Customer's Name: Inspection Date: 8/28/2008 Vehicle Brand: Chevrolet Model: 2009 Cobalt File #: 71-657047782

1G1AT18H197 VIN:

Brake fluid level and condition

Power steering fluid level and condition

Comments:

No visible damage in the engine compartment. Brake fluid is full and shows no sign of contamination. The power steering assist system is intact and operational, mounting and clamps are clean and tight.

### **GENERAL OBSERVATIONS**

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

Comments:

No visible aftermarket equipment or vehicle modifications.

Section 5

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

#### INTERIOR

Instrument panel Odometer

Controls Steering wheel and column

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

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

Personal items/cargo

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

There is no visible damage to interior. The odometer and instrument panel controls are operational. There is no visible damage to the steering wheel and column.
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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.

Customer's Name:Inspection Date:8/28/2008Vehicle Brand:ChevroletModel:2009 Cobalt

<u>File #</u>: 71-657047782 <u>VIN:</u> 1G1AT18H197

ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all components in place and connected in a normal manner? Can the steering wheel be rotated lock to lock with appropriate movement of the front wheels. Is there any binding, sticking or uneven feel?	All steering system components are in place and connected. The steering wheel rotates lock to lock smoothly and with moderate effort and appropriate movement of front wheels.
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	All steering linkage is tight and no loose connections. No visible scrapes, abrasions or signs of contact with any other linkage.
Gear/rack and pinion-Any sign of leakage, damage to boots on the rack, contact by foreign objects?	No visible leaks at steering rack and pinion. No visible damage to boots on rack or contact by foreign objects.
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	Steering column, ignition switch and intermediate shaft tight and no loose connections. Column unlocks with ignition key correctly. Steering column fasteners clean and tight.
Steering pump, drive, hoses, connections, flow, pressure. If possible, start the engine and rotate the steering wheel lock to lock. Is power assist normal? If not, it may be necessary to check pressure and flow.	This vehicle has electric power steering assist. Steering wheel rotates lock to lock smoothly and with moderate effort.
PS fluid level and condition- Color, contamination, odor	This vehicle has electric power steering assist.
Steering knuckle-All attachments secure and proper?	All attachments to steering knuckles are secure and proper.
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	LF strut attachments, springs and control arms intact and properly attached, no scrapes or deformities.
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc.	RF strut attachments, springs and control arms intact and properly attached, no scrapes or deformities.
Strut attachments, springs intact; control arms properly attached, deformed, broken,	LR attachments, springs, control arms and rear sway bars intact and properly attached, no scrapes or deformities.

Customer's Name:Inspection Date:8/28/2008Vehicle Brand:ChevroletModel:2009 Cobalt

	,
scraped, etc Rear sway bars, trailing arms properly attached	
and undamaged. LR	
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR	RR attachments, springs, control arms and rear sway bars intact and properly attached, no scrapes or deformities.
Rear axle assembly-deformed, signs of impact, properly located, etc.	Rear axle intact and no signs of impact, properly located.
Deformation to the frame	No visible deformation of frame.
Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components	No visible evidence of axle/suspension or tire contact with the frame.
Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass)	No visible contact of the under-carriage with road surface, shoulder, curb or grass.
Stability Enhancement system/components-check for codes with Tech II	Not available.
Engine (normal, other)-Obtain codes using a Tech II.	No engine or drive train active or stored Tech II codes.
Electrical (normal, other)	Electrical system normal.
Warning lights/messages	No Current Tech II codes
displayed? Describe and obtain	Tech II-History:
codes using a Tech II	BCM U211 Loss of Communication with Steering Control System. IPC U2113 Loss of Communication with SDM
Anything components missing?	No visible components missing.
Other	None

If the vehicle is drivable, 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".

A two mile test drive of the vehicle was performed and the power steering system was firm and responsive. The brake pedal is firm and positive and stops the vehicle with light to moderate pressure. The Park brake system was tested with transmission in Drive and Reverse and the Park brake held at wide open throttle in all gears. All Park brake cables and controls are operational and the cables are adjusted and routed correctly.

The safety belt emergency locking system was tested for the driver and passenger belts. The driver and passenger belts were rapidly pulled from their retractors and each belt locked and held tension. On release of tension, each belt retracted into the retractor cover smoothly and quickly. The driver and passenger seat belt buckles latched easily and firmly and released easily. The seat belt webbing was not stressed or stretched and there were no visible witness marks on the belt webbing.

Customer's Name: Vehicle Brand:

File #:

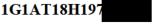
Chevrolet 71-657047782

Inspection Date:

8/28/2008

M<u>odel:</u> VIN:

2009 Cobalt



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. Vehicle not equipped with ABS/Traction Control/Stability Enhancement System.

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

### TIRE AND WHEEL INSPECTION

### 1. IDENTIFICATION:

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	(Goodyear)	(Eagle GA)	(P205/70R15)	<u>(psi)</u>	32nds of inch	
LF	Goodyear	Touring	P225/60R16	<u>30</u>	11/32	N/A
RF	Goodyear	Touring	P225/60R16	<u>30</u>	11/32	N/A
LR	Goodyear	Touring	P225/60R16	<u>30</u>	11/32	N/A
RR	Goodyear	Touring	P225/60R16	30	11/32	N/A

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 No visible damage to LF wheel or tire.

RF No visible damage to RF wheel or tire

LR No visible damage to LR wheel or tire.

RR No visible damage to RR wheel or tire.

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 **P225/60R16** 30 30

SPARE TIRE N/A

Section 7 SITE INSPECTION

 Customer's Name:
 Inspection Date:
 8/28/2008

 Vehicle Brand:
 Chevrolet
 Model:
 2009 Cobalt

 File #:
 71-657047782
 VIN:
 1G1AT18H1

1G1AT18H197

	SITE INSPECTION -	PERFORM THE FOLL	OWING 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.

Photograph the scene and property if involved.

Comments:

Site not available. {		
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{		
Section 8	COMMENT OVERFLOW	
	needed for additional comments from the inspection form. Please note the section continued from prior to each comment.	n and
{		
(		

Customer's Name:Inspection Date:8/28/2008Vehicle Brand:ChevroletModel:2009 Cobalt

File #: 71-657047782 VIN: 1G1AT18H197

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.
Attachn	nents: (Check all that apply)
⋈ Pho	tographs Data Downloads This vehicle is not presently supported by Vetronix CDR and no data
is availa	able. 🗌 Other Records

### facsimile transmittal

То:	Ed Lynom		<b>Fax:</b> (412) 299-7507		
From:	Joe Garcia		Date:	October 3, 2008	
Re:	1G1AT18H197 657047782 -	- 71-	Pages:	ges: 2	
cc:					
□ Urge	ent □ For Review	□ Plea	se Comment	☐ Please Reply	☐ Please Recycle

### Notes:

When submitting the claim please verify that the information attached is correct. Please make sure that it is the correct customer, VIN and mileage. Also check your dealership information for accuracy – dealer division, dealer code, RO #, RO close date and dollar amount. If any of the information isn't correct do not submit the claim and contact the CRS handling the file as soon as possible to correct.

If everything is correct please submit this claim in the GMWA system. We have entered a preauthorization so you do not need to H route this claim. If you do that it will be rejected and hold up your payment process. Please do not use any authorization codes or any labor hours or costs. Please submit the claim as a net line under the labor op Z1242. Please submit this claim on or after Friday October 10, 2008. If this claim rejects, please contact the CRS handling this file and we will push it through to your credit memo.

. . . . . . . . . . . . . . . . . .





### THE BODY SHOP @ NORTH STAR CHEVROLET

Federal ID #:412140687
SERVICING ALL MAKES & MODELS; FOREIGN & DOMESTIC
COLLISION CENTER
5854 UNIVERSITY BLVD
MOON TOWNSHIP, PA 15108
(412)264-4607 Fax: (412)264-5207

### PRELIMINARY ESTIMATE

Written By: Chris Buller #482238 Adjuster:

Insured:
Owner:
Address:
PITTSBURGH, PA
Other:

Claim #
Policy #
Deductible:
Date of Loss:
Type of Loss:
Point of Impact:

Inspect THE BODY SHOP @ NORTH STAR CHEVR Business: (412)264-4607

Location: COLLISION CENTER

5854 UNIVERSITY BLVD MOON TOWNSHIP, PA 15108

mount bracket

Aim headlamps

FENDER

Insurance Company:

7

8

Days to Repair

0.5

2008 CHEV COBALT LT 4	1-2.2L-FI 2D CPE BLACK Int	::				
<b>VIN:</b> 1G1AT18H187	Lic: Pro	od Date	<b>:</b> :	Odomet	er:	
Air Conditioning	Rear Defogger		Tilt Whe	Tilt Wheel Theft Deterrent/Alarm Console/Storage Power Brakes Power Mirrors FM Radio		
Intermittent Wipers	Keyless Entry		Theft De			
Message Center	Dual Mirrors		Console/			
Clear Coat Paint	Power Steering		Power Br			
Power Windows	Power Locks		Power Mi			
Power Trunk/Tailgate	AM Radio		FM Radio			
Stereo	Search/Seek		CD Playe	CD Player		
Premium Radio	Auxiliary Audio Cor	Auxiliary Audio Connectio S Passenger Air Bag		Satellite Radio		
Driver Air Bag	Passenger Air Bag			Head/Curtain Air Bags		
Cloth Seats	Bucket Seats		5 Speed '	Transmi	ssion	
Overdrive	Full Wheel Covers					
NO. OP.	DESCRIPTION	QTY	EXT. PRICE		PAINT	
NO. OP.		QTY	EXT. PRICE		PAINT	
NO. OP.	DESCRIPTION 	QTY	EXT. PRICE	LABOR		
NO. OP.  1 H 2 Repl Hood	DESCRIPTION 	QTY	EXT. PRICE	LABOR		
NO. OP.  1 H 2 Repl Hood 3 Add	DESCRIPTION  HOOD	QTY	EXT. PRICE	LABOR	2.8	
NO. OP.  1 H 2 Repl Hood 3 Add 4 Add	DESCRIPTION  HOOD  If or Clear Coat	QTY	EXT. PRICE	LABOR	2.8 1.1	

