing Company's Name:
Address:		Address:
City/St/Zip:		City/St/Zip:
Phone: ( )		Phone:
Lienholder Acct # :		Leasing Company's Acct #:

<u>Customer's Desired Outcome</u> (Describe what you want done to resolve your concern) This car is for a new driver and we informed the salesman of this @ the time of purchase and feel we should have been informed then of defect. We are concerned that steering may go out while trying to park on a busy street which could cause an accident. We want the car fixed, replaced or refunded

Signature of Titled Owner(s):

Date

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under BBB AUTO LINE Arbitration Rules.

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838



Customer Name:

# Vehicle Concerns

First Repair Attempt	Date: 01/11/06	Mileage: 1795
Last Repair Attempt	Date:	Mileage:
Total Days out of Service	2:	

Problems – <b>Please list your <u>primary</u> concern</b>	Servicing Dealer(s)	Current?		Repair	Mileage	Days Out of
first		Yes or	Repair	Date(s)	on	Out of
		No	Attempts		Date(s)	Service
steering goes out while parallel parking		yes	3			



#### **Council of Better Business Bureaus, Inc.**

September 11, 2006

Re:m01 CHV0661360 vs Chevrolet Motor Division

TRACE BERNICKY CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Dear Madam/Sir:

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

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

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

Sincerely,



**BBB AUTO LINE PROGRAM SUMMARY** 

# **General Motors**

General Motors has agreed to arbitrate claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law.

## 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 state 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 state lemon law, the arbitrator will award a refund or replacement vchicle 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 state 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 state 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 the customer received or manufacturersponsored credit card earnings used as a downpayment or capitalized cost reduction.

# WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

A claim that does not meet all standards of the applicable state 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 two years or 24,000 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 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 salvaged or branded titled vehicles.
- 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.
- Allegations of fraud or other violations of law.
- Claims seeking compensation for loss of wages.
- Claims seeking compensation for personal injury or mental anguish.
- Claims seeking punitive 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 your General Motors Bumper-to-Bumper new vehicle warranty.

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within two years or 24,000 miles – whichever comes first – from the date the vehicle was first put into use.

## **Eligible Claims**

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

## Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 10,000 pounds G.V.W.R.; and GM chassis or chassis cabs in motor homes up to 21,000 pounds G.V.W.R.

The customer's vehicle must be:

- Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;
- Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- Covered by a United States warranty.

## **Remedies For Warranty Claims**

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle.
- Repurchase of the vehicle.
- Replacement of the vehicle.

## **Repairs/Reimbursement For Repairs**

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

## **Repurchase Or Replacement**

If a repurchase or replacement is awarded in a claim that does not meet all standards of the applicable state lemon law, the arbitrator may award up to the following remedies:

- **Owned vehicle repurchase** -- The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- Leased vehicle repurchase To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
- **Replacement vehicle** 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.

## **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		<pre># miles attributable to the customer</pre>		Vehicle purchase
Deduction/	7.7	at the time of the arbitration hearing	х	price or gross
Payment		100,000		capitalized cost

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

## STANDARDS OF THE MARYLAND LEMON LAW

The following is an brief explanation of most relevant provisions of the Maryland lemon law. The complete text of the lemon law can be found at Maryland Com. Law Code Ann. Sections 14-1501 *et seq.* and 14-2001 *et seq.* 

## VEHICLES COVERED

The Maryland lemon law covers vehicles registered in Maryland as a Class A passenger vehicle; Class D motorcycle; Class E truck with a 3/4 ton or less manufacturer's rated capacity; or Class M multipurpose vehicle.

The lemon law covers used vehicles, but does not cover motor homes or motor vehicles that are part of a fleet purchase or fleet lease of five or more motor vehicles.

## **CONSUMERS COVERED**

The lemon law covers consumers who fall into any one of the following categories:

- 1. The purchaser, other than for purposes of resale, or the lessee of a new motor vehicle;
- 2. Any person to whom a new motor vehicle is transferred during the duration of the vehicle's warranty; or
- 3. Any other person who is entitled to enforce the warranty.

The rights available to a consumer under the lemon law inure to a subsequent transferee of a new motor vehicle for the duration of the applicable warranties. If a lessor permits the lessee to assign any interest in the lease or the motor vehicle, upon such assignment the rights available to a lessee under the lemon law inure to an assignce of the lessee's rights under the lease or a subsequent transferee of the motor vehicle.

## **VEHICLE CONVERTERS**

The lemon law applies to vehicle converters.

## LEMON LAW COVERAGE PERIOD

The lemon law defines a "manufacturer's warranty period" that extends until the earlier of the first 15,000 miles of vehicle operation or 15 months following the date of the motor vehicle's original delivery to the consumer.

## PROBLEMS COVERED

The lemon law covers any defect or condition that substantially impairs the use and market 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 nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2004, Council of Better Business Bureaus, Inc.

## MANUFACTURER'S DUTY TO REPAIR

If a motor vehicle does not conform to all applicable warranties during the "manufacturer's warranty period", the consumer must report the nonconformity during the "manufacturer's warranty period" by sending written notice to the manufacturer, factory branch, or lessor by certified mail, return receipt requested. Notice of this procedure must be conspicuously disclosed to the consumer in writing at the time of sale or delivery of the motor vehicle.

The consumer must provide the manufacturer or factory branch, its agent or authorized dealer, or the lessor with an opportunity to cure the nonconformity. The manufacturer or factory branch, its agent or authorized dealer, or the lessor must correct the nonconformity at no charge to the consumer within 30 days of the manufacturer's receipt of the consumer's written notification, even if repairs are made after the expiration of the "manufacturer's warranty period".

## MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer or factory branch, its agent or authorized dealer, or the lessor is unable to repair or correct any nonconformity after a reasonable number of repair attempts within the "manufacturer's warranty period", the manufacturer must, at the option of the consumer, either replace or repurchase the motor vehicle.

## **REASONABLE NUMBER OF REPAIR ATTEMPTS**

The Maryland lemon law creates a *presumption* that a manufacturer has had a reasonable number of repair attempts if any of the following occurs within the "manufacturer's warranty period":

- 1. The same nonconformity has been subject to repair by the manufacturer or factory branch, its agent or authorized dealer four or more times but continues to exist;
- 2. The vehicle was out of service by reason of repair of one or more nonconformities for a cumulative total of 30 or more days; or
- 3. A nonconformity resulting in a braking or steering system failure has been subject to the same repair at least once, the manufacturer has been notified and given the opportunity to cure the nonconformity, and the repair does not bring the vehicle into compliance with the motor vehicle safety inspection laws.

The term of any warranty, the "manufacturer's warranty period", and the 30 day out-of-service period are extended by any time during which repair services are not available to the consumer by reason of war, invasion, strike, or fire, flood, or other natural disaster.

## NOTICE AND OPPORTUNITY TO REPAIR

The consumer must report the nonconformity during the "manufacturer's warranty period" by sending written notice to the manufacturer, factory branch, or lessor by certified mail, return receipt requested. Notice of this procedure must be conspicuously disclosed to the consumer in writing at the time of sale or delivery of the motor vehicle.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2004, Council of Better Business Bureaus, Inc. The consumer must provide the manufacturer or factory branch, its agent or authorized dealer, or the lessor with an opportunity to cure the nonconformity. The manufacturer or factory branch, its agent or authorized dealer, or the lessor must correct the nonconformity at no charge to the consumer within 30 days of the manufacturer's receipt of the consumer's written notification.

The dealer must notify the manufacturer of the existence of a nonconformity within 7 days when the motor vehicle is delivered to the same dealer for a fourth repair attempt of the same nonconformity, or when the vehicle has been out of service for repair of one or more nonconformities for a cumulative total of 20 days. The failure of a dealer to give such notice does not affect the consumer's rights under the lemon law.

### **DISPUTE RESOLUTION**

If the manufacturer has established an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, the consumer may but need not resort to that procedure before the provisions requiring refund or replacement apply. A consumer who has resorted to an informal dispute settlement procedure may not be precluded from seeking the rights or remedies available by law.

## TIME PERIOD FOR FILING CLAIMS

An action on an owned vehicle must be commenced within three years of the date of the vehicle's original delivery to the consumer. An action on a leased vehicle must be commenced within one year after termination of the lease.

## **REMEDIES UNDER THE MARYLAND LEMON LAW**

## **REPURCHASE OF AN OWNED VEHICLE**

The Maryland lemon law provides that a manufacturer must pay the following amounts when it repurchases an owned vehicle under the lemon law:

- 1. The full purchase price; and
- 2. All license and registration fees, and any similar governmental charges;
- 3. Less a reasonable allowance for the consumer's use of the vehicle not to exceed 15% of the purchase price;
- 4. Less a reasonable allowance for damage not attributable to normal wear and not including damage resulting from a nonconformity.

Refunds must be made to the consumer and lienholder, if any, as their interests appear on the records of ownership maintained by the Motor Vehicle Administration.

The consumer may recover from the Motor Vehicle Administration the excise taxes originally paid by the consumer for the returned vehicle. The excise taxes that the consumer is entitled to recover are calculated based on the amount of the purchase price or any portion of the purchase price of the motor vehicle that is refunded to the consumer.

## **REPURCHASE OF A LEASED VEHICLE**

The Maryland lemon law provides that a manufacturer must pay the following amounts when it repurchases a leased vehicle under the lemon law:

## To the lessee:

The lemon law provides that it shall be construed to provide a mechanism through which the lessor and lessee are made whole for losses incurred as a result of a motor vehicle's nonconformity, defect, or condition. The Maryland Attorney General's Office has determined that an award making the lessee whole could include lease payments made by the lessee. The lemon law also requires that the manufacturer refund to the lessee:

- 1. All money paid during the period in which the vehicle was not available due to the defect, condition or nonconformity;
- 2. All sums paid by the lessee to repair the defect, condition or nonconformity;
- 3. All excise tax, license and registration fees and similar governmental charges;
- 4. Less a reasonable allowance for the lessee's unimpaired use of the vehicle.

To the lessor:

1. All amounts due to the lessor under the terms of the lease.

#### This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2004, Council of Better Business Bureaus, Inc.

The lessor may not assess the lessee any prepayment penalty, early termination fees, or other charges resulting from return of the vehicle.

## REPLACEMENT

When replacing a vehicle under the Maryland lemon law, the manufacturer must provide a comparable motor vehicle acceptable to the consumer. The reasonable allowance for use does not apply to a replacement.

When a leased vehicle is replaced, provided that the lessee meets the lessor's then current credit criteria with respect to the lease, the lessor must transfer the title of the defective motor vehicle to the manufacturer; accept title to the comparable replacement motor vehicle; transfer possession of the comparable motor vehicle to the lessee; and execute a lease agreement with the lessee with the same time period, terms and conditions of the original lease.

The Motor Vehicle Administration will allow a credit to the consumer against the excise tax imposed for the replacement vehicle in the amount of the excise taxes originally paid by the consumer for the returned vehicle. If the excise tax on the replacement vehicle exceeds the excise tax credit for the returned vehicle, the dealer will collect only that portion of excise tax due. If the excise tax credit on the returned vehicle exceeds the excise tax on the replacement vehicle, the consumer is entitled to recover a refund from the Motor Vehicle Administration of that excess.

This information is not intended as legal advice. Please direct specific questions to your legal counsel. © 2004, Council of Better Business Bureaus, Inc.

Case Assessment By:Nick	<u>S</u> ennema	Siebel/CARS Request #:1-428648001					
Customer Name:	-						
Veh year:2006	Make:Chevrolet	Model:Cobalt	Current mileage:6,000				
Veh ID	In Service Date:11/11/2005	Purchased:New	If used:				
#:1G1AL15F467							
What is the customer seeking? Car fixed, replaced or refunded							
5 1							

## VEHICLE REPAIR HISTORY

## CUSTOMER'S PRIMARY SYMPTOM/CONCERN:

Date:	RO#: <u>N</u>	<u> Kileage:</u>	Days Out:	Description of Repair:
01/11/06	528000	1,795	1	Normal Characteristic of vehicle
08/10/06	578195	5,414	6	Ordered steering shaft
08/22/06	580949	5,414	1	Replaced Steering Shaft
				Normal characteristic of vehicle
08/24/06	581685	5,540	1	Normal Characteristic

#### CUSTOMER'S PRIMARY SYMPTOM/CONCERN:

## Date: RO#: Mileage: Days Out: Description of Repair:


### **OTHER** SYMPTOM/CONCERN:

Date:	RO#: Mi	leage:	Days Out:	Description of Repair:
1/11/06	528000	1,795	**	Ordered wiper arm
01/30/06	532094	2,741	1	Ordered Windshield
				Replaced Wiper Arm
02/01/06	532566	2,741	1	Replaced windshield
08/10/06	578195	5,414	**	Ordered Bezel Trim
08/22/06	580949	5,414	**	replaced sunroof bezel
08/24/06	581685	5,540	**	Replaced right side mirror

Team Lead Approval:

Total Days Out of Service: 11 and		ustomer pay reasons such a ion Repairs)	as; Maintenance
VEHICLE MEETS PRESUMPTION LEMON	LAW? YES:	NO:X	
What is customer eligible for (based of States lemon law requirements for mo Customer meets repair attempts for p but does not meet the days out of ser	eeting presumption presumption (althou	)?	