PRELIMINARY ESTIMATE

2008 CHEV COBALT LT 4-2.2L-FI 2D CPE BLACK Int:

NO.	OP.	DESCRIPTION					PAINT
9*		LT Fender				2.0	1.8
10	_	Overlap Major Adj. Panel					-0.4
11		Add for Clear Coat					0.3
12	Repl	LT Emblem GM MARK OF EXCELLENC	1	4	.75	0.2	
13#	_	PINSTRIPES, TAPE .3 PER PANEL~	1	12	.00	0.3	
14		FRONT BUMPER					
15	Repl	Bumper cover	1	362	.57	2.2	2.6
16		Add for Clear Coat					1.0
17		GRILLE					
18	R&I	Grille BASE, LS, LT				Incl.	
19	Repl	Emblem w/o LTZ w/o appearance pkg	1	16	. 17		
20#		HAZARDOUS WASTE REMOVAL~	1	3	50 X		
21#		FLEX AGENT (PER COVER)~	1	6	.00 T		
22#		CORROSION	1	1.5	.00 т	0.2	
,		PROTECTION/RUSTPROOF~	_			•	
23#		MASK JAMBS~	1				0.2
		Subtotals ==>		803	.19	6.5	10.8
		Parts					778.69
		Body Labor	6	.5 hrs	3 (a \$	44.00/hr	
		Paint Labor	10	.8 hrs	3 (2 \$	44.00/hr	475.20
		Paint Supplies	10	.8 hrs	; (4 \$	44.00/hr 25.00/hr	270.00
		Sublet/Misc.					24.50
		SUBTOTAL				 \$	 1834.39
		Sales Tax		3 1830		7.0000%	
		GRAND TOTAL				\$ \$	1962.55
		ADJUSTMENTS: Deductible					0.00
		CUSTOMER PAY				\$	0.00
		INSURANCE PAY				\$	1962.55

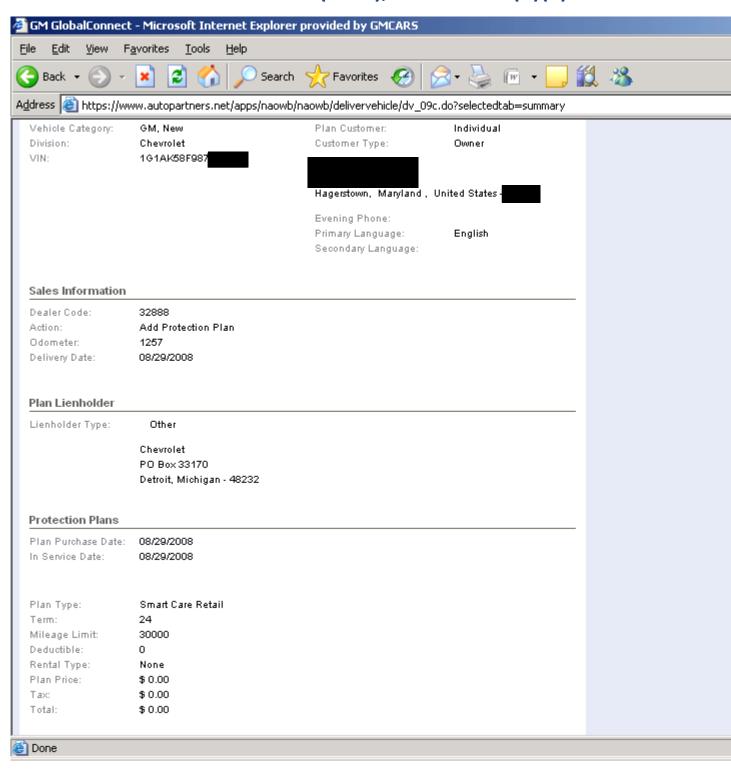
2009 Gbalt

ACCONDENSOR 22696030/33515 Rodintor 22731217)\$350.28 Fan Shroud 15849635)\$162.80

Alewnoot

Solutions in fasteners, chemicals, tools and inventory management 1-800-**WURTH** US www.wurthusa.com

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





### OrderWORKBENCH

### Transaction Details



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

VIN: 1G1AK58F987

Dealer Code: 32888

Transaction Date: 08/29/2008

Transaction Type: GM Protection Plan

Transaction Messages: 1097 - GMPP sent to MIC Status: Pending

User ID: 1w3iz8

User Role: Central Office Administrator
Timestamp Date: 2008-09-03-14.24.03.833594

74874

Fay

### Chevrolet, Oldsmobile, Pontiac, & Cadillac

730 East King St. Shippensburg, PA 17257 Phone # (717) 532-2121 # (717) 532-2730 Fax

. <u>_</u>			
To: GM AV	M TEAM	From: <u>/+++/-/ C</u>	howades
Fax: 1-866 4	130- 2718	Pages: (Including cover	page) 3
Phone: (7/7) 535	1-2/2/	Date: <u>8/27/08</u>	
Re 71-657	940867		
Urgent	For Review	Please Comment	XPlease Reply
Comments:			
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	and the second s		
			100

### General Motors Dealership Empowerment Process

(Dealership Service Management Template Revised 11/05/2007)

- i) Please complete this template by either typing or legibly writing in all required information
- 2) Either fax the completed temptate to 1-865-430-2718, or attach to an e-mail and send to AVM.TEAM@GMEXPERT.COM
  - It is NOT necessary to FAX all 13 pages; only those that apply to your request.
- 3) Place a copy of the completed template in your VIN history file for future reference

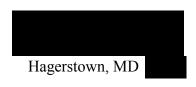
IMPORTANT NOTE: If you have questions pertaining to potential goodwill options, goodwill value &/or the status of a pending request, please call the GM Call Center (1-800-231-1841, prompt 3, prompt 2). ALWAYS call BEFORE you commit to provide a GM Protection Plan to a customer.

Region N	East SEast MCentral SCentral Western
Service Manager Name & Phone Number Dealership Name, Location & BAC Number	Chuck Comp (717) 532-2121 HAH Cheurolet, Fontine, Carillac Shippenshung, PA 17257 113877
CAC Case (SR) Number (if known) Castomer Name (Mr., Ms., Mrs., Firel, Ml, Last)	71-657940867
Customer <u>Complete</u> Marking Address	HAGERSTOWN, MD
Daytime Phone Number Evening Phone Number FOLL VIN	
Current Mileage  District Service Manager s	161AK58F987
Name & Cell Phone Number  Customer's Concern(s)  And Business Reason(s)	CEL, Security Lights on + Power STEERING STOPPED
For Offering Goodwill to this Loyal, Appreciative, Deserving Customer	COMMUNICATION WISEM TAN CASE 10436142.
Deserving Customer	Found BAD CINEWITS & TERMINALS. TEST Drove 412- Miles After Repair. LOYAL GM OWNER. PAID CASH FOR CAR, HAS LOST
	Trust in Which But willing to Accept Repair. Low Miles. Customer Preferred Small CARE TO GMPP S/C.
Additional Information Such As R () #s Or Used Vehicle Purchase information (date & mileage at used vehicle parebase, and setter)	RO 6033236 - Repair 8/27/08 845 miles RO 6033013 - 8/4/08 CONCEAN NO Completed 680 miles.

### GMPP Smart Care

	GMPP Smart Care					
Definition:	A complimentary plan providing basic maintenance services for a variety of					
	time and mileage intervals					
Purposer	To provide added value for deserving customers to offset an inconvenience					
When to use:	➤ To recognize & thank a customer for their cooperation &/or patience					
	➤ To promote normal maintenance					
	<ul> <li>As an alternative to a maintenance letter or component letter</li> </ul>					
When NOT to use:	➤ In conjunction with other goodwill tools					
	➤ In cases of property damage or personal injury					
	<ul> <li>When the vehicle has a branded or salvaged title</li> </ul>					
	➤ If customer has pursued third party intervention (BBB or legal)					
Parameters of use:	➤ Can be offered in or out of warranty					
	Match terms to the owner's purchase cycle					
	Smart Care will not pay any claims past 100,000 miles					
	Coverage begins at the plan purchase date & mileage, NOT the					
	vehicle's original in-service date					
Examples:	➤ The diagnostic/repair process took longer then normal, and the					
•	customer was understanding and cooperative					
	△ A "one-time" maintenance offer is insufficient					
	Matrix of Available GMPP Smart Care Plans					
<b>12/12,000</b>	24/24,000					
12/15,000	24/30,000					

5 Revised 11/05/2007



Service Request: 71-658904294

Customer Relationship Specialist: Tiffany Schmoldt

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 2008 Chevrolet Cobalt, Vehicle Identification Number 1G1AK58F987 is for the following:

- 24 months or 30,000 miles, whichever occurs first, beginning on August 29, 2008 and ending on August 29, 2010 and begins with 1,257 miles and ends with 31,257 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 <a href="www.mygmlink.com">www.mygmlink.com</a>. This free online service offers vehicle and ownership-related information and tools tailored to your specific vehicle.

North American Operations General Motors Corporation Disbursements (2613) PO Box 62530 PO Box 62530

in the second



CHECK NO.

50-93 213

DATE 11/17/08

Phoenix, AZ 85082-2530

XXXXXXXXXXXXX5,140 DOLLARS XXXX00 CFNTe

AMOUNT SE 

North American Operations General Motors Corporation Disbursement Account

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يوه الشر ورثيا

SIGNATURE Oggang S

8 3 m

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

VENDOR JUNS NO.

ENDOR NAME

REGISTER NO.

BB 000000021

INVOICE DATE

AUDIT.

% DISC.

DOC. REFERENCE NUMBER

A Salaring Spa

PHILADELPHIA PA

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

INVOICE AMOUNT

CHECK NO.

DETACH BEFORE DEPOSITING CHECK

PAYMENT DATE 11/17/08 NET AMOUNT DISC. AMOUNT

**b.** DESCRIPTION 11/13/08 VM 1-B87U9K 71-658906054 1-B87U9K 00.0000 5,140.00 5,140.00 1G1AK52F857 \$ 20 mg ij. Îş  $\approx 3$ ACCEPTANCE OF THIS CHECK CONSTITUTES FULL RESOLUTION FOR REIMBURSEMENT\OR QUESTIONS CALL 800-462-8782 M3

November 11, 2008

Tammy Schmitt, Esq.
David J Gorberg & Associates
1234 Market St Ste 2040
Philadelphia, PA 19107

RE: v. General Motors Corporation

Service Request: 71-658906054

2005 Chevrolet Cobalt

Vehicle Identification Number: 1G1AK52F857

Customer Relationship Specialist: Mary Williamson

Dear Ms. Schmitt:

Enclosed please find a check in the amount of \$5,140.00 made payable to Gorberg & Associates to settle the above-referenced case.

A 36 month/ 60,000 mile (whichever comes first) Value Guard GMPP with \$0 deductible will be sent directly to Lucia Polinsky after processing. The GMPP will be valid from November 1, 2008 and 7,700 miles.

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

Sincerely,

General Motors Corporation

LG0008 V07092007



### Mary Williamson/Austin/GM1 11/05/2008 11:04 AM

To "Tammy Schmitt" <tschmitt@mylemon.com>@SITELCWEB CC

bec

Subject Re:

Tammy,

Have you received the signed release for

Mary

"Tammy Schmitt" <tschmitt@mylemon.com>



"Tammy Schmitt" <tschmitt@mylemon.com> 10/27/2008 05:46 PM

To <mary\_williamson@gmexpert.com>

cc

Subject

Hi Mary - We are settled in this case. Thanks! Tammy J. Schmitt, Esquire DAVID J. GORBERG & ASSOCIATES, P.C. 1234 Market Street, Suite 2040 Philadelphia, PA 19107 1-215-563-7210 1-800-MYLEMON 1-215-563-4020 (Fax)

### **RELEASE OF CLAIM**

assigns, heirs and executors, in consideration of: Serelease(s) and discharge(s) General Motors Corpordealers, any designers and suppliers of vehicles, parameters and demands, damages, and claims for attorney's fees related to, or are in any way associated with the purse of Releasor(s) 2005 Chevrolet Cobalt bearing ("Subject Vehicle"), including but not limited to a vehicle. This Release of Claim shall not be constructed in the subject Vehicle after the date of above, General Motors Corporation agrees to honor limited warranty and any applicable GM Protection vehicle. If Releasor(s) has/have initiated any cour Motors Corporation, Releasor(s) immediately will as consideration for the payment described above of \$3,900.00, made payable to the subject vehicle's mileage is Releasor(s) has/have carefully read and understand acknowledge(s) that this Release constitutes the entities and the subject vehicle is mileage is Releasor(s) has/have carefully read and understand acknowledge(s) that this Release constitutes the entities of the subject vehicle is mileage is Releasor(s) has/have carefully read and understand acknowledge(s) that this Release constitutes the entities of the subject vehicle is mileage is related to the subject vehicle is mileage.	arts and components that are distributed by General and employees from any and all claims, causes of action, and costs which directly or indirectly arise from, are archase, repair, maintenance, operation, alteration, or Vehicle Identification Number 1G1AK52F857 my claims based on any alleged defects in the subject rued to release any of the above named persons or onal injury or products liability arising out of the use of execution of this release. Notwithstanding the or the remaining term of the manufacturer's express in Plans which accompanied the sale of the subject it, arbitration or other proceeding against General dismiss the proceeding with prejudice.  To be tendered in the form of one check in the amount of David J Gorberg & Associates.  Lon the date of the signing of this release.  d(s) this release. Releasor(s) agree(s) and
	RE SIGNING. BY SIGNING THIS RELEASE, READ IT, UNDERSTAND IT, AND AGREE TO
I/We agree to the terms of this Release of	of All Claims
DATE SIGNED:	
Claimant's Signature	Claimant's Signature
Address	Address
City, State, Zip Code	City, State, Zip Code

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

COUN	TY OF _		 								
20		to (or	and subso	cribed	before	me thi	S	da	y of		_,
								Sig	nature o	f Notary Publ	ic
				Prin	it, type o	or stamp	Commi	issioned	Name o	f Notary Publ	ic
			Personally	y Kno	wn	C	R Prod	uced ide	entificati	on	
			Type of	identi	fication						
			My com	nmissi	on expir	es:					_
CC: F	ïle										

LG0029 V6302006

### Desire Gallagher/Austin/GM1

09/02/2008 11:31 AM

To paul.racioppo@gm.com
cc

Subject
71-658906054

### Paul Racioppo

Hi, my name is Desire' Gallagher. This email is to follow up on my voicemail regarding Service Request 71-658906054 for customer The customer's vehicle is a 2005 Chevrolet Cobalt with over 6, 956 miles, VIN 57 The customer has been working with Farabaugh Chevrolet in Ligonier, PA and Latrobe Chevrolet in Latrobe, PA. Due to time constraints, your response to this e-mail is required within 24 hours.

This is a Not in Suit Matter. This means a demand letter has been sent to our office by the customer's attorney indicating that the customer may pursue a lawsuit unless GM can resolve the customer's vehicle concern. We are reviewing this case for possible settlement in our Early Resolution program. To make it easier for you to meet the 24 hour turnaround, please review the following options and reply with your choice:

- A) I am familiar with this customer and vehicle and I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- B) I am not aware of this particular customer or vehicle. However, I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel.
- C) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement. If the settlement requires a Repurchase, I would like to re-engage in this case. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- D) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement including a Repurchase, if necessary. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)

E) Unfortunately, I am not aware of this particular customer case and cannot provide any information related to this customer. In addition, I am not able to have any involvement with the case handling. Please resolve this case according to the Early Resolution program policies for case settlement including a Repurchase, if necessary.

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

Thank you,

Desire' Gallagher desire\_gallagher@gmexpert.com (866) 790-5600 x 11139

CONFIDENTIAL AND PRIVILEGED: This communication contains information intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and/or confidential. If you are not the intended recipient or an employee or agent responsible for delivering the communication to the intended recipient, you are hereby notified that any disclosure, copying distribution, or use of its contents is prohibited. If you have received this communication in error, please notify us immediately by returning the original communication by reply e-mail, and permanently delete the communication from your system. Thank you.

October 27, 2008

Tammy Schmitt, Esq.
David J Gorberg & Associates
1234 Market St Ste 2040
Philadelphia, PA 19107-3720

RE:

Service Request: 71-658906054

2005 Chevrolet Cobalt

Vehicle Identification Number: 1G1AK52F857 Customer Relationship Specialist: Mary Williamson

Dear Ms. Schmitt:

We regret that your client(s) is dissatisfied with her 2005 Chevrolet Cobalt and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$ 5,140.00.

A 36 month/60,000 mile (whichever comes first) GM Protection Plan Value Guard Service Contract with a \$0 deductible, and begins with the current date and odometer shown on this acceptance letter.

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

Your client(s) would retain the vehicle.

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

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

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

Sincerely,

General Motors Corporation

cc: FILE

LG0044 V01032008 Attach.

V 7.700	
Odometer	
Chefit's Signature	Client's Signature
80-1-11 V	
↑ Date	Date

### RELEASE OF CLAIM

executors, in consideration of: \$5,140.00 {** AND ? Protection Plan Value Guard Service Contract with a on this release paid by General Motors Corporation, h subsidiaries, its authorized independent dealers, any distributed by General Motors Corporation, and their action, demands, damages, and claims for attorney's for are in any way associated with the purchase, repair Chevrolet Cobalt bearing Vehicle Identification Number limited to any claims based on any alleged defects in release any of the above named persons or entities from liability arising out of the use or operation of the Subj. Notwithstanding the above, General Motors Corporate express limited warranty and any applicable GM Protest.	ion agrees to honor the remaining term of the manufacturer's ection Plans which accompanied the sale of the subject vehicle. If rother proceeding against General Motors Corporation, Releasor(s)
As consideration for the payment described above to made payable to and David J Gorberg	be tendered in the form of one check in the amount of \$ 5,100.00, and Associates.
The subject vehicle's mileage is 7,700 on	the date of the signing of this release.
Releasor(s) has/have carefully read and understand(s)	this release. Releasor(s) agree(s) and acknowledge(s) that this easor(s) and General Motors Corporation, and Releasor(s) is/are not
PLEASE READ CAREFULLY BEFORE SIGNIFYING THAT YOU HAVE READ IT, UNI	
I we agree to the terms of this release of the	
DATE SIGNED: VI-1-08	
Claimant's Signature (	Claimant's Signature
Address	Address
City, State, Zip Code	City, State, Zip Code
STATE OF PA COUNTY OF Philadelphia	
Sworn to (or affirmed) and subscribed before	me this _184 day of Mounty, 20 bf, by Lucia
Polinsky.	Offine Celrone
	Notarial Scal  Janine Cedrone, Notary Public City Of Philadelphia, Philadelphia, County
	My Commission Expires Dec. 16, 2010

Member, Persinghania Association of Northern

Print, type or stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Type of identification \_\_\_\_\_ li Cense

My commission expires: \_\_\_\_\_ 12/16/16

CC: File

LG0029 V6302006

### **Privileged and Confidential Information**

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

By: Desire' Gallagher State: PA

Customer Name: Service Request: 71-658906054

Vehicle ID No.: 1G1AK52F857 In Service Date: 02/09/2006 Vehicle is: NEW BAC Code:

Year, Make & Model: 2005 CHEVROLET COBALT Vehicle Purchased New on: 2-9-2006 at

odometer 411

Lien holder: Other⊠: First National Bank of Pennsylvania DVM requests Purchase Price of

involvement?: Y Vehicle: \$ 15120.00

Was TAC contacted for this vehicle?(Y/N): Y Case # 10431008

### ☐ Steering

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
4-28-08	47172	*	6316	C/S Rattle type noise in steering or front SUSP. Cause: Noise coming from inside steering column Repair: Order Part
5-5-08	47290	1	6355	C/S Knocking type noise in steering Cause: Noise coming from inside steering column Repair: Replace Steering column.
7-30-08	48817	*	6877	C/S INTERM no power steering asst Repair: <b>PROBL related to repair</b> # 1 * <b>electrical repair</b> *
8-8-08	48997	1	6956	C/S Power Steering has no ASST INTERM Cause: Scan test fault code U2107 & U2100 Repair: Called TAC, told to replace terminals 4 & 5 at power steering control module and C2 terminals 1 & 19 at BCM. Clear codes and road test. TAC Case # 10431008

### ☐ <u>Transmission</u>

Date:	<u>RO # :</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
1-15-07	50601	1	3158	* <b>PC RO dlr Closed</b> *  C/S Ck for cant get key out of ignition when shut off  Cause: Micro switch may have moved out of position  Repair: Replaced Shifter assembly.