DVM and/or DEALER RECOMMENDATION(s):Normal characteristic of the car

CRS RECOMMENDATION & RATIONALE (EXPLAIN):Normal characteristic of the car

Decision reached by CRS:	Arbitrate case: X	Settle case:	
--------------------------	-------------------	--------------	--



#### GENERAL MOTORS BUSINESS RESOURCE CENTER

### VIA FAX ONLY

Thursday October 26th, 2006

Sara Reynolds Criswell Chevrolet 503 Quince Orchard Rd Gaithersburg, MD 20878

Re:

Siebel Request: 1-428648001 2006 Chevrolet Cobalt VIN # 1G1AL15F467

Dear Ms. Reynolds:

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

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

- All sales, purchase and finance agreements, including a conversion invoice (if applicable)
- The incentives acknowledgement form
- The Actual Cash Value statement of any trade

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,

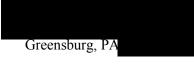
Nick Sennema BRC Customer Relationship Manager Ph# 866-790-5600, prompt 9, prompt 5, extension 11706 FAX# 866-842-9445

## **ARB SPECIALIST FORM**

ARBITRATION DATE: 11/07/06 - 3pm	
ARB SPECIALIST: Kimberly Nott	<b>REVIEW DATE:</b> 10/25/06
CUSTOMER:	
COREPOINT/SIEBEL#: 1-428648001	
BBB CASE#: CHV0661360	STATE: MD
CRM: Nick Sennema	
REQUIRED DOCUMENTS:	COMPLETED DOCUMENTS
CCF	$\boxtimes$
REPAIR ORDERS	$\boxtimes$
CASE ASSESSMENT	$\boxtimes$
GMVIS	$\boxtimes$
🖂 ATA (COMPLETED)	$\boxtimes$
ACV	
SALES DOCUMENTS	$\boxtimes$
Inegative equity/overallowance	
GM POSITION	$\boxtimes$
GOODWILL OFFERED	$\boxtimes$
CASE SCAN	
TSB (IF PERTAINS)	$\boxtimes$
SHOULD FILE BE ARBITRATED? (Circle)	
BRC YES	
AVM YES	
AVM NAME: Jim Parks	
SUGGESTIONS/NOTES (IF BOX CHECKED-ACTIO	N REQUIRED):
REVIEW POSSIBLE OUTCOMES OF ARB WITH	CUSTOMERS
(I.E. MILEAGE/USAGE OR NEGATIVE EQU	JITY)
NEW GOODWILL OFFER	
<notes></notes>	
RETURNED TO CRM - ARB CRM's RECOM	MENDATION: < DATE>
<notes></notes>	
RETURN TO ARB SPECIALIST BY: < DATE>	

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

May 20, 2011



Service Request: 1-430538861 Customer Relationship Specialist: Johanna Snell

### Dear

Chevrolet is pleased to provide service coverage for the Steering on your 2005 Chevrolet Cobalt, Vehicle Identification Number 1G1AL12F557 This service coverage will commence upon the expiration of the applicable New Vehicle Limited Warranty and will continue until March 24, 2011, or 75,000 miles, whichever occurs first. Chevrolet will make repairs to correct defects related to materials or workmanship occurring during the coverage period specified above. The following item(s) are covered:

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

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

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

Sincerely,

Chevrolet Customer Assistance Center

ATTENTION: DEALERSHIP SERVICE MANAGER Component Service Coverage

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

May 20, 2011

Greensburg, PA

Service Request: 1-430538861 Customer Relationship Specialist: Johanna Snell

Dear

Thank you again for making us aware of the situation with your 2005 Chevrolet Cobalt. We know you are sincere in the position you have taken, and we trust we have been able to explain our point of view.

In circumstances such as these, Chevrolet believes that our customers should have the opportunity to deal with unresolved matters in a fast and fair resolution process. For that reason, we participate in the Better Business Bureau's BBB AUTO LINE program, an independent resolution process administered by the Council of Better Business Bureaus. BBB AUTO LINE provides mediation and arbitration for eligible warranty-related issues.

As a Chevrolet customer, BBB AUTO LINE is available to you at no cost. The BBB AUTO LINE program is discussed in your vehicle's "Warranty and Owner Assistance Information Booklet."

To contact the BBB AUTO LINE, or get more information about the program, contact the BBB at 1-800-955-5100 (Monday through Friday during normal business hours). You may also access the BBB AUTO LINE website at any time (including evenings, weekends and holidays) by visiting <a href="http://www.dr.bbb.org/goauto">http://www.dr.bbb.org/goauto</a>

Whether you contact them by telephone or Internet, the BBB will provide you with full program details, current eligibility standards of the BBB AUTO LINE program and will assist you with any questions you have.

Thank you for the opportunity to review this matter.

Sincerely,

Chevrolet Customer Assistance Center

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

May 20, 2011

Groveland, FL

Service Request: 1-433712345 Customer Relationship Specialist: Estella Reyna

Dear :

Thank you again for making us aware of the situation with your 2005 Chevrolet Cobalt. We know you are sincere in the position you have taken, and we trust we have been able to explain our point of view.

In circumstances such as these, Chevrolet believes that our customers should have the opportunity to deal with unresolved matters in a fast and fair resolution process. For that reason, we participate in the Better Business Bureau's BBB AUTO LINE program, an independent resolution process administered by the Council of Better Business Bureaus. BBB AUTO LINE provides mediation and arbitration for eligible warranty-related issues.

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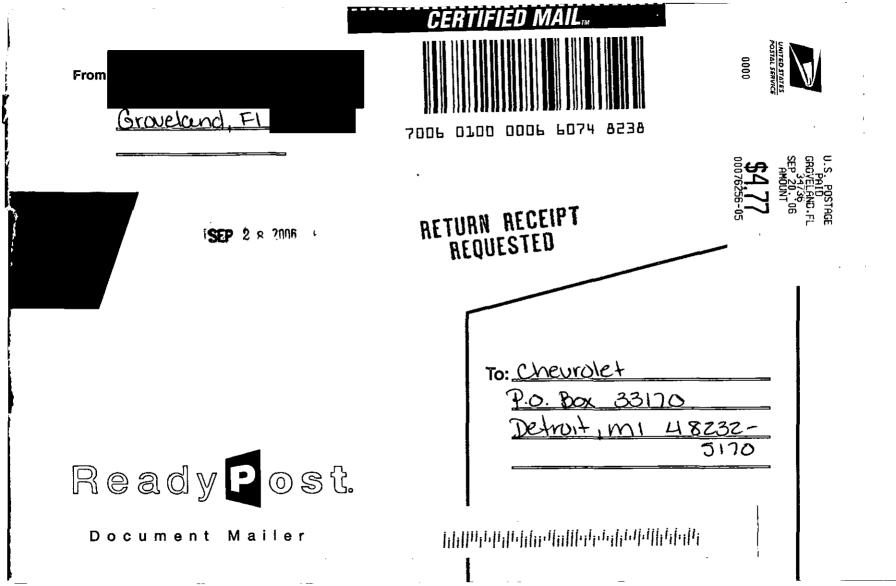
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Whether you contact them by telephone or Internet, the BBB will provide you with full program details, current eligibility standards of the BBB AUTO LINE program and will assist you with any questions you have.

Thank you for the opportunity to review this matter.

Sincerely,

Chevrolet Customer Assistance Center

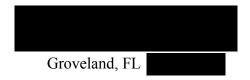


Motor Vehicle Defect Notification (Please print clearly in black ink, or type)
Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:
The vehicle has been out of service at least 15 days to repair one or more substantial defects.
3 or more repair attempts have been made to repair the <b>same</b> substantial defect or condition. This is notification of the final opportunity to correct the continuing substantial defect(s) or condition(s).
Description of continuing defect(s) or condition(s) failing power Steering, electrical
System goes haywere, -tachometer, seconty light, chimes.
Puter Strong lights (NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.)
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Name and City/State of authorized service agent(s) attempting previous repairs
Courtesy chevy - orlando, FI
Bill Seidle cheur- clermont FI
Consumer Home phone
Ccli
Groveland, Fl
Signature
Date Mailed
White-manufacturer's copy, send by registered (return receipt requested) or express mail. Yellow-consumer's copy, keep for your records. Pink-Attorney General's copy, send by regular mail. (1/98)

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٦,

May 20, 2011



Service request: 1-433712345 Customer Relationship Specialist: Estella Reyna

Dear e:

Thank you for your recent correspondence dated September 28, 2006 regarding your 2005 Chevrolet Cobalt. We are sorry you are dissatisfied with your Chevrolet. Our continued success depends upon the satisfaction our customers receive from their vehicles.

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

We attempted to schedule a repair at Bill Seidle Chevrolet-Oldsmobile, Inc. At that time, you advised me that you are refusing the final repair and have decided to pursue this matter differently.

If you have further questions, please contact our Chevrolet Customer Assistance Center at 1-800-222-1020 Monday through Friday between 8:00 a.m. and 5:00 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



#### GENERAL MOTORS BUSINESS RESOURCE CENTER

## VIA FAX ONLY

September 28, 2006

Lee Clark, Service Adviser Lakeshore Chevrolet 543 East 185TH Street EUCLID, OH. 44119-1671

Re:

Siebel Request: 1-435000618 2005 Chevrolet Cobalt VIN # 1G1AK52F657

Dear Mr. Clark:

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

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

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

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

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

Sincerely,

Patricia Chandler

Patricia Chandler BRC Customer Relationship Specialist Ph# 866-790-5600, extension 11552 FAX# 866-893-7511 .

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

To:	PATRICIA CHANDI,	ER. Fax:	8668937511	
From:	LAKSHORE CHEVY	Date:	9/28/2006	
Re:	1-435000618	Pages	3	
cc:				
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REB-C	LARK			

facsimile transmittal

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	*ACCOUNTING*	<u></u>	
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CLEVELAND. OH HOME: BUS:		FAX 216/481	-7370
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SILVER 05 CHEVROLET COBAL DEL DATE PROD. DATE WARR EXP	T 1G1AK52F657	BATE PAYMENT	7/38927 T111B INV.DATE
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#### WARRANTY COPY

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REPLACED PARTS WILL'BE RETURNED UNLESS BRECHED OTHERWISE, ALL PARTS WHICH AND COVERED BY MANUFACTURERS' WARRANTY OR ARE TO BE REBUILT OR SOLD BY US MUST BE RETURNED TO MANUFACTURER AND WILL NOT BE RETURNED TO THE CUSTOMER.	ISIGNED) DEALER, GENERAL MANAGER	I OR AUTIORIZED PERSON (UATE)	PLEASE PAY	IТ (1997)	
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#### WARRANTY COPY



#### Council of Better Business Bureaus, Inc.

September 28, 2006

Re:m01 CHV0663476 vs Chevrolet Motor Division

PATRICIA CHANDLER CHEVROLET P O BOX 33170 DETROIT MI 48232-5170

Dear Madam/Sir:

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

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

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

Sincerely,

## Customer Claim Form

Contact Date: 09/28/06	Start Date:	Case Number: CHV0663476
	on this vehicle with the	CS □ NO BBB or another dispute resolution provider? □ YES ☑ NO ate:Case Number:
Titled Owner(s) Name&Add	lress	
CLEVELAND OH		
Day Phone:	Eveni	ng Phone: Cell Phone:
Fax Number:		il Address:
Customer Contact Info:	2	
Vehicle Information		
Name(s) of individual(s) or busin	ess that appear on veh	nicle title:
		ntage of time vehicle used for business purposes:
		ehicles owned or leased by the business:
Make: Chevrolet Mode	el: Cobalt	Model Year: 2005 Current Mileage: 39000
Vehicle Identification Number:		
Servicing Dealer/City/State : ,		
Selling Dealer/City/State : 1	akeshore chevorlet, euclid	I, OH
Insurance Carrier :		Policy Number:
Has vehicle been in an accident/ha	ad body damage? Yes	<u>No X</u> Date of accident:
Description of Damage :		
Purchase/Lease Information	(Complete left side if vehi	icle was purchased or right side if vehicle was leased)
Purchase Date:06/02/06 Mileage at	t purchase:	Lease Date: Mileage at lease:
Purchased As : ☑ New □ Used □		Leased As : $\Box$ New $\Box$ Used $\Box$ Demo
Is the vehicle in your possession?	yes	Is the vehicle in your possession?
Lienholder's Name: nuvell credit		Leasing Company's Name:
Address:		Address:
City/St/Zip:		City/St/Zip:
Phone: ( ) -		Phone:
Lienholder Acct # :		Leasing Company's Acct #:
Customen's Desired Outer	o (Described data)	
Customer's Desired Outcom	<u>e</u> (Describe what you wan	u aone io resolve your concern)

They said they cant get it to do it again so they can not fix it.

Signature of Titled Owner(s): _

Date

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under BBB AUTO LINE Arbitration Rules.