### ☐ Body/Trim

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:		
3-14-06	847870	1	797	* <b>PC RO Dir Closed</b> *  C/S CK for wind noise at R/Rear door  Cause: R/Rear door stationary glass not sealed  Repair: Remove stationary glass and add caulk as per bulletin.		
1-8-08	53197	1	5511	* PC RO Dir Closed*  C/S Rattle in door & lock INOP  Cause: Lock rod came off  Repair: Reinstall lock rod.		
4-28-08	47172	1	6316	C/S Retainers missing from front splash guard		

Repair: Order Parts.

5-5-08	47290	*	6355	C/S Check Splash guards Repair: Install missing retainers.		
□ <u>Electrical</u>						
Date:	<u>RO#:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:		
7-30-08	48817	1	6877	C/S SERV. Engine soon light is on – Engine lacks power on ACCL. and wants to stall at stops Cause: Scan test multi fault codes stored in history perform diagnostics as per S/I Document #2004240 & #1863814. Check power and ground circuit under hood. Repair: Relearn onboard theft SYST and clear all codes. Road test approx 12 miles no codes reset. No service engine light. Return VEH to owner per bulletin (43-8537 Denny)		
☐ <u>Suspe</u>	<u>nsion</u>					
Date:	<u>RO#:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:		
5-5-08	47290	*	6355	C/S Noise in Front SUSP. Over bumps Cause: Movement in right front lower control arm Repair: Replace front lower control arm bushing.  C/S Noise in front SUSP. Over bumps Cause: Movement in left front lower control arm Repair: Replace front lower control arm bushing.		
☐ Whee	<u>/Tires</u>					
Date:	RO #:	D 0t-				
	<u>KO # .</u>	<u>Days Out</u> :	<u>Mileage:</u>	Description of Complaint and Repair Performed:		
5-5-08	47290	<u>Days Out</u> : *	<u>Mileage:</u> 6355	C/S Check tires excess wear Cause: Excess tire wear for miles Repair: Replace 2 tires for cust. Satisfaction.		
		<u>Days Out</u> : *		C/S Check tires excess wear Cause: Excess tire wear for miles		
	47290	bays Out: * Days Out:		C/S Check tires excess wear Cause: Excess tire wear for miles		
☐ <u>Mainte</u>	47290 enance	*	6355	C/S Check tires excess wear Cause: Excess tire wear for miles Repair: Replace 2 tires for cust. Satisfaction.		
☐ <u>Mainte</u> Date:  1-15-07  8-5-08	47290  enance  RO #:  50601  48913	*	6355 Mileage:	C/S Check tires excess wear Cause: Excess tire wear for miles Repair: Replace 2 tires for cust. Satisfaction.  Description of Complaint and Repair Performed: * PC RO DIr Closed*		
☐ <u>Mainte</u> Date: 1-15-07  8-5-08  ☐ <u>Other</u>	47290 enance RO #: 50601 48913	Days Out:  *	6355  Mileage: 3158  6934	C/S Check tires excess wear Cause: Excess tire wear for miles Repair: Replace 2 tires for cust. Satisfaction.  Description of Complaint and Repair Performed:  * PC RO Dir Closed* LOF		
☐ Mainte  Date: 1-15-07  8-5-08 ☐ Other  Date:	47290  enance  RO #:  50601  48913	Days Out:	6355  Mileage: 3158  6934  Mileage:	C/S Check tires excess wear Cause: Excess tire wear for miles Repair: Replace 2 tires for cust. Satisfaction.  Description of Complaint and Repair Performed:  * PC RO Dir Closed* LOF  LOF  Description of Complaint and Repair Performed:		
☐ <u>Mainte</u> Date: 1-15-07  8-5-08  ☐ <u>Other</u>	47290 enance RO #: 50601 48913	Days Out:  *	6355  Mileage: 3158  6934	C/S Check tires excess wear Cause: Excess tire wear for miles Repair: Replace 2 tires for cust. Satisfaction.  Description of Complaint and Repair Performed:  * PC RO Dir Closed* LOF		
☐ Mainte  Date: 1-15-07  8-5-08 ☐ Other  Date:	47290  enance  RO #:  50601  48913	Days Out:	6355  Mileage: 3158  6934  Mileage:	C/S Check tires excess wear Cause: Excess tire wear for miles Repair: Replace 2 tires for cust. Satisfaction.  Description of Complaint and Repair Performed:  * PC RO Dir Closed* LOF  LOF  Description of Complaint and Repair Performed:  * PC Doc RO too old for Dir to pull because Dir changed over owners* Recall # 05034 AC wiring or SIR module		

THE STATE LEMON LAW READS:

Days out of service: 30 Repairs: 3 Time period: Months 12/12,000 Miles
If applicable, safety-related repairs: Safety-related time period: Months / Miles.
Does Lemon Law state nonconformity must continue to exist? Yes
Usage: Lesser of 10% of purchase price or .10 per mile for miles prior to 1 <sup>st</sup> report.
Number of repair attempts in the presumption period: Total days out of service during the presumption period: Total days out of service during customer's ownership:
PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager
PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)
PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION
Concern: Date & Offer/Result:
Concern: Date & Offer/Result:
Concern: Date & Offer/Result:
RECOMMENDATION AND RATIONALE

REASON FOR REMOVAL

CRS FINAL OFFER:	DATE:	OFFER TO CUST: \$
		<b>ATTORNEY FEES:</b> \$

**OR INCLUSIVE OFFER:** \$

PLAINTIFF'S FINAL DATE: AMOUNT TO CUST: \$

DEMAND:

ATTORNEY FEES: \$
OR INCLUSIVE OFFER: \$

TEAM MANAGER APPROVING: Date:

### VIA FAX ONLY

October 17, 2008

Tammy Schmitt, Esq.
David J Gorberg & Associates
1234 Market St Ste 2040
Philadelphia, PA 19107-3720

RE:

Service Request: 71-658906054

2005 Chevrolet Cobalt

Vehicle Identification Number: 1G1AK52F857

Customer Relationship Specialist: Mary Williamson

### Dear Ms. Schmitt:

We regret that your client(s) is dissatisfied with her 2005 Chevrolet Cobalt and that several attempts by the dealer to resolve the concerns have not met your client(s) expectations. General Motors takes great pride in the service we provide to our customers, and we apologize for any inconvenience and frustration experienced by your client(s).

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

A cash settlement of \$ 3,900.00.

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

Your client(s) would retain the vehicle.

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















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

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

Sincerely,	
General Motors Corporation	
cc: FILE	
LG0044 V01032008	
Attach.	
01	
Odometer	
Client's Signature	Client's Signature
Date	Date









GMC





# M

### Mary Williamson/Austin/GM1

09/15/2008 12:59 PM

To	tschmitt@mylemon.com
cc	
bec	
Subject	

### Tammy,

I am handling the file for the three three

Mary Williamson General Motors Business Resource Center Legal Department

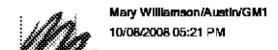
7401 E. Ben White Blvd, Bldg 3

Austin, TX 78741

Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary\_williamson@gmexpert.com



To paul.racioppo@gm.com
cc
bcc
Subject 71-658906054

#### Mr. Racioppo:

This email is to follow up on Service Request 71-658906054 for customer

The customer's vehicle is a 2005 Chevrolet Cobalt with 6,956 miles. The customer has been working with Farabaugh Chevrolet in Ligonier, Pa and Latrobe Chevrolet in Latrobe, Pa...

In prior communications you requested to be informed of our settlement offer before contacting the plaintiff's counsel. After reviewing the merits of the case, the GM Legal Staff believes the offer of \$3,900 to \$5,900 would be appropriate to settle this case in the Early Resolution program.

CRS recommends cash settlement for 3 repairs to steering. Last repair was dated 8/8/08 and service manager sts vehicle is not dangerous and is now fixed. Customer was offered at Steering component letter on 8/12/08 but declined. Total days out of service = 8.

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

Thank you,

Mary Williamson General Motors Business Resource Center Legal Department

7401 E. Ben White Blvd, Bldg 3 Austin, TX 78741

Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary\_williamson@gmexpert.com

#### paul.racioppo@gm.com

09/03/2008 10:25 AM

To desire\_gallagher@gmexpert.com cc

Subject

Re: 71-658906054

#### Desire Gallagher,

The dealership, Farabaugh, thatm you are referencing to is currently closed and has not seen the vehicle since January 2008. This dealership cannot possibly be involved with any current issue regarding this vehicle. Please let me know if I can be of any further assistance. Thank you.

Paul Racioppo District Service Manager Aerotek Inc. Supporting the General Motors Regional Consulting Center Northeast Region Phone: (914) 244-6162

Phone: (914) 244-6162 Fax: (914) 244-4645 RCMPR028

VEHICLE EVENT SELECTION

03/10/07 PROCESSING SOURCE: CHEVROLET 13:21:54 PAGE: 1

VIN: 1G1AK52F8 57 SELLG SCE: 13 MDL YR: 05 ORD NO: HXKJN4

VIN. IGIAKSZFO 57 VIN TYPE: N		SELLIG	SCE. IS MDD	IK. 05 ORD NO.	IIXKUNT
VIII IIIII II	SS/	DOCUMENT	I INC	!	
EVENT DESC	SITE CD	NUMBER	S EVENT DT CD	AMOUNT	
INCENTIVE MEMO	13 13285	00029707223	02/14/06 DAF		
INCTV PAYMENT	13 13285	00029707223	02/14/06 DAF		
INCTV APPLICATN	13 13285	00029707223	02/11/06 DAF	500.00	
INCENTIVE MEMO	13 13285	00029698016	02/11/06 FFC	22.99	
INCTV PAYMENT	13 13285	00029698016	02/11/06 FFC	22.99	
INCTV APPLICATN	13 13285	00029698016	02/11/06 FFC	22.99	
DELIVERY D.O.E.	13 13285		02/10/06	0.00	
DELIVERY TO CUS	13 13285		02/09/06	0.00	
INCENTIVE MEMO	13 13285	00029596687	01/26/06 XPQ		
INCTV PAYMENT	13 13285	00029596687	01/26/06 XPQ		
INCTV APPLICATN		00029596687	01/26/06 XPQ		
	13 13285		10/13/05	0.00	
`	13 13285		08/09/05	0.00	
	13 13126		07/14/05	0.00	
DEALER TRADE (P	13 13126		07/12/05	0.00	
SETTLEMENT DATE	13 13816	1AD60266086	02/26/05	14,359.71	CR
EXPIRATION TRAN		1AD60266086	02/25/05	0.00	
ORIGINAL INVOIC	13 13816	1AD60266086	02/22/05	14,359.71	
COV/NVIS DATE	13 13816	1AD60266086	02/22/05	0.00	
SHIPMENT DATE	13 13816		02/22/05	0.00	
PRODUCTION (BUI	13 13816		02/22/05	0.00	
	13 13816		02/01/05	0.00	
GM ORDER ACCEPT	13 13816		01/31/05	0.00	
GM ORDER ACCEPT			01/31/05	0.00	

# 1/1/2

#### Mary Williamson/Austin/GM1 10/17/2008 10:10 AM

To tschmitt@mylemon.com

CC

bec

Subject

Tammy,

I have attached our offer and release for the second Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.





Offer.doc Release.doc

Thank you,

Mary Williamson General Motors Business Resource Center Legal Department

7401 E. Ben White Blvd, Bldg 3

Austin, TX 78741

Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary\_williamson@gmexpert.com

### Chevrolet & Ford

PHONE: (724) 537-7723

### LATROBE CHEVROLET

1595 Mission Road Latrobe, PA 15650 FAX: (724) 537-8058

#### LATROBE FORD

1585 Mission Road Latrobe, PA 15650 FAX: (724) 537-9410

PLEASE REPLY

Date: 9.2-08	To:
From: Dave Deid	Fax #: 866 H3 9975
Pages:(incl. cover)	Attn:

FOR REVIEW

COMMENTS:

URGENT



Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

	L G L A I HEVROLET MLES OUT 6957	MOOFL COBALT FIRST USE 02/09/06	CGLOR RED	LATROBE PA			08/08/08 09:15 08/14/08
NCE CONTRACT			,	H RES	w:		WRITES 4020- CHUCK
CHECK SCAN T CALLED AT POW TERMIN	AND ADVIS EST FAULT TAC, TOLD ER STEERI	CODE U2107 & TO REPLACE ON NG CONTROL MO	: U2100 TERMINALS 4 & 5	N6628 Total Labo	en oj	T43 25 RDI	MO 166.38 166.38
AUTH.C	LSE #10431 CODE "E" 337 DENNY-		A				166.38

		w/c	INT. A CONTRACT OF A CONTRACT OF A	- CUSTOMER :
DISCLAIMER OF WARRANTIES  Any warranties on the product cold lieraby are those made by the manufacturer. The solid bereby in process of implied, including any implied warranty of merchantability of titness for a particular purpose, and refuler assumes nor authorizes any person is assume for it any liability in connection with the solid of said produce any person is assume for it any liability in connection with the solid of said produce any person is assume for it any liability in connection with the solid of said produce any person is assumed for it any liability in connection with the solid of said	TERMS  No returns on electrical  This people order items. A  Institution of head of the people of the little or legislary has returned for credit or legislar.  No returns after 90 days.	166.38 .00 .00 .00 .00 .00	.00 Labor .00 Parts .00 Sublet .00 Shop Supplie .00 Oil/Grease .00 Sub Total .00 Tax	.00
48997 File Copy		166.38	.00 Total	.00

P. 003/016

# **LATROBE**



Denny Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

	·		
48997 IGIAK52F857			80\80\8
2005 MAKCHEVROLET MOOCOBALT COLOR RED			™E09:15
6956 MILES CUT PROT USE 02/09/06 LISC	LATROBE PA		00:E0
RIGE CONTRACT Expires:	RES. W:		"CHUCK
	<u> </u>		Ŧ
(1) C/S POWER STEERING HAS NO ASST.INTERM. CHECK AND ADVISE	RmB (W)		7P97
			7 F
Scott Kennedy			
#10431008		4	
15T ( Cav 405 Stry Module	·•		
BCM C2 1410	•	ESTIMATE BY LAW YOU HAVE THE RIGHT TO AN ESTIMATE OF THE EXPECTED COST OF REPAIRS OR SERVICES.	Original Estimate
3nd IF It Doesn't how	ve Trans 155 ues	INITIAL YOUH CHOICE WRITTEN ESTIMATE	Authorized Additions
		OHAL ESTIMATE	\$ Date
and it it has -> TCM =	r(Peplace)	NO ESTIMATE	Time
		All parts are new or or factor unless specified otherwise. If parts will be returned unless otherwise, Parts replaced unless manufacturers warranty are rinspection by the manufacture.	Replaced DISCARD   specified DISCARD   let the   etained by the dealer for
48817B 08/01/2008 6877 43 I C/S INTERM 48817A 08/01/2008 6877 43 I C/S SERV.E 47290E 05/05/2008 6355 49 W NOISE IN E	OIL AND FILT INO POWER ST ENGINE SOON L RONT SUSP.OV TRONT SUSP.OV	DISCLAIMER OF Any warrardes on the produ- made by the manufacturer. The disclaims all warranties eith- inducing any implied warrar- fitness for a particular purpose, authorates any person to assi- connection with the sate of sai- said by the seller "As is" and it and performance of the produ- manufacturer. If the product p- purchase, the buyor and/or its shall sesume the entire cost of	ct sold fleeby are fhose as seller hereby carressly er expressed or implied, try of merchantability of and neither assumes nor time for it any Rability in il producte. The product is the entire risk as to quality of its with the buyer and/or roves to be detective after anutacturer, not the seller, anutacturer, not the seller,
	BIGO: IIII BIGO:	ANTICO	
·	DISCLAIMER OF WARR	ANTIES	to the disensembled his some wild.

Page 48997 Job 030

DISCLAIMEN OF WARHANTIES

Incruby authorize the repair work hermin sot torth to be done by you along with the noccusary parts and materials to be turnished by you and agree that you are not responsible for loss or damage to vehicle of articles left in vehicle in case of line, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or materials for any reason and that you neither assume nor authorize anyons to desire any liability in connection with such repair. I hereby grant you and/or your employees permission to operate the which herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's kinn is hereby acknowledged on the vehicle to secure the amount of repairs thereto. In the event that you, the customer, authorize competed work, Such charges. be bas

1-539-8238



Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

	GlAI	X 5 2 F 8 5	7					`	08/05/08
2005 CH	EVROLET	COBALT	COLOR RED						¹™08:03
6934 ;	6934	7RST USE 02/09/06	LISC.	LATROBE PA					08/05/08
RVICE CONTRACT			······································	HES. H I	w:				WAITER 1020 CHUCK
		ND FILTER 10	POINT CHECK	T oloop	1	TP.A⊅	3	068	12 00
RESET O	IL LIFE	MONITOR		Labor PF457G	(FILTER)	<b>T42</b>	3	ogs RTD	12.00 6.25
RESET O	IL LIFE			PF457G	(FILTER)	T42	3 1 1		
RESET O	IL LIFE	MONITOR			pplies	<b>T42</b>	3 1 1 5	RTD	6.25 1.00 11.25
RESET O	IL LIFE	MONITOR		PF457G Shop Su Motor C	pplies		3 1 1 5	RTD GSS GSPS	6.25 1.00 11.25 12.00
RESET O	IL LIFE	MONITOR		PF457G Shop Su Motor O Total Labo	pplies pil			RTD GSS GSPS	6.25 1.00 11.25 12.00 6.25
RESET O	IL LIFE	MONITOR		PF457G Shop Su Motor O Total Labo Total Part	pplies el #			RTD GSS GSPS	6.25 1.00 11.25 12.00

* TERMS No returns on electrical			1
DISCLAMER OF WARRANTIES  Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby disclaims all warranties either expressed or implied, including any implied winarranties either expressed or implied, including any implied on all merchandise ror authorizes any person to assume for it any liability in generation with the sale of said producting among the production of	.00	00 Labor 00 Parts 00 Sublet 00 Shop Supplie 00 Oil/Grease 00 Sub Total 00 Tax 00 Total (Cash)	12.00 6.25 .00 1.00 11.25 30.50 1.83 32.33



Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

<sup>voce</sup> 48913	K52F85	7			08/05/08
2005 EHEVROLET	COBALT	COLDR RED	LATROBE PA		าัพปี8:03
6934 HILESOUT	02/09/06	usc.	TATKOBE FR		<sup>FRO</sup> 10:00
RVICE CONTRACT EXPILES:			RES. W:		CHUCK
(1) C/S LUBE, OIL	AND FILTER I	10 POINT CHECK	(C)		유바
RESET OIL LIFE		·	*** *** *** *** *** *** *** *** *** *** *** ***		ETb
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		*		-14-00-0	
		• <sub>9</sub>		ESTIMATE BY LAW YOU HAVE THE RIGHT TO AN ESTIMATE OF THE EXPECTED COST OF REPARS OR SERVICES	Original Folimate  4
,		with.		INITIAL YOUR CHOICE WRITTEN ESTIMATE	Authorized Additions
		No. of		OFFAL ESTIMATE  NO ESTIMATE	Date Time By
	erlan pro 1	and the second s		All parts are new or or factory unless specified otherwise. Parts replaced unless otherwise. Parts replaced und manufacturers warranty are re inspection by the manufactures.	rebuilt eplaced specified [J DISCARD] et the stained by the dealer for
n R/O	en names en 180	H.TYPE DESCRIPTION		DISCLAIMER OF	t sold hereby are those
48817B 08/01/200 48817A 08/01/200 47290E 05/05/200 47290D 05/05/200 47290C 05/05/200	08 6877 4 08 6355 4 08 6355 4	3 I C/S SERV.E 9 W NOISE IN E 9 W NOISE IN E	I.NO POWER ST ENGINE SOON L FRONT SUSP.OV FRONT SUSP.OV SPLASH GUARD	made by the manufacturer. The disclaims all warranties citible including any implied warrantifeness for a particular purpose, authorizes any person to assist occurrection with the sale of said sold by the solder "As Is" and if and performance of the product manufacturer. If the product princhese, the buyer and/or his shall assume the entire cost of the disclaims.	a sellor haroby expression of metabolic persons and neither assumes nor metabolic persons. The product is the entire risk as to quality it is with the buyer andion over to be defective effer introductive and or the productive and or the persons of the seller, not the seller, and the seller, not the seller.
			DISCLAIMER OF WARRA	AITIEO	

Increby authorize the repair work herein set forth to be done by you along with the negosaary parts and materials to be turnished by you and agree that you are not responsible to lose or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by inaveliability of parts or materials for any reason and that you neither assume nor authorize anyone to assume any liability in connection with such repair. I hereby grant you and/or your employees permission to operate the vehicle shrone described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanics lion is hereby acknowledged on the vehicle to secure the amount of repairs thereto. In the event that you, the customer, authorize commendement but do not authorize completion of a repair or service, a charge will be imposed for despasambly, reasonably or partially completed works. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair or service. Customer labor charges may be base.