Return the Form to: BBB AUTO LINE, 4200 Wilson Blvd., Suite 800, Arlington Va, 22203-1838

Customer Name:

## Vehicle Concerns

First Repair Attempt	Date: 09/12/06	Mileage: 38000
Last Repair Attempt	Date:	Mileage:
Total Days out of Service	2:	

Problems – <b>Please list your <u>primary</u> concern</b>	Servicing Dealer(s)	Current?		Repair	Mileage	Days
first		Yes or No	Repair Attempts	Date(s)	on Date(s)	Out of Service
car keeps acting like it wants to cut off		yes	3			
check engine light keeps coming on		yes	3			
power steering goes out		yes	3			
the car over heated		yes	3			



**BBB AUTO LINE PROGRAM SUMMARY** 

# **General Motors**

General Motors has agreed to arbitrate claims covered by the applicable state lemon law. General Motors has also agreed to arbitrate certain warranty claims not covered by the lemon law.

## 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 state 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 UINE.]

If the claim meets all standards set out by the applicable state 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 state 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 state 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 the customer received or manufacturersponsored credit card earnings used as a downpayment or capitalized cost reduction.

## WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

A claim that does not meet all standards of the applicable state 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 UNE 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 two years or 24,000 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 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 salvaged or branded titled vehicles.
- 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.
- Allegations of fraud or other violations of law.
- Claims seeking compensation for loss of wages.
- Claims seeking compensation for personal injury or mental anguish.
- Claims seeking punitive 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 your General Motors Bumper-to-Bumper new vehicle warranty.

A claim seeking **repurchase** or **replacement** must be received by BBB AUTO LINE within two years or 24,000 miles – whichever comes first – from the date the vehicle was tirst put into use.

## **Eligible Claims**

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

## Eligible Vehicles

Claims may be filed for cars; light duty trucks and vans up to 10,000 pounds G.V.W.R.; and GM chassis or chassis cabs in motor homes up to 21,000 pounds G.V.W.R.

The customer's vehicle must be:

- Owned or leased in the name of an individual or owned or leased by a business that owns or leases no more than three vehicles;
- Purchased or leased, registered, and normally operated in the United States, Puerto Rico or U.S. Virgin Islands; and
- Covered by a United States warranty.

## **Remedies For Warranty Claims**

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle.
- Repurchase of the vehicle.
- Replacement of the vehicle.

## **Repairs/Reimbursement For Repairs**

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

## **Repurchase Or Replacement**

If a repurchase or replacement is awarded in a claim that does not meet all standards of the applicable state lemon law, the arbitrator may award up to the following remedies:

- **Owned vehicle repurchase** -- The actual amount paid for the vehicle. This will not include taxes, fees, and finance charges.
- Leased vehicle repurchase To the lessor: pay-off amount pursuant to the lease. To the lessee: any trade-in allowance/downpayment and all base monthly payments actually paid, excluding all collateral charges (e.g., taxes, fees, and finance/lease charges).
- **Replacement vehicle** 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.

## **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/	 at the time of the arbitration hearing	х	price or gross
Payment	100,000		capitalized cost

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

## STANDARDS OF THE OHIO LEMON LAW

The following is a brief explanation of most relevant provisions of the Ohio lemon law. The complete text of the lemon law can be found at Ohio Rev. Code Ann. Sec. 1345.71 *et seq.* 

### VEHICLES COVERED

The Ohio lemon law covers (1) a passenger car, (2) a noncommercial motor vehicle, or (3) those parts of any motor home that are not part of the permanently installed facilities used for cold storage, cooking, cating and sleeping.

A "passenger car" is any motor vehicle that is designed and used for carrying not more than nine persons and includes any motor vehicle that is designed and used for carrying not more than fifteen persons in a ridesharing arrangement. Guidance from the Attorney General's Office indicates that a pick-up truck used exclusively for business purposes is not covered by the lemon law.

A "noncommercial motor vehicle" is any motor vehicle, including a farm truck, that is designed by the manufacturer to carry a load of no more than one ton and is used exclusively for purposes other than engaging in business for profit.

#### CONSUMERS COVERED

The lemon law covers the following "consumers":

- 1. The purchaser, other than for purposes of resale, of a motor vehicle;
- 2. Any lessee of a motor vehicle for 30 days or more while title remains in the name of a person other than the user;
- 3. Any person to whom the vehicle is transferred during the duration of the manufacturer's written vehicle warranty; and
- 4. Any other person entitled by the terms of the warranty to enforce the warranty.

The lemon law appears to cover a subsequent transferee if the vehicle is acquired during the warranty period.

### VEHICLE CONVERTERS

The lemon law does not apply to vehicle converters.

### PROBLEMS COVERED

The lemon law covers any "nonconformity", which it defines as a defect or condition that:

- 1. Substantially impairs the use, value, or safety of a motor vehicle to the consumer; and
- 2. Does not conform to the express written warranty of the manufacturer or distributor.

The lemon law provides the manufacturer an affirmative defense if the manufacturer can show that the nonconformity is the result of abuse. neglect, or unauthorized modification or alteration

Ohio-May 2006

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of the passenger motor vehicle by anyone other than the manufacturer, its agent or authorized dealer.

## MANUFACTURER'S DUTY TO REPAIR

If a vehicle does not conform to the manufacturer's written new vehicle warranty and the consumer reports the nonconformity to the manufacturer, its agent or authorized dealer during the period of one year following the date of original delivery or during the first 18,000 miles of operation -- whichever is earlier -- the manufacturer, its agent or authorized dealer must make any repairs necessary to conform the vehicle to the warranty. Repairs must be made even after the expiration of the one year or 18,000 mile period.

### MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE

If the manufacturer or dealer is unable to conform the vehicle to the manufacturer's written vehicle warranty by repairing or correcting any nonconformity after a *reasonable number of repair attempts*, the manufacturer must (at the consumer's option) replace the vehicle with a new vehicle acceptable to the consumer or repurchase the vehicle.

#### REASONABLE NUMBER OF REPAIR ATTEMPTS

The lemon law establishes a presumption for determining whether the manufacturer had a reasonable number of attempts to repair. Case law¹ interprets the lemon law's presumption as establishing a definition that a reasonable number of repair attempts has been made if, during the period of one year following the date of original delivery or during the first 18,000 miles of operation, whichever is earlier, any of the following occurs:

- 1. Substantially the same nonconformity has been subject to repair three or more times and either continues to exist or recurs;
- 2. The vehicle is out of service by reason of repair for a cumulative total of thirty or more calendar days;
- 3. There have been eight or more attempts to repair any uonconformity; or
- 4. There has been at least one attempt to repair a nonconformity that results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity either continues to exist or recurs.

#### **DISPUTE RESOLUTION**

The lemon law provisions authorizing a civil action under the lemon law do not apply to a consumer who has not first used an informal dispute settlement mechanism if:

- 1. The mechanism qualifies under rules promulgated by the Attorney General; aud
- 2. The consumer receives timely notification, in writing, of the availability of the mechanism, along with a description of its operation and effect.

⁴ Royster v. Toyota Motor Sales, U.S.A., Inc., 92 Ohio St. 327, 750 N.E.2d 531 (2001); Temple v. Flectwood Enterprises, Inc., 133 Fed. Appx. 254, 2005 U.S. App. LEXIS 9992 (6th Cir. 2005).

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If a qualified mechanism does not exist, if the consumer is dissatisfied with the decision produced by a qualified mechanism, or if the manufacturer, its agent or authorized dealer fails to promptly fulfill the decision, the consumer may bring a civil action in court.

## TIME PERIOD FOR FILING CLAIMS

An action must be commenced within five years of the date of the vehicle's original delivery (to the consumer²). The statute of limitations does not run for the period beginning on the date that a complaint is filed with an informal dispute settlement mechanism and ending on the date of the mechanism's decision.

² Curl v. Volkswagen of America, Inc., 2005 Ohio 6420 (Ohio Ct. App. 2005).

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Ohio-May 2006

## REMEDIES UNDER THE OHIO LEMON LAW

## **REPURCHASE OF OWNED VEHICLE**

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

- 1. The contract price for the motor vehicle, including charges for transportation, undercoating, dealer-installed options and accessories, dealer services, dealer preparation and delivery charges;
- 2. All finance, credit insurance, warranty and service contract charges incurred by the consumer,
- 3. All sales tax, license and registration fees, and similar government charges;
- 4. All incidental damages, including but not limited to
  - any reasonable fees charged by the lender for making or canceling the loan; and
  - any expenses incurred by the consumer as a result of the nonconformity, such as charges for towing, vehicle rental, meals, and lodging.

Refunds must be made to the consumer, or jointly to the consumer and any lienholder that appears on the face of the certificate of title. The lienholder may deduct the balance owing to it, including any fees charged for canceling the loan, and must immediately remit the balance, if any, to the consumer and cancel the loan.

## **REPURCHASE OF LEASED VEHICLES**

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

- 1. Capitalized cost reduction, security deposit, taxes, title fees, all monthly lease payments, the residual value of the vehicle, and all finance, credit insurance, warranty, and service contract charges incurred by the consumer; and
- 2. All incidental damages, including but not limited to
  - any reasonable fees charged by the lessor for making or canceling the lease; and
  - any expenses incurred by the consumer as a result of the uonconformity, such as charges for towing, vehicle rental, meals, and lodging.

Refunds must be made jointly to the consumer and lessor. The lessor may deduct the balance owing to it, including any fees charged for canceling the loan, and must immediately remit the balance, if any, to the consumer and cancel the lease.

## REPLACEMENT

When replacing a vehicle under the Ohio lemon law, the manufacturer must replace the vehicle with a new vehicle acceptable to the consumer.

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> Ohio-May 2006 4

The manufacturer must notify any lienholder noted on the certificate of title or the lessor. If both the lienholder or lessor and the consumer consent to finance or lease the replacement motor vehicle, the lienholder or lessor must release the lien on or surrender title to the motor vehicle being replaced after it has obtained a lien on or title to the replacement motor vehicle. If the existing lienholder or lessor does not finance or lease the replacement motor vehicle, it has no obligation to discharge the note or cancel the lien on or surrender the title to the motor vehicle being replaced until the original indebtedness or the lease terms are satisfied.

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Ohio-May 2006







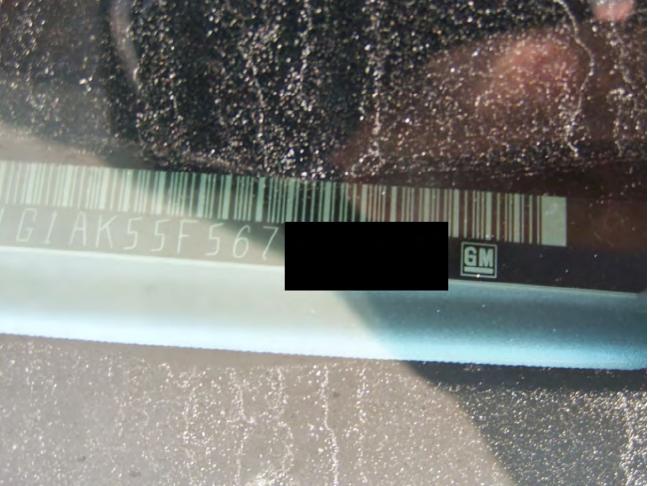


































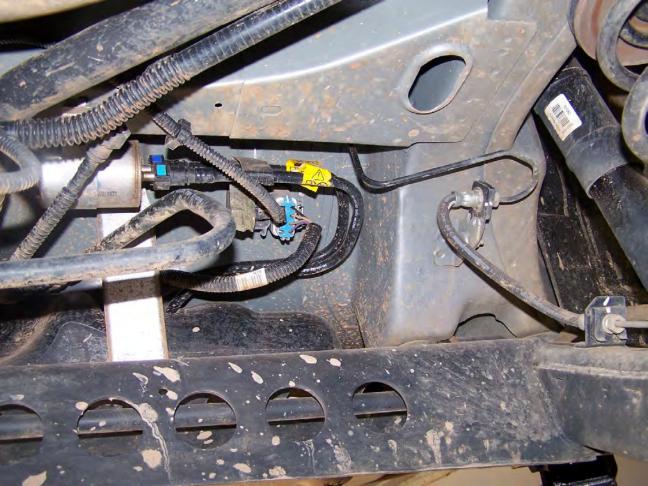




















































































#### **CDR File Information**

Vehicle Identification Number	1G1AK55F567							
Investigator	Gary L. Dixon							
Case Number	1-436004314							
Investigation Date	Friday, October 6 2006							
Crash Date	Sunday, October 1 2006							
Filename	10-6-06 1-436004314 1G1AK55F567 CDR							
Saved on	Friday, October 6 2006 at 08:42:31 AM							
Collected with CDR version	Crash Data Retrieval Tool 2.800							
Collecting program verification number	9238B95E							
Reported with CDR version	Crash Data Retrieval Tool 2.800							
Reporting program verification number	9238B95E							
	Block number: 00							
Interface used to collected data	Interface version: 4A							
Interface used to collected data	Date: 11-08-05							
	Checksum: 7500							
Event(s) recovered	None							

## **SDM 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, 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. 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. -Calculated Principal Direction of Force (PDOF) is the arctangent of the maximum observed lateral velocity change divided by the maximum observed longitudinal velocity change. PDOF is displayed where zero degrees is located at the front of the vehicle, with 90 degrees is displayed to the right side of the vehicle and so on, clockwise around the vehicle.