Page 48913 Јор 868





Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

48817 : 2005 CH	L G 1 A K	5 2 F 8 5 7 COBALT PRETUSE 02/09/06	COLCA RED	LATROBE	PA				ზ5/30/08 ™67:22 08/01/08
RVICE CONTRACT	0891	02/03/06		RES. H:		w:			CHUCK
LACKS I STOPS SCAN TE PERFORM #200424 CIRCITS AND CLE NO CODE RETURN	POWER ON A EST MULI.E 4 DIAGNOST 10 & #1863 3 UNDER HO LAR ALL CO ES RESET.N	FAULT CODES STICS AS PER SUL	WER AND GROUND NBOARD THEFT SYS T APROX.12 MILES GINE LIGHT.	T	Labor .	(Internal	T43 10	ĢCOS	18.50
PROBL.		OWER STEERING O REPAIR #1	ASST.	Labor Total	Repair	(Internal	T43		.00

	,	W/C	INT.	and the state of the state of the state of	··· CUSTOMER ::
DISCLAIMER OF WARRANTIES  Any warranties on the product sold hereby are those made by the manufacturer. The seller honds expressly disclaims all warranties either expressod or implied, including any implied warranty of merchantability of those for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said product particular purpose.  48817 File Copy	No returns on electrical or special order kems. A restocking charge will be applied on all merchandise returned for credit or return. No returns after 30 days.	.00	.00 .00 .00	Parts Sublet Shop Supplie Oil/Grease Sub Total Tax	.00



Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

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48817 IG1AK52F857			87/30/08
EAS 2005 MAKECHEVROLET MODECOBALT COLOR RED			TIME07:22
11LES IN 6877 1649 91 FIRST 02/09/06	LATROBE PA		PRO103:00
ERVICE CONTRACT EXPLIES.	HES. W:		"CHUCK
			F
(1) C/S SERV.ENGINE SOON LIGHT IS ON - ENGIN LACKS POWER ON ACCL.AND WANTS TO STALL A STOPS	E (W)		199
		1 6/1	7
(2) C/S INTERM.NO POWER STEERING ASST.	(W)	<b>-</b>	
	166   1919   1016   1680   1680   1680   1680   1680   1680   1680   1680   1680   1680   1680   1680   1680		
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R/O DATE MILES TECHTYPE DESCRIPTION	er and the second of the second of	DISCLAIMER OF  Any warmning on the produce	at sold hereby are those
47290D 05/05/2008 6355 49 W NOISE IN 1 47290C 05/05/2008 6355 49 I C/S CHECK 47290B 05/05/2008 6355 49 W C/S CHECK	FRONT SUSP.OV FRONT SUSP.OV SPLASH GUARD TIRES EXCESS ING TYPE NOIS	made by live maintlacturer. The disolatins all warranties, eithin including any implied warrar fitness for a particular purpose, authorizes any person to assist connection with the sale of sale and by the seller "As is" and fraid performance of the product manufacturer. If the product purchase, the buyer and/or mushall assume the antire cost of	ar expressed or implied, and oneither assumes nor une for it any liability of a products. The product is the entire risk as to quality at its with the buyer endfar roves to be deficitly after anulacturer, not the select.
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Page 1 of 1 48817 Job 766

I hereby authorize the repair work herein set forth to be done by you along with the necessary parts and materials to be furnished by you and agree that you are not responsible for loss or damage to vehicle or articles lett in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or materials for any reason and that you neither assume nor authorize anyone to assume any liability in connection with such repair. If hereby grant you and/or your employees permission to operate the vehicle herein described on attests, highways or elsewhere for the purpose of teating and/or inspection. An express mechanics tien is hareby acknowledged on the vehicle to secure the amount of repairs thereby. In the event that you, the oustomer, authorize commencement but do not authorize commencement but do not authorize commencement but do not authorize commencement but do

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Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

	1 ax (/24	9 331-0036
47290 1G1AK52F857		05/05/08
CHEVROLET COBALT COLOR RED		™08:10
MILES IN MILES OUT 6357 FIRST USE 02/09/06	LATROBE PA	05/05/08
SERVICE CONTRACT	RES. H: W:	DAVE
(1) C/S KNOCKING TYPE NOISE IN STEERING NOISE COMMING FROM INSIDE STEERING COLUMN REPLACE STEERING COLUMN  (49-6539 TIM-18112547) A	E7680 2E NL T49 11 MSPC (F) 19200751 (COL KIT) 1 PGMTE Total Labor	73.21 . 438.10
(2) C/S CHECK TIRES EXCESS WEAR  **VEXCESS TIRE WEAR FOR MILES  REPLACE 2 TIRES FOR CUST.SATISFACTION  **(49-6539 TIM-18112547) A	E0432 98 NT T49 6 GGG (F) 19107878 (C1956015) 2 GPCS Total Labor Total Parts Total Repair (Warranty)	9 193.20 . 39.93 . 193.20
(3) C/S CHECK SPLASH GUARDS INSTALL MISSING RETAINERS (49-6539 TIM-18112547) A	Labor T49 5 TM Total Labor	9.25
(4) NOISE IN FRONT SUSP.OVER BUMPS MOVEMENT IN RIGHT FRONT LOWER CONTROL ARM REPLACE FRONT LOWER CONTROL ARM BUSHING  (49-6539 TIM-18112547)  A	E3550 2E NE T49 11 MSP (F)15240087 (BUSHING) 1 GSR Total Labor Total Parts Total Repair (Warranty)	C 14.67 . 73.21 . 14.67
(5) NOISE IN FRONT SUSP.OVER BUMPS MOVEMENT IN LEFT FRONT LOWER CONTROL ARM REPLACE FRONT LOWER CONTROL ARM BUSHING  (49-6539 TIM-18112547)  A	E3551 2E NE T49 11 MSP (F)15240087 (BUSHING) 1 GSR Total Labor Total Parts Total Repair (Warranty)	C 14.67 . 73.21 . 14.67

elleration of the first term of the second o		. W/C	THE INTERIOR OF THE PROPERTY O	CUSTOMEN.
DISCLAIMER OF WARRANTIES  Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of times after a particular purposes, and neither assumes not authorizes any person to assume for it any liability in connection with the sale of said products any implication for tale products any implication for tale products any implication for tale products.	TERMS  No ratures on ulcetrical or special order items, A restocking charge will be applied on all merchandiso returned for cell or return. No returns after 30 days.	259.56 660.64 .00 .00 .00 920.20	9.25 Labor .00 Parts .00 Sublet .00 Shop Supplie .00 Oil/Grease 9.25 Sub Total .00 Tax	.00
47290 File Copy	WAYOR	920.20	9.25 Total	.00

# LATROBE CHEVROLET

Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 For (724) 537-8058

							144 (12	1) 201-0020
47290	I G 1 A	K52F8.	57					0°5705/08
<sup>2</sup> 2005 W	HEVROLET	COBALT	coron	RED	TAMBORE DI			™58:10
6355	MILES OUT	02/09/06	LESG.		LATROBE PA			″°01:00
	ckpires:	J			H H	w:		WATER DAVE
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(1) C/S	SOP PART S	TEERING GE	AR		5	(W)		7.
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(2) C/S	CHECK TIRE	S WORN OUT	:.	Λ		(W)		
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(3) C/S	CHECK SPLA	SH GUARDS				(C)		
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B/D :	. DATH	MILLES	TECH TYPE	DESCRIPTION		t by making the	DISCLAIMER OF	WARRANTIES
							made by the manufacturer, The disclaims all warranties either including any implied warranties.	e seller hereby expressly expressed or implied,
47172B 47172A	04/28/200	08 6316	42 I 42 I	C/S RATTLE	ERS MISSING TYPE NOISE		litheas for a particular purpose, authorizes any person to assist connection with the sale of sale	and neither assumes nor unit for it any liability in
35020A	05/02/200	06 1212	41 W	RECALL #05	034 A/C WIRI		sold by the seller "As is" and to and performance of the product	he entire risk as to quality as is with the buyer and/or
•				•			manufacturer, if the product pr purchase, the buyer and/or my shall assume the entire cost of	anufacturar, not the 890er.
				1	DISCL	AIMER OF WARRANT	TES	

I hereby authorize the repair work horein set forth to be done by you along with the necessary parts and materials to be furnished by you and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of tire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or materials for any reason and that you refither assume nor authorize anyone to assume any liability in connection with such repair. I hereby grant you and/or vemployees permission to operate the vehicle herein desorfbed on strocts, highways or elsewhere for the purpose of testing and/or inspection. An express mechanics ten is hereby acknowledged on the vehicle to secure the amount of repairs thereto, in the event that you, the customer, authorize completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair or service. Customer labor charges may be

Page 1 47290 Job 738



Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

9WOICE N	172 IG1A		7:			04/28/08
YEAR 2005 CHEVROLET COBALT COLOR RED  WILES IN 6316 6319 FIRST USE 02/09/06 USC.		RED	LATROBE PA	i.	TM 08:48	
SLAMCE C	тонгнаст		113.	H:	W:	WRITER 4020 CHUCK
(1)	C/S RATTLE TYPE SUSP. NOISE COMMING F	,		Labor	. T42	.00
	ORDER PART (42-8869 NATHAN	-)	A	Total Repair	(Internal )	00
(2)	C/S RETAINERS M ORDER PARTS (42-8869 NATHAN		ront splash gu A	Labor	T42	.00