-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 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.

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.

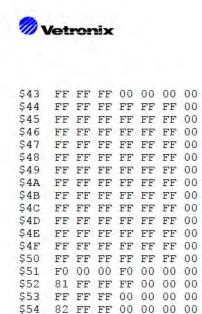




### **Hexadecimal Data**

This page displays all the data retrieved from the air bag module. It contains data that is not converted by this program.

\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$	03000000000000000000000000000000000000	00000000000000000000000000000000000000	000 000 000 000 000 000 000 000 000 00	000 000 000 000 000 000 000 000 000 00	000 000 000 000 000 000 000 000 000 00	000 000 000 000 000 000 000 000 000 00	000 000 000 000 000 000 000 000 000 00	
\$39	FF	FF	$\mathbf{FF}$	$\mathbf{FF}$	$\mathbf{FF}$	80	00	
\$3D	FF	FF	FF	FF	FF	FF	00	
\$3E	FF	FF	FF	FF	00	00	00	
\$3F	00	00	FO	00	00	00	00	
\$40	E0	FF	00	00	00	00	00	
\$41 \$42	F8	F8	90	00	00	00	00	
\$42 1G1AK	80 55F5	F 67		FF	FF	00	00	
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CRASH DATA





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#### **CDR File Information**

Vehicle Identification Number	1G1AK55F567					
Investigator	Gary L. Dixon	-				
Case Number	1-436004314					
Investigation Date	Friday, October 6 2006					
Crash Date	Sunday, October 1 2006					
Filename	10-6-06 1-436004314 1G1AK55F567 CDR					
Saved on	Friday, October 6 2006 at 08:42:31 AM					
Collected with CDR version	Crash Data Retrieval Tool 2.800					
Collecting program verification number	9238B95E					
Reported with CDR version	Crash Data Retrieval Tool 2.800					
Reporting program verification number	9238B95E					
Interface used to collected data	Block number: 00 Interface version: 4A Date: 11-08-05 Checksum: 7500					
Event(s) recovered	None					

### SDM 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, 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. 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. -Calculated Principal Direction of Force (PDOF) is the arctangent of the maximum observed lateral velocity change divided by the maximum observed longitudinal velocity change. PDOF is displayed where zero degrees is located at the front of the vehicle, with 90 degrees is displayed to the right side of the vehicle and so on, clockwise around the vehicle.

-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 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.

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**

This page displays all the data retrieved from the air bag module. It contains data that is not converted by this program.

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## PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name: Vehicle Brand: Chevrolet File #: 1-436004314 Inspection Date: 10/06/2006 Model: Cobalt Vin: 1G1AK55F56

# Inspector: Gary L. Dixon

Page One

Photo #:	Description:
100-6162	FRONT VIEW
100-6163	RIGHT FRONT QUARTER VIEW
100-6164	RIGHT SIDE VIEW
100-6165	RIGHT REAR QUARTER VIEW
100-6166	REAR VIEW
100-6167	LEFT REAR QUARTER VIEW
100-6168	LEFT SIDE VIEW
100-6169	LEFT FRONT QUARTER VIEW
100-6170	NO PICTURE
100-6171	NO PICTURE
100-6172	VIN PLATE
100-6173	VIN LABEL DRIVERS DOOR
100-6174	ODOMETER
100-6175	DAMAGED LEFT FRONT QUARTER
100-6176	DAMAGED LEFT FRONT QUARTER
100-6177	HEAD LAMP ASSEMBLY
100-6178	BRAKE RESERVOR – FULL
100-6179	DAMAGED BUMPER COVER
100-6180	DAMAGED TIRE TREAD LEFT FRONT WHEE
100-6181	LEFT FRONT ROTOR ASSEMBLY
100-6182	RIGHT FRONT ROTOR ASSEMBLY
100-6183	RIGHT REAR BRAKE AND AXLE ASSEMBLY
100-6184	LEFT REAR BRAKE AND AXLE ASSEMBLY
100-6185	RIGHT FRONT AXLE ASSEMBLY AREA
100-6186	LEFT FRONT AXLE ASSEMBLY AREA
100-6187	RIGHT REAR AXLE ASSEMBLY AREA
100-6188	LEFT REAR AXLE ASSEMBLY AREA
100-6189	RIGHT REAR BRAKE LINE
100-6190	LEFT REAR BRAKE LINE
100-6191	LEFT FRONT ENGINE CRADLE AND AXLE ASSEMBLY AREA
100-6192	RIGHT FRONT ENGINE CRADLE AND AXLE ASSEMBLY AREA
100-6193	ENGINE CRADLE FRONT AREA
100-6194	LEFT FRONT INNER RIM DAMAGED AREA
100-6195	LEFT FRONT INNER RIM DAMAGED AREA
100-6196	DAMAGED TREAD LEFT FRONT WHEEL
100-6197	DAMAGED TREAD RIGHT FRONT WHEEL

May 20, 2011

Houston, TX

Service request: 1-436004314 Vehicle Identification Number: 1G1AK55F567 Customer Relationship Specialist: Ted Evans

Dear

Thank you for allowing us the opportunity to review the product allegation involving your 2006 Chevrolet Cobalt.

After careful investigation of your case, none of the available data suggests that the product allegation has any merit. If you'd like to provide us with any additional evidence that you feel would further support your claim, please contact us again. However at this time, General Motors is unable to assume responsibility for damages and we suggest that you resolve this matter through your insurance carrier.

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 your service request number above and any of our Customer Relationship Specialists will be happy to assist you.

Sincerely,

General Motors Corporation

1 of 7
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION BRAKE & ABS SYSTEMS
Customer's Name:Inspection Date:10-06-2006Vehicle Brand:ChevroletModel:CobaltFile #1-436004314VIN:1G1AK55F567
Mileage at Inspection:       7473       Inspection Location:       PARKWAY CHEVROLET         25500 S.H. 249 – TOMBALL, TX 77375
Inspector's phone number: 281-376-2696 Inspected By: GARY L. DIXON
Section 1 INSPECTION SUMMARY
Briefly describe the customer's allegation concerning the brakes/abs:         LEFT FRONT WHEEL LOCKED UP AND ABS BRAKES DID NOT FUNCTION PROPERLY.         THAT UPON APPLICATION OF BRAKES THE VEHICLE WENT STRAIGHT.         Following the inspection, summarize the facts and observations:
FOUND ALL BRAKE COMPONENTS IN GOOD WORKING ORDER AND NO HOT SPOTS ON ROTORS OR DRUMS. VEHICLE HAD GOOD THICKNESS OF MATERIAL ON BRAKE PADS AND SHOES. FOUND NO LEAKS IN BRAKE SYSTEM AND BRAKE RESERVOIR WAS FULL. ROAD TEST OF VEHICLE SHOWED NO SIGNS OF BRAKE FAILURE OF LACK OF STEERING ABILITY. ALL STEERING COMPONENTS WERE IN PROPER LOCATION AND NO DAMAGE TO ANY OF THE COMPONENTS. BOTH FRONT TIRES SHOWED TREAD DAMAGE AND FLAT SPOTTING AREAS. LEFT FRONT RIM INNER BEAD AREA HAD BEEN HAMMERED ON BY MR. GRAHAM TO STRAIGHTEN THE BEAD. DAMAGE IS TO THE RIGHT FRONT QUARTER OF THE VEHICLE INCLUDING THE BUMPER COVER AND HEAD LAMP HOUSTING.
Section 2 INTERVIEW - INCIDENT DETAILS  Provide a complete description of the incident according to the DRIVER / CLAIMANT
Interview mode: By Telephone In Person Incident decording to the Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division Division D

PRODUCT ALLEGATION RESOLUTION							
PRELIMINARY INSPECTION							
BRAKE & ABS SYSTEMS							
Customer's Name:			Inspection Date: 10-06-2006				
Vehicle Brand:	Chevrolet	Model:	Cobalt				
<u>File #</u>	1-436004314	<u>VIN:</u>	1G1AK55F567				

Also have the driver describe the operation of the brake system immediately before the incident and what happened at the beginning and during the incident. Complete the table below.

	Before the Incident	At the Beginning* and During the Incident
Brake operation (normal, fade, pull, grab, etc.)	NORMAL	LEFT FRONT WHEEL LOCKED UP AND ABS DID NOT FUCTION PROPERLY
Brake pedal feel (normal, hard, spongy, etc. )	NORMAL	NORMAL
Warning lights/messages displayed. Describe	NONE	NONE
Unusual odors (from where?)	NONE	NONE
Other {	{ {	

The beginning of the incident is the initiation of the braking sequence during which the incident occurred.

Estimated vehicle speed: 20-25 MPH at the beginning of the incident according to the driver.

Describe what the driver did during the incident (pump brakes, steer, etc.)? Describe: HEAVY APPLICATION OF BRAKES AND TRIED TO TURN RIGHT

Has the driver ever experienced this condition before? Describe. NO

Surface where incident occurred:

Type: <u>C</u>oncrete, <u>A</u>sphalt, <u>G</u>ravel, Crushed <u>R</u>ock, <u>D</u>irt or Other? <u>A</u> Describe: {______

Condition: Wet, Dry, Icy or Other? D If other, specify: {

Other comments or observations that have not been covered? {_____

S	ection	3
-		-

#### INTERVIEW - VEHICLE HISTORY

Did the owner purchase the vehicle  $\boxtimes$  New or  $\square$  Used? Purchase Date: 02/05/06

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

#### FATHER IN LAW AND DRIVER OF VEHICLE

Comments: VEHICLE WAS GIVEN TO

BY HER SON-IN-LAW AND DAUGHTER

Note to the inspector: In questions 3-5 below, document only the information which relates to the incident/allegation.

Prior collision damage? (date, description, etc.) NONE

Confidential GM/PAR

#### PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION **BRAKE & ABS SYSTEMS** Customer's Name: Inspection Date: 10-06-2006 Vehicle Brand: Chevrolet Model: Cobalt File # 1-436004314 VIN: 1G1AK55F567

Repaired by: {_____

Describe existing vehicle conditions at the time of the incident(e.g. warning lights "On", engine miss, etc.): NONE

Repairs outside of warranty (what, when, by whom?): NONE

Other vehicle history information (from person being interviewed or GM Warranty History)? NONE

Last brake maintenance (date, description, by whom?): NO MAINTENANCE DONE LOW MILAGE VEHICLE

Section 4

The vehicle inspection documents the physical evidence via color photographs and written observations. By recording your observations in the following section, you will be following a methodical inspection format. You will also be directing the GM representative's attention to the areas of the photos that you see as being significant to the allegation or customer concern.

Take color photographs of the following: (include overview and closeup photos of damaged areas)

A. Exterior:

Front	VIN
Right side	Left side
Rear	

Comments: DAMAGE IS TO BUMPER COVER AND LEFT HEAD LAMP ASSEMBLY

#### B. Brakes:

Front assemblies with calipers removed Rear assemblies with drums/calipers removed

#### Comments: PADS AND SHOES HAVE GOOD AMOUNT OF MATERIAL REMAINING, NO GROOVES OR RUST NOTED ON ROTORS OR DRUMS AND NO LEAKS FOUND IN SYSTEM.