.00 Labor .00 TERMS .00 .00 .00 Parts No returns on electrical or special order items. A restocking charge will be , óó .00 Sublet .,00 DISCLAIMER OF WARRANTIES Any warranties on the product sold horoby are those made by the manufacturer. The solice hereby expressly disclaims all warranties either expressed or implied, holuding any implied warranty of merchaniability of timess for a particular purpose, and neither assumes run authorizes any person to assume for it any sublity in connection with the sale of said product a subject of the product of the .00 .00 Shop Supplie .00 Oil/Grease .00 applied on all merchandise .00 .00 returned for credit or refund. No returns etter 80 days. .00 .00 Sub Total .00 .00 Tax .00 .00 .00 Total File Copy



Latrobe Chevrolet 1595 Mission Road Latrobe, PA 15650 (724) 537-7723 Fax (724) 537-8058

47172 TG1AF	52F85	7				δ¥/28/08
2005 MECHEVROLET	COBALT	COLOR RED	LATROBE PA			™68:48
6316	PIHST USE /09/06	<b>ЦЗС.</b>	IMIROBE PA			12:00
AVICE CONTRACT EXPITOS:			nes. H: (724) -	W: (724)	<b>-</b> .	CHUCK
·					·	<u> </u>
(1) C/S RATTLE TYPE SUSP.	NOISE IN	STEERING OR E	RONT 42	(W)		. 7.2
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35020A 05/02/200		DESCRIPTION  RECALL	#05034 A/C WIRI		DISCLAIMER OF  Any warranties on the product made by the manufacturer. The disclaims all warranties either introducing any implied warranties to a particular pulpose, authorizes any person to assist connection with the sale of said and performance of the product procedurer. If the product procedurer, the the product procedurer, the buyer and/or mishall assume the online cost of	WARRANTIES at sold hereby are thoso is sellar hereby are thoso is sellar hereby increasely for expressed or implied, hit of merchantability of and neither oscures nor ums for it may liability in a products. The product is with the buyer and/or ones to be defective after crustacturer, not the sellor, not be sellor.

Page 1 of 1 47172 Job 648

I hereby authorize the repair work herein set forth to be done by you along with the necessary parts and materials to be turnished by you and agree that you are not responsible for loss or damage to vehicle or articles tet in vehicle in case of lite, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or materials for any reason and that you neither assume nor authorize anyone to assume any liability in connection with such repair. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the pulpose of testing and/or inspection. An express mechanics (ion is hereby acknowledged on the vehicle to secure the amount of repairs thereto. In the event that you, the customer, authorize commencement but do not suthorize completion of a repair or service, a charge will be imposed for disassembly, reassambly or partially completed work. Such charge will be directly releted to the actual amount of labor or parts involved in the inspection, repair or service, Customer labor charges may be

	STATE INSPECTIO	)N INF(	RMATION	STATE INSPECTION RECOMMENDED REPAIRS & REMARKS				
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#### paul.racioppo@gm.com

09/03/2008 10:35 AM

To desire\_gallagher@gmexpert.com cc

Subject

Re: 71-658906054

#### Desire,

The Dealership was closed several months ago and the DSM attempted to make contact but to no avail. Please let me know if I could be of further assistance. Thank you.

Paul Racioppo
District Service Manager
Aerotek Inc.
Supporting the General Motors Regional Consulting Center
Northeast Region
Phone: (914) 244-6162

Fax: (914) 244-4645

RCMPR010 VEHICLE DELIVERY/INCENTIVE HISTORY 03/10/07
PROCESSING SOURCE: CHEVROLET 13:22:28

PROCESSING SOURCE: CHEVROLET 13:22:28 PAGE:

VIN: 1G1AK52F8 57 SELLG SCE: 13 MDL YR: 05 ORD NO: HXKJN4

ODATE: 01/31/05 ORDER FAN: OTYPE: 070 DLVY SS/SITE CD: 13 13285 DDATE: 02/09/06 DLVY FAN: DTYPE: 010 SRVC TYPE: MILEAGE:

DLVY DOE: 02/10/06 ORDER BY:

CANC:

CANC DOE:
TRADE: 08/09/05 DLVY TO:
TRD DOE: 10/13/05
LATROBE

SRVC IN:

SRVC OUT:

SRVC OUT:

BFSO ORD DT:

PRICE ASSUR DT:

CANC SRVC IN:

BFSO CUST:

PRICE ASSUR RT:

--INCENTIVES--

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT DAF 01 13 13285 00029707223 02/14/06 500.00 OA 0.00 9

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: DLR INC MEMO NO: 00029707223 AUTH PUR CD: MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR STAT FFC 01 13 13285 00029698016 02/11/06 22.99 OA 0.00 9

PROCESS TYPE: 001 CHECK NO: SSN:
DATA SCE: DLVY INC MEMO NO: 00029698016 AUTH PUR CD:

MISC:

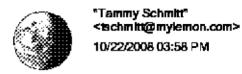
MISC DATE: POLICY PYMT CMNT: ACTV TYPE: 6

CODE PAY SS/SITE INV/INC NO DATE AMOUNT MTHD DLR SHR XPQ 01 13 13285 00029596687 01/26/06 1,500.00 OA 0.00

PROCESS TYPE: 001 CHECK NO: SSN:

DATA SCE: HOU INC MEMO NO: 00029596687 AUTH PUR CD: MISC DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6



To	<mary_williamson@gmexpert.com< th=""></mary_williamson@gmexpert.com<>
oc	
boc	
Subject	SR 71-658906054

Hi Mary - I conveyed the \$3900 inclusive offer to the above client. Demand is \$5,900 inclusive with a 60/60 Steering and Suspension component letter. This vehicle has VERY low mileage and is well taken care of, but has had several concerns - the most prevalent being the steering and suspension. This is especially important to my client in that she often has kids in the car with her, and there have been times when the steering has impacted her ability to safely operate the vehicle. Please let me know what you can do with this once you have reviewed. Thanks!

Tammy J. Schmitt, Esquire
DAVID J. GORBERG & ASSOCIATES, P.C.
1234 Market Street, Suite 2040
Philadelphia, PA 19107
1-215-563-7210
1-800-MYLEMON
1-215-563-4020 (Fax)



#### Mary Williamson/Austin/GM1 10/27/2008 11:08 AM

To "Tammy Schmitt" <tschmitt@mylemon.com>@SITELCWEB

bcc

Subject Re: /SR 71-658906054

#### Tammy,

The best I can offer on this is \$5,140 and a 36/60,000 Value Guard GMPP. I cannot go over the 36 months due to the fact that the vehicle is already 2 years old and I cannot do a component letter as GM is no longer offering 2 components on one letter. However, this will cover both the steering and suspension. Please respond back to confirm receipt of this offer and let me know if your client accepts the offer as soon as possible.





2nd Offer.doc 356 Reteach.doc

#### Thank you,

Mary Williamson General Motors Business Resource Center Legal Department

7401 E. Ben White Blvd, Bldg 3 Austin, TX 78741 Phone: 866-790-5600 x 31062

Fax: 866-485-8229

Email: mary\_williamson@gmexpert.com "Tammy Schmitt" <tschmitt@mylemon.com>



"Tammy Schmitt" <tschmitt@mylemon.com> 10/22/2008 03:58 PM

To <mary\_williamson@gmexpert.com>.

CC

Subject SR 71-658906054

Hi Mary - I conveyed the \$3900 inclusive offer to the above client. Demand is \$5,900 inclusive with a 60/60 Steering and Suspension component letter. This vehicle has VERY low mileage and is well taken care of, but has had several concerns - the most prevalent being the steering and suspension. This is especially important to my client in that she often has kids in the car with her, and there have been times when the steering has impacted her ability to safely operate the vehicle. Please let me know what you can do with this once you have reviewed. Thanks!

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1234 Market Street, Suite 2040
Philadelphia, PA 19107
1-215-563-7210
1-800-MYLEMON
1-215-563-4020 (Fax)

#### Desire Gallagher/Austin/GM1

09/03/2008 10:31 AM

То		
	paul.racioppo@gm	n.com@SITELCWEB
CC		
Cubicat		
Subject	Des	74 05000054
	Re:	71-658906054

Actually, I need to verify if there is a contact person I can gather Sales and Service Documents from for the customers file. Since the dealership is presently closed. If no one able to do so/ the documents are no where to be located please let me know and I'll notate in the file.

Thank you so much

Desire' Gallagher Legal Research Specialist General Motors Austin, TX

Tel: # (866) 790-5600 x 11139

Fax: # (866) 213-9925

desire\_gallagher@gmexpert.com

2005 COBALT 4-DOOR SEDAN 74U VICTORY RED /L4G 14B GRAY ORDER NO. HXKJN4/TRE STOCK NO. VIN 1G1 AK52 F8 57

MODEL & FACTORY OPTIONS

MODEL & FACTORY OPTIONS

1AK69 COBALT 4-DOOR SEDAN

B34 FLOOR MATS

CHEVROLET MOTOR DIVISION GENERAL MOTORS CORPORATION 100 RENAISSANCE CENTER DETROIT MI 48243-1114 VEHICLE INVOICE 1AD60266086 

MSRP INV AMT RETAIL - STOCK 13625.00 12739.38 INVOICE 02/22/05 72.00 SHIPPED 02/22/05 N/C EXP I/T 02/25/05 80.00 FE9 50-STATE EMISSIONS N/C N/C EXP I/T 02/25/05 L61 2.2L DOHC 4 CYL ENGINE 0.00 0.00 INT COM 02/25/05 MX0 4-SPD. AUTO. TRANS. W/OVERDRIVE 850.00 765.00 PRC EFF 02/22/05

KEYS G2170 G2170 WFP-S QTR OPT-1 BANK: GMAC - 004 CHG-TO 13-816

SHIP WT: 2784 HP: 18.4 GMS: 13779.73 SUPPLR: 14396.44 MRM: 15120.00 DAN: A4H60 MEMO 652.75

TOTAL MODEL & OPTIONS 14555.00 13576.38 ACT 231 13704.73 565.00 565.00 H/B 261 436.65 DESTINATION CHARGE LAM DEALER CONTRIBUTION 145.55 ADV 261 145.55 72.78 EXP 65A LAM GROUP CONTRIBUTION 72.78