C. Interior:

Instrument panel & odometer

List all driver electrical controls which are in the "On" position: A/C

#### **VEHICLE INSPECTION**

			4 of 7						
PRO	DUCT ALLEG	ATION RESOLUT	ΓΙΟΝ						
PRELIMINARY INSPECTION									
BRAKE & ABS SYSTEMS									
Customer's Name:		Inspection Date:	10-06-2006						
Vehicle Brand: Chevrolet	Model:	Cobalt							
<u>File #</u> 1-43600431	4 <u>VIN:</u>	1G1AK55F567							
Commonstant (									
Comments: {									
{									
D. Underhood:	_								
Engine compartment Master cylinder and brake fluid reserve		ake lines and hoses							
Comments: RESERVOIR IS FULL AND A	LL LINES ARE I	N GOOD CONDITION	NWITH NO LEAKS FOUND.						
{									
{									
E. Underbody:									
Scrapes or impact damage on the follo	owina:								
Fuel tank	- Jan Star								
Tires/Wheels									
Comments: LEFT FRONT INNER BEAD			D ON BY						
DAMAGED AREA TO HOLD AIR IN TIRE									
SPOTTING OF TIRE.									
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F. General Observations (Take photog	ranhe if annliegh								
F. General Observations (Take photog	apris il applicab	nej.							
Anything on vehicle which is after-market:	NONE								
{									
Anything on vahials which is a modification									
Anything on vehicle which is a modification									
L									
Other relevant information: {									
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Section 5	BI	RAKES							
Use the following table to identify what you			naction of the brake system. Identify the						
tests and test results for the applicable iter									
condition, does not function properly or is									
of each current or history code and any ot	her relevant data	obtained using a scar	n tool.						
Ded hashe warring like ( (		S/TEST RESULTS							
Red brake warning light-note the		ON WITH INITIAL K	EY INPUT AND THEN GOES OUT						
operation of the light when the ignition key is turned "ON", also with									
park brake applied and released.									
Yellow ABS light-note the operation of	NO LIGHT								
the light when the ignition key is									
turned "ON"									

		5 of 7
PRO	DUCT ALLEGATION RESOLUTION	
	PRELIMINARY INSPECTION	
	BRAKE & ABS SYSTEMS	
Customer's Name:	<u>Inspection Date:</u> 10-06-2006	
<u>File #</u> 1-43600431	4 <u>VIN:</u> 1G1AK55F567	
Dealer (k. id. Laural, and an addition		-
Brake fluid level and condition- comment on the level, color,	FULL AND LIGHT AMBER IN COLOR	
contamination, and smell		
Boost/booster/master cylinder-with	HAVE THREE BRAKE APPLICATIONS BEFORE BOOSTER IS	_
engine "off", deplete the booster and	DEPLETED.	
hold the brake pedal, start engine		
and note pedal behavior. Turn the		
engine "off" and note the number of		
pedal applies required to deplete the		
booster. If engine operation is not		
possible, check the booster for		
proper vacuum hose connection.		
External leakage? Check all hydraulic	NO LEAKS FOUND	
lines, connections, wheel cylinders (if		
any), and ABS modulator		
connections.		_
Pedal travel, check per service manual. A pedal force gage is necessary for		
proper check of pedal travel.	1 1	
Front brakes-note condition of	GOOD CONDITION WITH NO GROOVES OR CORROSION	-
calipers, rotors as to whether they		
are grooved, corroded, leaking, etc.		
Rear brakes describe the condition of	GOOD CONDITION WITH NO GROOVES OR CORROSION	-
the rotors or drums (scored, smooth,		
corroded)		
Pads and linings-measure and record	RIGHT FRONT 11MM LEFT FRONT 11MM	
lining thickness in inches or millimeters.	RIGHT REAR 5MM LEFT REAR 5MM	
Note condition.		
ABS/TCS/SES system-check for codes,	OWNER STATED VEHICLE HAS ABS – IT DOES NOT HAVE ABS	
current and history		_
Other(scan tool results, description of	TECH II USED AND NO DTC'S FOUND	
codes, etc.)		
٢		

## Other Comments: {______

r____

#### BRAKE SYSTEM PERFORMANCE WHILE STOPPING ON A DRY LEVEL ROAD: OBSERVATIONS: VEHICLE STOPPED STRAIGHT WITH NO PULL OR PULSATION

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# ABS/TCS SYSTEM PERFORMANCE ON A WET OR GRAVEL ROAD: OBSERVATIONS: VEHICLE IS NOT EQUIPPED WITH ABS

{___

PRODUCT ALLEGATION RESOLUTION							
	PRELIMINARY INSPECTION						
	BRAKE & ABS SYSTEMS						
Customer's Name:			Inspection Date: 10-06-2006				
Vehicle Brand:	Chevrolet	Model:	Cobalt				
<u>File #</u>	1-436004314	<u>VIN:</u>	1G1AK55F567				

If vehicle is not driveable, conduct a brake torgue test if possible. Start the engine, place the transmission in Drive with the foot on the brake. Slowly apply throttle and note the results. Is the brake able to hold the vehicle stationary? If not, at what throttle position does the vehicle begin to move.

Conduct a parking brake test. Apply the park brake, start the engine, place the transmission in Drive and slowly apply the throttle and note the results. If the vehicle begins to move, note the throttle position that causes the vehicle to move.

Section	ion 6		AIT	RES			
1. TI	IRE IDENTIFICATIO	N:					
	a tread depth gauge						
If the	e tire size is different t	than specified or	n the tire placard, c	heck the ABS cal	ibration and note th AVE. TREAD	he findings. DOT	
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	NUMBERS *	
	(Goodyear)	(Eagle GA)	( <u>P205/70R15)</u>	<u>(psi)</u>	32nds of inch		
LF	CONTINENTAL	TOURING CONTACT	P195/60R15	28.5	9/32	ACV9 BLC 0506	
RF	CONTINENTAL		P195/60R15	24.5	9/32	ACV9 BLC 0506	
LR	CONTINENTAL	TOURING CONTACT	P195/60R15	28.0	8/32	ACV9 BLC 0506	
RR	CONTINENTAL		P195/60R15	27.5	9/32	ACV9 BLC 0506	

* Note: DOT numbers are found on the inside of the tire, adjacent to the rim.

Describe and photograph any damage to tires, such as scrapes, marks due to impact, cuts, tread separation, flat spots etc.

BOTH FRONT TIRES HAVE TREAD DAMAGE AND FLAT SPOTTING. LEFT FRONT RIM HAS HAD INNER BEAD STRAIGHTED BY DRIVER USING HAMMER IN ORDER TO INFLATE TIRE.

#### 2. TIRE PLACARD DATA:

Record the following data: (located on driver's door edge or inside the decklid) SIZE PRESSURE (psi) 30

TIRES

P195/60R15

Section 7

WHEELS

WHEEL CONDITION:

Note and photgraph any damage to wheels and mountings, such as bent rims, impact marks, etc. LEFT FRONT WHEEL INNER BEAD AREA HAS BEEN DAMAGED AND MR. GRAHAM STATED THAT HE STRAIGHTED THE AREA WITH A HAMMER SO HE COULD INFLATE THE TIRE.

					7 of 7
	PRODUC	T ALLEG	ATION RESOLU	TION	
	PRI	ELIMINAI	RY INSPECTION		
	<u> </u>	RAKE & A	ABS SYSTEMS		
Customer's Name:			Inspection Date:	10-06-2006	5
Vehicle Brand:	Chevrolet	Model:	Cobalt		
<u>File #</u>	1-436004314	<u>VIN:</u>	1G1AK55F567		
Section 8		SITE INSP	PECTION (If applical	ole)	
Carefully consider the facts	s in the case and the			-	ing whether to inspect the
site of the incident. Generation	al Motors prefers site	e inspections	as noted on the assi		. If an inspection of the site
is done, it is important to m					
SITE WAS INSPECTED A SHARP LEFT HAND TUR					
EXIT RAMP SHOWS SKIL					
{					
{					
{					
{					
(					
{					
{					
Section 9			Overflow Sheet		
Please use this page if ne area the comments are c				n form. Pleas	se note the section and
area the comments are c	ontinued from prior		ininent.		
{					
{					
{					
{					
{					
{					
۱					
Section 10		Other Rep	ort Information		
	re was evidence of				a sector de la construcción de la construcción de la construcción de la construcción de la construcción de la c
					a vehicle as evidenced by ted phenomena such as
					ciated with a normally
			within an engine or		
Attachmontos (Chook all	that apply)				
Attachments: (Check all $\bigotimes$ Photographs $\bigotimes$	Data Downloads	Other	Records		
	a sala sonniouds				

				1 0	of 9
			ATION RESOLUTION		
		IARY INSPE			
	STEERING, SUS	PENSION, A	XLE, TIRE AND WHEEL	SYSTEMS	
			In an artistic Distant	10/06/2006	
Customer's Name:		NC 11	Inspection Date:	10/06/2006	
Vehicle Brand:	Chevrolet	Model:	Cobalt		
<u>File #</u>	1-436004314	VIN:	1G1AK55F567		
Mileage at Inspection:	7473	Increation	n Location: PARKWAY CH	IEVROL ET	
ivmeage at mspection.	1415	<u>Inspectio</u>		- TOMBALL, TX 77375	
Inspector's phone number: 28	31-376-2696	Inspecte	d By: GARY L. DIXON		
Section 1	INSPEC	CTION SUMM	IARY		
BRIEFLY Describe the cu	istomer's ALLEGA	TION below:			
TURNED STEERING WHE	EL TO THE RIGHT	, HEARD A	NOISE, AND THE VEHIC	LE CONTINUED TO GO	
STRAIGHT.					
Following the inspection, DURING TEST DRIVE TH	<u>Summarize the fac</u>	CIS AND ODSO	Ervations: (Additional cmts ma	ay be placed in section 9)	
RESTRICTIONS OR BIND					
{					
{					
(					_
(					
{					
<u>}</u>					—
}					
{					_
Section 2	INTER	VIEW - INCI	DENT DETAILS		
Obtain all of the informat	ion for this section	from the D	river/Claimant		
Provide a complete desc	ription of the incide	ent accordin	ig to the DRIVER / CLAII	<u>MANT</u>	
Interview mode:	By Telephone	T D	Incident Date a	nd Time: 10/01/2006	
Interview date: 10/05/		In Person	Incident Date a	na Time. 10/01/2006	
Was a police/fire departm		d? 🗌 Yes	No		
				collision events; include descriptior	n
				hey were contacted. (Additional cmts	
may be placed in section 9)					
THE SERVICE ROAD USI				VAS GETTING OFF I-45 ONTO DOING 20 TO 25 MPH AT THE	
				NT OF THE VEHICLE AND EVEN	N
WITH THE WHEEL TURN				STATED THAT H	
				ND HIT A SIGN AND ENDED UP I	IN
THE GRASSY AREA BET				STATED THAT THE LEFT FRON	Τ
				N ORDER TO REINFLATE THE	
				LEFT FRONT WHEEL LOCKEI	
UP PER THE SKID MARK				HAT THEY HAD BEEN DRIVING ) WAS SOMEWHERE AROUND	ż
THREE HOURS.	AICHING A FUUI	DALL GAN	E AND TIME INVOLVED	WAS SOMEWHERE AROUND	
THREE HOURS.					
Driver/other occupant's phy	ysical description (in	clude name,	gender, height, weight, &	disabilities ):	
, MALE, S	5'11", 190 POUNDS			-	
If there was a collision:		-			
Describe extent of any inju	ries to the Driver: N	D INJURIES	INVOLVED		

								2 of 9
					ATION RESOLU	TION		
PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS								
Customer Vehicl	<u>'s Name:</u> le Brand: File #	Chevrolet 1-43600431	<u>Moo</u>	<u>del:</u> IN:	Inspection I Cobalt 1G1AK55F56		10/06/2006	
PASSENGER	AREA NO I		OLVED.		y injuries: <b>FRON</b>	IT PASSEN	GER SEAT AND RIG	HT REAR
What was the Driving condit Road Surface: Road Condition: Shoulder 🖾 Cur Shoulder/Curb C	tions at the Weather c b cb : :	time of the in onditions & Vis Concrete Dry Concrete	icident: sibility: DRY Asphalt 🗌 G Wet 🗌 Ic	AND C Travel Cy Travel	LEAR Approxim	Dirt		
Posted Speed Lin Any objects in the <b>Length of Driv</b>	the road? (ro /e <b>Prior to i</b>				tc.)_NONE tance (miles):_80	h		
		f vehicle spee	-			,		
	ted vehicle	speed at impa	ct: $20$ mph So	ource of			•	
If the driver/cl following info				eration	n prior to and d	uring the in	cident does not incl	ude the
Steering Suspension Brakes	Normal			Desci	ribe { ribe ABS DID N		EHICLE WOULD NO N, LEFT FRONT WH	
Engine Electrical	Normal ⊠ Normal ⊠			Desci	ribe {			
Were any war the details and			r driver info	rmatio	n center messa	ges display	/ed? 🗌 Yes 🛛 No	f "Yes", get
Has the vehicle details and des			s incident ev	er bee	n noted prior to t	his incident	? 🗌 Yes 🛛 No If "Y	′es", get the
							nformation panel, unu	isual noises,
Describe any e	vasive actio	n: 🛛 Turni	ng 🛛 🖂 Bi	raking	Accelera	ting	Other: {	
Describe cargo NONE								
Estimated total we	ight of cargo:_{		E:	stimated	weight of the trailer,	if any. <b>{</b>		
If a trailer was	being towed	l, photograph t	he hitch strue	cture, k	ooth on the traile	r and towing	vehicle.	
		oadway?: ⊠ Y <b>ROAD SIGN</b>	es 🗌 No D	escribe	E: WENT INTO	THE GRAS	S MEDIA	

3 of 9			
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS			
Customer's Name:Inspection Date:10/06/2006Vehicle Brand:ChevroletModel:CobaltFile #1-436004314VIN:1G1AK55F567			
How was the vehicle transported from the incident site to the present location?  Tow Truck  Flat Bed  Other DRIVEN FROM THE SITE TO OWNERS HOME Additional comments concerning the incident:			
Section 3 INTERVIEW - VEHICLE HISTORY			
Source of information (name, address, phone number, & relationship), if other than claimant:			
Did the owner purchase the vehicle new? Yes No Date <u>07/05/2006</u> Used? Yes No Date <u>VEHICLE MODIFICATIONS / ALTERATIONS</u> Are any vehicle modifications or alterations present, and has any after-market equipment been installed? (e.g., objects attached to the steering wheel or instrument panel, controls for disabled persons, shock absorbers, springs, modified body, electrical components, powertrain, wheels or tires, after-market seats, etc) <u>Describe:</u> NONE <u>{</u>			
{     VEHICLE REPAIR / SERVICE HISTORY     Prior electrical system service? \[\[\] No \[\] Yes If yes, describe:     {         Prior collision repair? \[\] No \[\] Yes If yes, describe:     {         Repaired by whom? (name, address, phone) {         }			
<pre>{     Prior chassis system service, repair, or replacement? No</pre>			
Prior electrical system components serviced, repaired, or replaced by whom? ( name, address, phone number)  Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? No UYes If yes, describe: {			
Section 4 VEHICLE INSPECTION – VISUAL/PHOTO			
THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSICAL EVIDENCE USING PHOTOS AND WRITTEN OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE APPROPRIATE SECTION. PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT			

REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMAGE WITH MANY PHOTOS.

#### DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:

## LIGHT DAMAGE TO LEFT FRONT QUARTER INCLUDES THE BUMPER COVER AND HEAD LAMP ASSEMBLY

<u>UNDERBODY / FRAME / CHASSIS AREA:</u> Describe <u>any damage</u> to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present.

PRELIMINA	4 of UCT ALLEGATION RESOLUTION IARY INSPECTION PENSION, AXLE, TIRE AND WHEEL SYSTEMS	
Customer's Name:Vehicle Brand:File #1-436004314	Inspection Date:10/06/2006Model:CobaltVIN:1G1AK55F567	
NONE {		
CORNER ASSEMBLIES Struts/shocks Springs Control arms Comments: LEFT FRONT WHEEL HAS DAMAGE TO INNE ASSEMBLIES.	Ball joints Tire/wheel assemblies Steering knuckles Axle assemblies	
UNDERHOOD       Engine compartment       Power steering lines, hoses, clamps and connections         Brake fluid level and condition       Power steering fluid level and condition         Comments:       NO DAMAGE FOUND AND NO LEAKS NOTED         {		
GENERAL OBSERVATIONS		

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

Comments:

Section 5

#### **VEHICLE INSPECTION - PASSENGER COMPARTMENT**

#### **INTERIOR**

Instrument panelOdometerControlsSteering wheel and colurOverall view of seat positionDriver and passenger sePhoto of options label-glove box/trunkSunvisors and headlinerPersonal items/cargoSunvisors and headliner

Odometer Steering wheel and column Driver and passenger seat back angle (inclinometer measurement) Sunvisors and headliner

#### <u>INTERIOR INSPECTION</u> (Describe any damage and photograph ) NO INTERIOR DAMAGE NOTED FROM ACCIDENT, OWNER STATED THAT THEY HAD BEVERAGE SPILLAGE BY PASSENGERS BUT NO OTHER DAMAGE NOTED.

5 of 9					
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION					
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS					
Customer's Name:			Inspection Date:	10/06/2006	
Vehicle Brand:	Chevrolet	Model:	Cobalt	-	
<u>File #</u>	1-436004314	VIN:	1G1AK55F567		
t					
{					

#### 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.

	6 o PRODUCT ALLEGATION RESOLUTION
	PRELIMINARY INSPECTION
ST	EERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS
Customer's Name:	Inspection Date: 10/06/2006
Vehicle Brand: Ch	evrolet <u>Model:</u> Cobalt
<u>File #</u> 1-4	36004314 <u>VIN:</u> 1G1AK55F567
ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all	ALL ITEMS IN PROPER PLACES AND INPUT FROM STEERING WHEEL HAS
components in place and	APPROPRIATE MOVEMENT TO FRONT WHEELS. NO STICKING OR BINDING
connected in a normal manner?	FELT WITH LOCK TO LOCK MOVEMENT OF STEERING WHEEL.
Can the steering wheel be	
otated lock to lock with	
appropriate movement of the	
front wheels. Is there any	
binding, sticking or uneven feel?	
Steering linkage-Is the linkage	NO DAMAGE FOUND
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	NO DAMAGE FOUND
of leakage, damage to boots on	
he rack, contact by foreign	
objects?	
Steering column, ignition switch	YES
ntermediate shaft. Does the	
column unlock with the ignition	
key "on"? Is the steering column	
properly fastened to the dash?	
Steering pump, drive, hoses,	GOOD CONDITION
connections, flow, pressure. If	
possible, start the engine and	
rotate the steering wheel lock to	
ock. Is power assist normal? It	f
not, it may be necessary to	
check pressure and flow.	
PS fluid level and condition-	
Color, contamination, odor	
Steering knuckle-All	OKAY
attachments secure and	
proper?	
Suspension components – LF	OKAY
Strut attachments, springs	
ntact; control arms properly	
attached, deformed, broken,	
scraped, etc. Sway bars	
properly attached.	
Strut attachments, springs	OKAY
ntact; control arms properly	
attached, deformed, broken,	
scraped, etc. RF	
Strut attachments, springs	OKAY
intact; control arms properly	
attached, deformed, broken,	
scraped, etc Rear sway bars,	

					7 of 9
	PRODU PRELIMIN				
STE			XLE, TIRE AND WHEEL S	SYSTEMS	
Customer's Name:			Inspection Date:	10/06/2006	
	vrolet	Model:	Cobalt	1	
<u>File #</u> 1-43	6004314	<u>VIN:</u>	1G1AK55F567		
trailing arms properly attached					
and undamaged. LR	OKAY				
Strut attachments, springs intact; control arms properly	OKAT				
attached, deformed, broken,					
scraped, etc. RR					
Rear axle assembly-deformed,	OKAY				
signs of impact, properly					
located, etc.					
Deformation to the frame	NONE NONE				
Describe and photograph evidence of axle/ suspension/	NONE				
tire contact with frame, body or					
components					
Describe and photograph	NONE				
contact of the under- carriage					
with the road surface (road,					
shoulder, curb, or grass)	,				
Stability Enhancement system/components-check for	<u>د</u>				
codes with Tech II					
Engine (normal, other)-Obtain	NO DTC'S				
codes using a Tech II.					
Electrical (normal, other)	NO DTC'S				
Warning lights/messages	NO DTC'S				
displayed? Describe and obtain					
codes using a Tech II					
Anything components missing?	NO				
Other	{				I

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". HANDLING OF THE CAR WAS GOOD, INPUTS FROM STEERING WERE GOOD AND RESPONSE QUICK. HEARD NO USUSUAL NOISES BUT DID HAVE SLIGHT VIBRATION FROM DAMAGE TO LEFT FRONT WHEEL.

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

		-			DN	8 of 9	
	PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS						
<u>(</u>	Customer's Name: Vehicle Brand: <u>File #</u>	Chevrolet 1-43600431	<u>Model:</u> 14 <u>VIN:</u>	Inspection Dat Cobalt 1G1AK55F567	<u>e:</u> 10/06/2	006	
1. <u>IC</u>	ENTIFICATION:						
					AVE. TREAD	DOT	
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers	
	(Goodyear)	(Eagle GA)	( <u>P205/70R15)</u>	<u>(psi)</u>	32nds of inch		
LF	CONTINENTAL	TOURING CONTACT	P195/60R15	28.5	9/32	ACV9 BLC 0506	
RF	CONTINENTAL	TOURING CONTACT	P195/60R15	24.5	9/32	ACV9 BLC 0506	
LR	CONTINENTAL	TOURING CONTACT	P195/60R15	28.0	8/32	ACV9 BLC 0506	
RR	CONTINENTAL	TOURING CONTACT	P195/60R15	27.5	9/32	ACV9 BLC 0506	
Note	Note: DOT numbers may be found on the inside of each tire adjacent to the rim.						
flat s	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 INNER BEAD AREA HAS BEEN DAMAGED AND HAS HAS HAMMERED THE BEAD OUT IN ORDER TO INFLATE TIRE. TREAD HAS BEEN DAMAGED AND HAS FLAT SPOT RF TREAD HAS BEEN DAMAGED AND HAS FLAT SPOT

## LR <u>NO DAMAGE</u>

#### RR NO DAMAGE

<ol> <li><u>TIRE PLACARD DATA:</u> Record the following data: (located on driver's door edge or inside the decklid)</li> </ol>					
	SIZE	PRESSURE (psi)	PRESSURE AT MAXIMUM LOAD(psi)		
TIRES	P195/60R15	<u>30</u>			
SPARE TIRE	<u>115/70D15</u>	<u>60</u>			

#### Section 7

SITE INSPECTION

### SITE INSPECTION - PERFORM THE FOLLOWING IF ADDITIONAL INFORMATION MAY BE FOUND:

Check the incident scene for tire marks, gouges in the pavement, debris, or any other marks. Measure location and photograph.

Identify evidence of whether the vehicle left the road prior to, during, or after the incident. Document all locations, distances, stationary objects (guard rails, telephone poles, fences, buildings, etc), nearest posted speed limit signs in the direction of travel, etc...

Identify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.

Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

	PRELIM	INARY INSPE	GATION RESOLUTION ECTION AXLE, TIRE AND WHEEL	SYSTEMS
<u>Customer's Name:</u> <u>Vehicle Brand:</u> <u>File #</u>	Chevrolet 1-436004314	<u>Model:</u> <u>VIN:</u>	Inspection Date: Cobalt 1G1AK55F567	10/06/2006

Photograph the scene and property if involved.

#### Comments:

SITE WAS INSPECTED AND PICTURES TAKEN. THE EXIT RAMP IS A SHARP RIGHT HAND AND THEN ANOTHER SHARP LEFT HAND TURN TO GET ONTO THE SERVICE ROAD. THE SPEED LIMIT ON I-45 IS 65MPH AND THE EXIT RAMP SHOWS SKID MARKS BEFORE IMPACT TO THE SIGN THAT DAMAGED THE VEHICLE.

Section 8

COMMENT OVERFLOW

Please use this page if needed for additional comments from the inspection form. Please note the section and area the comments are continued from prior to each comment.

#### Section 9

#### OTHER REPORT INFORMATION

#### Check here if there was evidence of a "Fire-Related" event.

According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine.

Attachments: (Check all that apply)

Photographs

Data Downloads Other Records

### PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name: Vehicle Brand: Chevrolet File #: 1-436004314 Inspection Date: 10/06/2006 Model: Cobalt Vin: 1G1AK55F56

### Inspector: Gary L. Dixon

Page Two

Photo #:	Description:
100-6198	DAMAGED TREAD RIGHT FRONT WHEEL
100-6199	DAMAGED TREAD RIGHT FRONT WHEEL
100-6200	DAMAGED TREAD RIGHT FRONT WHEEL
100-6201	DAMAGED TREAD LEFT FRONT WHEEL
100-6202	DAMAGED TREAD LEFT FRONT WHEEL
100-6203	DAMAGED TREAD LEFT FRONT WHEEL
100-6204	DAMAGED TREAD RIGHT FRONT WHEEL
100-6205	DAMAGED TREAD RIGHT FRONT WHEEL
100-6206	DAMAGED TREAD RIGHT FRONT WHEEL
100-6207	RIGHT REAR BRAKE DRUM
100-6208	LEFT REAR BRAKE DRUM
100-6209	LEFT REAR BRAKE DRUM
100-6210	RIGHT REAR BRAKE DRUM
100-6211	RIGHT FRONT STRUT AND ROTOR
100-6212	LEFT FRONT STRUT AND ROTOR
100-6213	EXIT SOUTH 103 ON I45
100-6214	EXIT SOUTH 103 ON 145
100-6215	EXIT SOUTH 103 ON I45
100-6216	EXIE SOUTH 103 ON 145
100-6217	EXIT SOUTH 103 ON 145
100-6218	SIGN THAT WAS KNOCKED DOWN BY VEHICLE
100-6219	LOOKING BACK TOWARD 145 SHOWING SKID MARKS
100-6220	AREA WHERE VEHICLE STOPPED
100-6221	AREA WHERE VEHICLE STOPPED
100-6222	EXIT RAMP ONTO SERVICE ROAD
100-6223	EXIT RAMP ONTO SERVICE ROAD

				1 of 7
			ATION RESOLU Y INSPECTION	TION
			BS SYSTEMS	
	D	KAKE & A		10.06.0006
Customer's Name:			Inspection Date:	10-06-2006
Vehicle Brand:	Chevrolet	<u>Model:</u>	Cobalt	
<u>File #</u>	1-436004314	<u>VIN:</u>	1G1AK55F567	
Mileage at Inspection: 7	7473	Inspection	1 Location: PARKWA	
Inspector's phone number: 28	1-376-2696	Inspected	25500 S.H. <u>By:</u> GARY L. DIXO	. 249 – TOMBALL, TX 77375 N
Section 1		INSPECTI	ON SUMMARY	
Briefly describe the custo	omer's allegation co	oncerning th	ne brakes/abs:	
LEFT FRONT WHEEL LO THAT UPON APPLICATIO	CKED UP AND ABS	BRAKES D	ID NOT FUNCTION	PROPERLY STATED
Following the inspection,	summarize the fac	ts and obse	rvations:	
				HOT SPOTS ON ROTORS OR DRUMS.
				OES. FOUND NO LEAKS IN BRAKE
SYSTEM AND BRAKE RE	SERVOIR WAS FUI	LL. ROAD T	EST OF VEHICLE S	HOWED NO SIGNS OF BRAKE
FAILURE OF LACK OF ST	EERING ABILITY.	ALL STEER	ING COMPONENTS	SWERE IN PROPER LOCATION AND
NO DAMAGE TO ANY OF	THE COMPONENT	S. BOTH FI	RONT TIRES SHOW	ED TREAD DAMAGE AND FLAT
SPOTTING AREAS. LEFT	FRONT RIM INNE	R BEAD ARE	EA HAD BEEN HAM	MERED ON BY MR. GRAHAM TO
STRAIGHTEN THE BEAD	. DAMAGE IS TO T	HE RIGHT F	RONT QUARTER C	OF THE VEHICLE INCLUDING THE
BUMPER COVER AND HE	EAD LAMP HOUST	NG.		
{				
{				
{				
{				
{				
(				
{				
{				
Section 2	INT	ERVIEW -	INCIDENT DETAILS	• • • • • • • • • • • • • • • • • • •
Provide a complete desci				
	iption of the molue	int dooor ann		
Interview mode: Interview date: 10/		In Person	Incident D	ate and Time: 10/01/2006 11:30 AM
Was a police/fire departm				
				formation concerning the length of the
				y brake stops had occurred during this
				ted total weight of the cargo and trailer.
		type of beha	vior before. If so, ho	w often? If so, has a dealer been
contacted previously conce				
				D WAS GETTING OFF I-45 ONTO THE
SERVICE ROAD USING E				OING 20 TO 25 MPH AT THE TIME AND
				HE VEHICLE AND EVEN WITH THE
WHEEL TURNED RIGHT				STATED THAT HE APPLIED THE
AREA BETWEEN THE SE				AT THE LEFT FRONT TIRE WAS
SKID MARKS ON THE RO				Y HAD BEEN DRIVING FROM LUFKIN WHERE AROUND THREE HOURS.
	JI BALL GAINE ANI		LVED WAS SUME	WHERE AROUND THREE HOURS.
۱				

PRODUCT ALLEGATION RESOLUTION			
PRELIMINARY INSPECTION			
BRAKE & ABS SYSTEMS			
Customer's Name:			Inspection Date: 10-06-2006
Vehicle Brand:	Chevrolet	Model:	Cobalt
<u>File #</u>	1-436004314	<u>VIN:</u>	1G1AK55F567

Also have the driver describe the operation of the brake system immediately before the incident and what happened at the beginning and during the incident. Complete the table below.

	Before the Incident	At the Beginning* and During the Incident
Brake operation (normal, fade, pull, grab, etc.)	NORMAL	LEFT FRONT WHEEL LOCKED UP AND ABS DID NOT FUCTION PROPERLY
Brake pedal feel (normal, hard, spongy, etc. )	NORMAL	NORMAL
Warning lights/messages displayed. Describe	NONE	NONE
Unusual odors (from where?)	NONE	NONE
Other {	{ {	

The beginning of the incident is the initiation of the braking sequence during which the incident occurred.

Estimated vehicle speed: 20-25 MPH at the beginning of the incident according to the driver.

Describe what the driver did during the incident (pump brakes, steer, etc.)? Describe: HEAVY APPLICATION OF BRAKES AND TRIED TO TURN RIGHT

Has the driver ever experienced this condition before? Describe. NO

Surface where incident occurred:

Type: <u>C</u>oncrete, <u>A</u>sphalt, <u>G</u>ravel, Crushed <u>R</u>ock, <u>D</u>irt or Other? <u>A</u> Describe: {______

Condition: Wet, Dry, Icy or Other? D If other, specify: {

Other comments or observations that have not been covered? {_____

S	ection	3
-		-

#### INTERVIEW - VEHICLE HISTORY

Did the owner purchase the vehicle  $\boxtimes$  New or  $\square$  Used? Purchase Date: 02/05/06

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

#### FATHER IN LAW AND DRIVER OF VEHICLE

Comments: VEHICLE WAS GIVEN TO

BY HER SON-IN-LAW AND DAUGHTER

Note to the inspector: In questions 3-5 below, document only the information which relates to the incident/allegation.

Prior collision damage? (date, description, etc.) NONE

Confidential GM/PAR

PRODUCT ALLEGATION RESOLUTION							
PRELIMINARY INSPECTION							
		BRAKE & A	ABS SYSTEMS				
Customer's Name:			Inspection Date:	10-06-2006			
Vehicle Brand:	Chevrolet	Model:	Cobalt				
<u>File #</u>	1-436004314	<u>VIN:</u>	1G1AK55F567				

Repaired by: {_____

Describe *existing vehicle conditions* at the time of the incident(e.g. warning lights "On", engine miss, etc.): **NONE** 

Repairs outside of warranty (what, when, by whom?): NONE

Other vehicle history information (from person being interviewed or GM Warranty History)? NONE

Last brake maintenance (date, description, by whom?): NO MAINTENANCE DONE LOW MILAGE VEHICLE

Section 4

VEHICLE INSPECTION

The vehicle inspection documents the physical evidence via color photographs and written observations. By recording your observations in the following section, you will be following a methodical inspection format. You will also be directing the GM representative's attention to the areas of the photos that you see as being significant to the allegation or customer concern.

Take color photographs of the following: (include overview and closeup photos of damaged areas)

A. Exterior:

Front	VIN
Right side	Left side
Rear	

Comments: DAMAGE IS TO BUMPER COVER AND LEFT HEAD LAMP ASSEMBLY

#### B. Brakes:

Front assemblies with calipers removed Rear assemblies with drums/calipers removed

# Comments: PADS AND SHOES HAVE GOOD AMOUNT OF MATERIAL REMAINING, NO GROOVES OR RUST NOTED ON ROTORS OR DRUMS AND NO LEAKS FOUND IN SYSTEM.

C. Interior:

Instrument panel & odometer

List all driver electrical controls which are in the "On" position: A/C

_

			4 of 7			
PRO	DUCT ALLEG	ATION RESOLUT	ΓΙΟΝ			
PRELIMINARY INSPECTION						
	BRAKE & A	ABS SYSTEMS				
Customer's Name:		Inspection Date:	10-06-2006			
Vehicle Brand: Chevrolet	Model:	Cobalt				
<u>File #</u> 1-43600431	4 <u>VIN:</u>	1G1AK55F567				
Commonte: (						
Comments: {						
r						
D. Underhood: Engine compartment	Dr	ake lines and hoses				
Master cylinder and brake fluid reserv		BS/TCS Modulator				
Comments: RESERVOIR IS FULL AND A	LL LINES ARE I	N GOOD CONDITION	N WITH NO LEAKS FOUND.			
{						
<u>ــــــــــــــــــــــــــــــــــــ</u>						
E. Underbody:						
Scrapes or impact damage on the foll	owing:					
Fuel tank Tires/Wheels						
Thes/ wheels						
Comments: LEFT FRONT INNER BEAD						
DAMAGED AREA TO HOLD AIR IN TIRE	. BOTH FRONT	TIRES SHOW DAM	AGE TO TREAD AREA AND FLAT			
SPOTTING OF TIRE.						
{						
-						
F. General Observations (Take photog	raphs if applicab	ole):				
Anything on vehicle which is after-market:	NONE					
{						
Anything on vehicle which is a modification	n: <b>NO</b>					
{						
Other relevant information: {						
{						
{						
Continue F	BI	RAKES				
Section 5			naction of the broke evictory Identify the			
Use the following table to identify what you tests and test results for the applicable iter						
			nostic trouble codes found, the description			
of each current or history code and any ot	her relevant data	obtained using a scar	n tool.			
		OTEOT DEALU TO				
Red brake warning light-note the			EY INPUT AND THEN GOES OUT			
operation of the light when the			LT INFOT AND THEN GOES OUT			
ignition key is turned "ON", also with						
park brake applied and released.						
Yellow ABS light-note the operation of	NO LIGHT					
the light when the ignition key is						
turned "ON"						

		5 of 7
PRO	DUCT ALLEGATION RESOLUTION	
	PRELIMINARY INSPECTION	
	BRAKE & ABS SYSTEMS	
Customer's Name:	<u>Inspection Date:</u> 10-06-2006	
<u>File #</u> 1-43600431	4 <u>VIN:</u> 1G1AK55F567	
Dealer (k. id. Laural, and an addition		-
Brake fluid level and condition- comment on the level, color,	FULL AND LIGHT AMBER IN COLOR	
contamination, and smell		
Boost/booster/master cylinder-with	HAVE THREE BRAKE APPLICATIONS BEFORE BOOSTER IS	_
engine "off", deplete the booster and	DEPLETED.	
hold the brake pedal, start engine		
and note pedal behavior. Turn the		
engine "off" and note the number of		
pedal applies required to deplete the		
booster. If engine operation is not		
possible, check the booster for		
proper vacuum hose connection.		
External leakage? Check all hydraulic	NO LEAKS FOUND	
lines, connections, wheel cylinders (if		
any), and ABS modulator		
connections.		_
Pedal travel, check per service manual. A pedal force gage is necessary for		
proper check of pedal travel.	1 1	
Front brakes-note condition of	GOOD CONDITION WITH NO GROOVES OR CORROSION	-
calipers, rotors as to whether they		
are grooved, corroded, leaking, etc.		
Rear brakes describe the condition of	GOOD CONDITION WITH NO GROOVES OR CORROSION	-
the rotors or drums (scored, smooth,		
corroded)		
Pads and linings-measure and record	RIGHT FRONT 11MM LEFT FRONT 11MM	
lining thickness in inches or millimeters.	RIGHT REAR 5MM LEFT REAR 5MM	
Note condition.		
ABS/TCS/SES system-check for codes,	OWNER STATED VEHICLE HAS ABS – IT DOES NOT HAVE ABS	
current and history		_
Other(scan tool results, description of	TECH II USED AND NO DTC'S FOUND	
codes, etc.)		
٢		

## Other Comments: {______

r____

#### BRAKE SYSTEM PERFORMANCE WHILE STOPPING ON A DRY LEVEL ROAD: OBSERVATIONS: VEHICLE STOPPED STRAIGHT WITH NO PULL OR PULSATION

ĩ

# ABS/TCS SYSTEM PERFORMANCE ON A WET OR GRAVEL ROAD: OBSERVATIONS: VEHICLE IS NOT EQUIPPED WITH ABS

{___

PRODUCT ALLEGATION RESOLUTION							
	PRELIMINARY INSPECTION						
	BRAKE & ABS SYSTEMS						
Customer's Name:			Inspection Date: 10-06-2006				
Vehicle Brand:	Chevrolet	Model:	Cobalt				
<u>File #</u>	1-436004314	<u>VIN:</u>	1G1AK55F567				

If vehicle is not driveable, conduct a brake torque test if possible. Start the engine, place the transmission in Drive with the foot on the brake. Slowly apply throttle and note the results. Is the brake able to hold the vehicle stationary? If not, at what throttle position does the vehicle begin to move.

Conduct a parking brake test. Apply the park brake, start the engine, place the transmission in Drive and slowly apply the throttle and note the results. If the vehicle begins to move, note the throttle position that causes the vehicle to move.

Section	on 6		AIT	RES					
1. <b>TI</b>	1. TIRE IDENTIFICATION:								
	Use a tread depth gauge at four points around the circumference to determine the average tread depth.								
If the	e tire size is different t	than specified o	n the tire placard, c	heck the ABS cal	ibration and note th AVE. TREAD	he findings. DOT			
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	NUMBERS *			
	(Goodyear)	(Eagle GA)	( <u>P205/70R15)</u>	<u>(psi)</u>	32nds of inch				
LF	CONTINENTAL	TOURING CONTACT	P195/60R15	28.5	9/32	ACV9 BLC 0506			
RF	CONTINENTAL		P195/60R15	24.5	9/32	ACV9 BLC 0506			
LR	CONTINENTAL	TOURING CONTACT	P195/60R15	28.0	8/32	ACV9 BLC 0506			
RR	CONTINENTAL		P195/60R15	27.5	9/32	ACV9 BLC 0506			

* Note: DOT numbers are found on the inside of the tire, adjacent to the rim.

Describe and photograph any damage to tires, such as scrapes, marks due to impact, cuts, tread separation, flat spots etc.

BOTH FRONT TIRES HAVE TREAD DAMAGE AND FLAT SPOTTING. LEFT FRONT RIM HAS HAD INNER BEAD STRAIGHTED BY DRIVER USING HAMMER IN ORDER TO INFLATE TIRE.

#### 2. TIRE PLACARD DATA:

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

 SIZE
 PRESSURE (psi)

 RES
 P195/60R15
 30

TIRES

Section 7

	WHEELS
	VHEELS

WHEEL CONDITION:

Note and photgraph any damage to wheels and mountings, such as bent rims, impact marks, etc. LEFT FRONT WHEEL INNER BEAD AREA HAS BEEN DAMAGED AND STATED THAT HE STRAIGHTED THE AREA WITH A HAMMER SO HE COULD INFLATE THE TIRE. {

				7 of 7
	PRODUCT	ALLEGA	ATION RESOLU	TION
	PREL	IMINAR	<b>AY INSPECTION</b>	
	BR	AKE & A	BS SYSTEMS	
Customer's Name:				10-06-2006
		Model:	Cobalt	
<u>File #</u>	1-436004314	<u>VIN:</u>	1G1AK55F567	
Section 8		SITE INSP	ECTION (If applical	hle)
Carefully consider the facts i site of the incident. General is done, it is important to mo SITE WAS INSPECTED AN	n the case and <u>then c</u> Motors prefers site ir ve quickly so that valu D PICTURES TAKEN TO GET ONTO THE	document t hspections uable inform N. THE E SERVICE	the basis of your dec as noted on the assi mation is not lost. XIT RAMP IS A SHA ROAD. THE SPEE	ision concerning whether to inspect the ignment sheet. If an inspection of the site ARP RIGHT HAND AND THEN ANOTHER D LIMIT ON I-45 IS 65MPH AND THE
{				
Section 9			Overflow Sheet	
Please use this page if nee area the comments are con {	eded for additional c ntinued from prior to	comments o each cor	from the inspection mment.	n form. Please note the section and
Please use this page if nee	eded for additional c ntinued from prior to	comments o each cor	from the inspection	n form. Please note the section and
Please use this page if nee area the comments are con {	eded for additional c ntinued from prior to was evidence of a SA, "fire" means con so includes, but is n moldering, but does a, such as combustio	Other Rep "Fire-Rela nbustion of s not inclu on of fuel	from the inspection mment.	n form. Please note the section and

				1 0	f 9
	PROD	UCT ALLEG	ATION RESOLUTION		
	PRELIMIN	IARY INSPE	CTION		
	STEERING, SUS	PENSION, A	XLE, TIRE AND WHEEL \$	SYSTEMS	
Customer's Name:			Inspection Date:	10/06/2006	
Vehicle Brand:	Chevrolet	Model:	Cobalt		
File #	1-436004314	VIN:	1G1AK55F567		
1110 //	1 10000 1011	<u>viii (.</u>	101111011007		
Mileage at Inspection:	7473	Inspection	n Location: PARKWAY CH		
	o	_		TOMBALL, TX 77375	
Inspector's phone number: 2	81-376-2696	Inspecte	<u>d By: </u> GARY L. DIXON		
Ocation 1	INODE/				
Section 1		CTION SUM			
BRIEFLY Describe the c					
	EEL TO THE RIGHT	, HEARD A	NOISE, AND THE VEHICI	LE CONTINUED TO GO	
STRAIGHT.					
Following the inspection	i, summarize the fa	cts and obs	ervations: (Additional cmts ma	y be placed in section 9)	
			HE STEERING INPUTS W		
RESTRICTIONS OR BINL	JING. DID NOT HE	AR ANY UNI	JSUAL NOISE DURING R	OAD TEST.	
{					_
{					_
{					
{					_
{					_
{					_
{					
{					_
{					_
Section 2	INTER	VIEW - INCI	DENT DETAILS		
Obtain all of the information	tion for this section	from the D	river/Claimant		
Provide a complete desc	ription of the incide	ent accordir	ng to the DRIVER / CLAIN	<u>IANT</u>	
Interview mode:	🛛 By Telephone 🗌	In Person	Incident Date ar	nd Time: 10/01/2006	
Interview date: 10/05	5/2006				
Was a police/fire departr	nent report obtaine	d? Yes	No		
				ollision events; include description	
				ney were contacted. (Additional cmts	
may be placed in section 9)			•		
STATED	THAT HE WAS <u>SOU</u>	TH OF HUN	TSVILLE, TEXAS AND W	AS GETTING OFF I-45 ONTO	
THE SERVICE ROAD US	ING EXIT 103.	S	TATED THAT HE WAS D	OING 20 TO 25 MPH AT THE	
TIME AND AS HE TURN	ED RIGHT HE HEA	RD A LOUD	NOISE FROM THE FROM	T OF THE VEHICLE AND EVEN	I
WITH THE WHEEL TUR				STATED THAT HE	
				D HIT A SIGN AND ENDED UP I	Ν
THE GRASSY AREA BET				TATED THAT THE LEFT FRONT	
				ORDER TO REINFLATE THE	
				LEFT FRONT WHEEL LOCKED	
UP PER THE SKID MARI				HAT THEY HAD BEEN DRIVING	
				WAS SOMEWHERE AROUND	
THREE HOURS.		Contract Grain			
Driver/other occupant's ph	vsical description (in	clude name	gender height weight &	disabilities ):	
	5'11", 190 POUNDS		gender, neight, weight, de		
If there was a collision:	, 100 - <b>OUND</b> C	,			
Describe extent of any inju	iries to the Driver: Nr				
- Besoning extern of any inju	inco to the Driver. In				

					2 of
	S	PRELIMIN	ARY INSPE	ATION RESOLUTION CTION XLE, TIRE AND WHEE	EL SYSTEMS
<u>Customer'</u> <u>Vehicle</u>	<u>s Name:</u> e Brand: C	hevrolet 436004314	<u>Model:</u> <u>VIN:</u>	Inspection Date: Cobalt 1G1AK55F567	
PASSENGER	AREA NO INJU	ts were seated & RIES INVOLVE	D.		SSENGER SEAT AND RIGHT REAR
Driving condition Road Surface: Road Condition: Shoulder I Curb Shoulder/Curb C Posted Speed Lin Any objects in t Length of Driv Estimat (Do No	ions at the tim Weather condi Dry b :: Con ondition: Dry nit 65 he road? (rocks, re Prior to incide Total Time (hr Estimate of ve ted vehicle speed to report speed	hcrete Asphal wet hcrete Asphal wet scrap metal, pothole hicle speed: 65 ed at impact: 20 information fro tion of the vehic	t: DRY AND ( It Gravel It Gravel It Gravel It Gravel S Di mph Source om the Vetro	CLEAR Approximate Te Crushed rock Di Other: { Crushed rock Di Other: { Other: { other: 80 e of est. of est. of est. of est. of est. of est. of est. of est.	irt
following infor Steering Suspension Brakes	Normal Normal Normal Normal	Other Other Other Other	Desc	ribe { ribe ABS DID NOT FU	ND VEHICLE WOULD NOT TURN
Engine Electrical	Normal ⊠ Normal ⊠	Other Other	LOCKED Desc	ribe {	
Were any warr the details and			er informatio	on center messages d	isplayed? □ Yes 🛛 No If "Yes", get
Has the vehicle details and des			lent ever bee	en noted prior to this inc	vident? 🗌 Yes 🛛 No If "Yes", get the
Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual noises, smoke or steam observed. {					
Describe any ev		Turning			Other: <b>{</b>
NONE		nterior, trunk and		•	(
				both on the trailer and t	
Did the vehicle		vay?: 🛛 Yes 🗌		e: WENT INTO THE G	-

3 of 9								
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS								
Customer's Name: Vehicle Brand: File #Image: Inspection Date: Chevrolet10/06/2006Model: VIN:CobaltModel: VIN:Cobalt								
How was the vehicle transported from the incident site to the present location?  Tow Truck  Flat Bed Other DRIVEN FROM THE SITE TO OWNERS HOME Additional comments concerning the incident:								
Section 3 INTERVIEW - VEHICLE HISTORY								
Source of information (name, address, phone number, & relationship), if other than claimant:								
Did the owner purchase the vehicle new? Xes No Date <u>07/05/2006</u> Used? Yes No Date <u>VEHICLE MODIFICATIONS / ALTERATIONS</u> Are any vehicle modifications or alterations present, and has any after-market equipment been installed? (e.g., objects attached to the steering wheel or instrument panel, controls for disabled persons, shock absorbers, springs, modified body, electrical components, powertrain, wheels or tires, after-market seats, etc) <u>Describe:</u> NONE {								
<pre>{ VEHICLE REPAIR / SERVICE HISTORY Prior electrical system service? \[\[\] No \[\] Yes If yes, describe: { Prior collision repair? \[\] No \[\] Yes If yes, describe: { Repaired by whom? (name, address, phone) { } </pre>								
Prior chassis system service, repair, or replacement? No Yes If yes, describe what was done:  Prior electrical system components serviced, repaired, or replaced by whom? (name, address, phone number)  Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? No Yes								
If yes, describe:            {								
THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSICAL EVIDENCE USING PHOTOS AND WRITTEN OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE APPROPRIATE SECTION.								

PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMAGE WITH MANY PHOTOS.

#### DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:

## LIGHT DAMAGE TO LEFT FRONT QUARTER INCLUDES THE BUMPER COVER AND HEAD LAMP ASSEMBLY

<u>UNDERBODY / FRAME / CHASSIS AREA:</u> Describe <u>any damage</u> to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present.

4 of PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS								
Customer's Name:Vehicle Brand:File #1-436004314	Inspection Date:10/06/2006Model:CobaltVIN:1G1AK55F567							
NONE {								
CORNER ASSEMBLIES Struts/shocks Springs Control arms Comments: LEFT FRONT WHEEL HAS DAMAGE TO INNE ASSEMBLIES.	Ball joints Tire/wheel assemblies Steering knuckles Axle assemblies							
<u>UNDERHOOD</u> Engine compartment Brake fluid level and condition Comments: NO DAMAGE FOUND AND NO LEAKS NOTEI {	Power steering lines, hoses, clamps and connections Power steering fluid level and condition							
GENERAL OBSERVATIONS								

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

Comments:

Section 5

#### **VEHICLE INSPECTION - PASSENGER COMPARTMENT**

#### **INTERIOR**

Instrument panelOdometerControlsSteering wheel and colurOverall view of seat positionDriver and passenger sePhoto of options label-glove box/trunkSunvisors and headlinerPersonal items/cargoSunvisors and headliner

Odometer Steering wheel and column Driver and passenger seat back angle (inclinometer measurement) Sunvisors and headliner

#### <u>INTERIOR INSPECTION</u> (Describe any damage and photograph ) NO INTERIOR DAMAGE NOTED FROM ACCIDENT, OWNER STATED THAT THEY HAD BEVERAGE SPILLAGE BY PASSENGERS BUT NO OTHER DAMAGE NOTED.

					5 of 9			
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION								
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS								
Customer's Name:			Inspection Date:	10/06/2006				
Vehicle Brand:	Chevrolet 1-436004314	Model:	Cobalt					
<u>File #</u>	1-430004314	<u>VIN:</u>	1G1AK55F567					
1								
{								

#### 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.

	6 PRODUCT ALLEGATION RESOLUTION
	PRELIMINARY INSPECTION
ST	EERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS
Customer's Name:	Inspection Date: 10/06/2006
Vehicle Brand: Ch	evrolet <u>Model</u> : Cobalt
<u>File #</u> 1-4	36004314 <u>VIN:</u> 1G1AK55F567
ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all	ALL ITEMS IN PROPER PLACES AND INPUT FROM STEERING WHEEL HAS
components in place and	APPROPRIATE MOVEMENT TO FRONT WHEELS. NO STICKING OR BINDING
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?	,
Steering linkage-Is the linkage	NO DAMAGE FOUND
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	NO DAMAGE FOUND
of leakage, damage to boots on	
the rack, contact by foreign	
objects?	
Steering column, ignition switch.	YES
intermediate shaft. Does the	125
column unlock with the ignition	
key "on"? Is the steering column	
properly fastened to the dash?	
Steering pump, drive, hoses,	GOOD CONDITION
connections, flow, pressure. If	SOOD CONDITION
possible, start the engine and	
rotate the steering wheel lock to	
lock. Is power assist normal? If	
not, it may be necessary to	
check pressure and flow.	
PS fluid level and condition-	
Color, contamination, odor	OKAY
Steering knuckle-All	OKAY
attachments secure and	
proper?	OKAY
Suspension components – LF	OKAY
Strut attachments, springs	
ntact; control arms properly	
ttached, deformed, broken,	
craped, etc. Sway bars	
properly attached.	
Strut attachments, springs	OKAY
ntact; control arms properly	
attached, deformed, broken,	
scraped, etc. RF	
Strut attachments, springs	OKAY
intact; control arms properly	
attached, deformed, broken,	
scraped, etc Rear sway bars,	

					7 of 9			
PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION								
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS								
Customer's Name:			Inspection Date:	10/06/2006				
	vrolet	Model:	Cobalt	1				
<u>File #</u> 1-43	6004314	<u>VIN:</u>	1G1AK55F567					
trailing arms properly attached								
and undamaged. LR	OKAY							
Strut attachments, springs intact; control arms properly	OKAT							
attached, deformed, broken,								
scraped, etc. RR								
Rear axle assembly-deformed,	OKAY							
signs of impact, properly								
located, etc.								
Deformation to the frame	NONE NONE							
Describe and photograph evidence of axle/ suspension/	NONE							
tire contact with frame, body or								
components								
Describe and photograph	NONE							
contact of the under- carriage								
with the road surface (road,								
shoulder, curb, or grass)								
Stability Enhancement system/components-check for	<u>د</u>							
codes with Tech II								
Engine (normal, other)-Obtain	NO DTC'S							
codes using a Tech II.								
Electrical (normal, other)	NO DTC'S							
Warning lights/messages	NO DTC'S							
displayed? Describe and obtain								
codes using a Tech II								
Anything components missing?	NO							
Other	{				I			

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". HANDLING OF THE CAR WAS GOOD, INPUTS FROM STEERING WERE GOOD AND RESPONSE QUICK. HEARD NO USUSUAL NOISES BUT DID HAVE SLIGHT VIBRATION FROM DAMAGE TO LEFT FRONT WHEEL.

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