TOTAL 15120.00 14359.71 PAY 310 14359.71

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 13718.68

\*

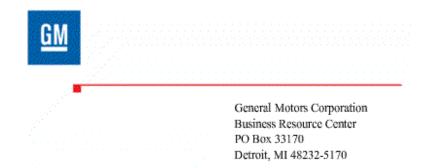
INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

\*

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

REMIT TO GMAC NO. 004 VIN 1G1AK52F857 \$ 14359.71 INV 1AD60266086 DUE 02/25/05 DEALER 13-816

SUN CHEVROLET



#### VIA FAX ONLY

September 2, 2008

David Gorberg, Esq. David J Gorberg & Associates 1234 Market St Ste 2040 Philadelphia, PA 19107-3720

RE:

Service Request: 71-658906054

2005 Chevrolet Cobalt

Vehicle Identification Number: 1G1AK52F857 Customer Relationship Specialist: Desire Gallagher

Dear Mr. Gorberg:

This is to advise that General Motors is in receipt of the above referenced case dated August 27, 2008. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

In addition, if any of the items below are marked, please send the requested information either to the fax number on the fax cover sheet, or to the address below as soon as possible. If not already sent in

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

Finance agreement
Buyer's agreement

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

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

Sincerely,

















### RELEASE OF LIEN INFORMATION

I	,
(Client's Name)	,
hereby authorize	ne)
(Lien holder Nar	ne)
(Lien holder Address)	(Lien holder Phone Number)
to release any and all information regardi	ng my loan account #(Account Number)
	(Account Number)
with	
(Lien holder Name)	
to General Motors Corporation, including loan payoff amount, and per diem inform	g but not limited to a complete payment history of my account, a ation.
Date	
VE	HICLE INFORMATION
The current vehicle mileage is	Date mileage read:
Signature	Signature
LG0006 V08012008	

















#### "Tammy Schmitt" <tschmitt@mylemon.com> 10/27/2008 05:46 PM

To	<mary_williamson@gmexpert.com></mary_williamson@gmexpert.com>
cc	
bec	
Subject	

Hi Mary - We are settled in this case. Thanks! Tammy J. Schmitt, Esquire DAVID J. GORBERG & ASSOCIATES, P.C. 1234 Market Street, Suite 2040 Philadelphia, PA 19107 1-215-563-7210 1-800-MYLEMON 1-215-563-4020 (Fax)

Fax Server

1/15/2008 4:48:43 PM PAGE 1/001

Fax Server

01/08/2008 11:12

2156657656

DOMINIQUE GRENIER

PAGE 01/01

enir Sev. Ji Spartmi	W-9 INLEATY 2003) ONE Of the Treasury Soverage Service	Request for Taxpayer Identification Number and Certification	re	ve form to the quester. Do not and to the IRS.
s on page 2	Name Double Business name, to	J. Gorhera + Associates, P.C.		Exempt from backup
題	Check appropriate	te box: Sole proprietor Corporation Partnership Cher		withholding
Specific Instructions	Address (number 1234 A Cipinstate, and 2	Aprile St. Suite 2040  Requester's no Parile 19107	erna april eddress	(optional
8	List actions num	nbet(s) hare (optional)		
S		yer Identification Number (TIN)	- = 09	7153
Hawe page see H Note:	your TIN in the source, for a reside 3. For other entitions to get a TIN : If the account is	approprieta box. For individuals, this is your social security number (SSN).  ant alien, sole proprietor, or disregarded entity, see the Part I instructions on ties, it is your employer identification number (EIN). If you do not have a number,	ocial security nu	<u>+     </u>
(D) <b>4</b> 11	ter.			<del></del>
Par				<del></del>
Unde 1. T	r penaitles of per he number show	tjury, I cartify that: m on this form is my correct texpayer identification number (or I am waiting for a number m on this form is my correct texpayer identification number (or I am waiting for a number	er to be issued	to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not bren notified by the internal Revenue Service (RS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I em a U.S. person (including á U.S. resident allen).

Cartification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply, withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply, for mortgage interest paid, acquisition or abandonment of sacured property, cancellation of debt, contributions to an individual retransaction of debt, contributions to an individual retransaction, but you must arrangement (IRA), and generally, payments other span interest and dividends, you are not required to sign the Catofication, but you must provide your correct TiN. (See the instru

Sign Here	\$ignature of U.S. person ►	·

Date >

#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident allen), to provide your correct TIN to the person requesting it (the requester) end, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding,
- Claim exemption from backup withholding if you are a ... U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Emilies).

ealdent allen who becomes a resident allen. Generally, only a nonresident aller individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income, However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident allen who is relying on an exception contained in the saving clause of a tex treaty to claim an exemption from U.S. tex on certain types of income. you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same. treaty under which you claimed exemption from tax as a nonresident alten.
  - The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.





### INFORMATION Redacted PURSUANT TO THE FREEDOM OF

### **INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**

#### **CDR File Information**

Vehicle Identification Number	1G1AK52F357
Investigator	TOM SAMUELS
Case Number	71-660884472
Investigation Date	Monday, September 22 2008
Crash Date	Thursday, August 28 2008
Filename	1G1AK52F357
Saved on	Monday, September 22 2008 at 11:30:49 AM
Collected with CDR version	Crash Data Retrieval Tool 3.09
Reported with CDR version	Crash Data Retrieval Tool 3.09
EDR Device Type	airbag control module
Event(s) recovered	None

#### **Data Limitations**

#### SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event, and then the Deployment Level Event will overwrite the Non-Deployment Event file.

#### SDM Data Limitations:

- -SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.
- -Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.
- -Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
- -SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.
- -Brake Switch Circuit Status indicates the status of the brake switch circuit.
- -Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.
- -Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".
- -The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.
- -If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.
- -The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.
- -Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

#### SDM Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's





communication network.

-The Belt Switch Circuit is wired directly to the SDM.





#### **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

\$01	00	00	00	00	58	00	00
-							
\$02	30	00	00	00	00	00	00
\$03	02	00	00	00	00	00	00
\$04	02	00	00	00	00	00	00
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	00	0.0 0.A					32
\$06			00	00	0A	94	
\$07	04	09	00	00	00	00	00
\$08	00	FF	00	00	00	00	00
\$09	00	7E	7E	00	00	00	00
\$0A	00	00	00	00	00	00	00
\$0B	00	00	01	0F	00	00	00
			00	00	00		00
\$0C	00	00				00	
\$0D	00	00	40	00	00	00	00
\$0E	00	00	00	00	00	00	00
\$0F	Α2	00	00	00	00	00	00
\$10	47	31	41	4B	35	32	46
\$11	33	35	37	35	33	35	31
; \$12	34	38	00	00	00	00	00
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\$14	00		00	00	00	00	00
\$15	00	00	00	00	00	00	00
\$16	03	06	0C	16	34	00	00
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\$18	02	02	00	00	00	00	00
\$19	07	07	00	00	00	00	00
\$1B	3F	30	00	66	00	78	00
\$1C	3F	00	00	02	00	18	00
\$1D	00	00	00	00	00	00	00
\$1E	4F	00	00	00	00	00	00
\$1F	20	00	00	00	00	00	00
\$20	40	00	00	00	00	00	00
\$21	FF	01	00	00	70	00	00
\$22	00	8E	00	00	00	00	00
\$24	00	00	00	00	00	00	00
\$25	00	00	00	00	00	00	00
\$26	00	00	00	00	00	00	00
\$27	FF	00	FF	00	00	00	00
\$2A	00	00	00	00	00	00	00
\$2B	00	00	00	00	00	00	00
\$2D	00	00	00	00	00	00	00
\$2E	00	FF	F0	15	0D	00	00
\$2F	00	FE	15	0D	00	00	00
; \$30	9D	00	00	00	00	00	00
\$31	FF	FF	FF	FF	FF	80	00
\$32	F8	80	FF	80	00	00	00
							00
\$33	FF	FF	FF	FF	FF	80	
\$34	FF	FF	FF	FF	FF	80	00
\$35	FF	FF	FF	FF	FF	80	00
\$36	FF	FF	FF	FF	FF	80	00
\$37	F8	80	F8	0F	0F	CA	FE
\$38	FF	80	C0	80	FF	C0	FC
\$39	FF	FF	FF	FF	FF	80	00
\$3A	FF	FF	FF	FF	FF	80	00
\$3B	7F	OF	1F	1F	3F	00	00
\$3C	FF	FF	FF	FF	FF	FF	C0
\$3D	FF	FF	FF	FF	FF	FF	00
\$3E	FF	FF	FF	FF	00	00	00
\$3F	00	00	F0	00	00	00	00
\$40	ΕO	FF	00	00	00	00	00
\$41	F8	F8	90	00	00	00	00
\$42	80	F		FF	FF	00	00
404416		_					

1G1AK52F357





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$43 FF FF FF 00 00 00 00
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$52 81 FF FF FF 00 00 00
$53
   FF FF FF 00 00 00 00
$54
   82 FF FF 00 00 00 00
$55 FF FF FF FF FF 00
$67 A0 FF 00 00 00 00 00
$68 F8 F8 90 C0 00 00 00
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   80 FF FF FF FF 00 00
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   FF FF FF 00 00 00 00
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$6D FF FF FF FF FF 00
$6E FF FF FF FF FF 00
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$78 F0 00 00 F0 00 00 00
$79 81 FF FF FF 00 00 00
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   FF FF FF FF FF 00
   41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$01
$02 01 02 03 04
$03
   41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
   01 02 03 04
$04
$05
   $06 FF FF FF FF
   $07
$08 FF FF FF FF
$0D
   41 48 34 37 30 35 52 34 33 30 31 33 30 59 45 52
   01 5A 4B 31
$0E
$0F
   41 4A 01 02 03 04 52 45 41 32 30 32 33 30 30 30
$10
   01 02 03 04
$13
   $14
   FF FF FF FF
$17
    $18
   FF FF FF FF
   31 12 66 1A E6 87 91 9A
$21
$22 94 32
$23 31 41 FA FA FA FA 32
$24
   31 41 FA FA FA FA 32
$25
    32 41 FA FA FA FA 32
$26
    32 41 FA FA FA FA 32
$40
   00 00
$41
   3F 00 00 02 00 18
$42
   10 C4
$43 00 0
           80
1G1AK52F357
```





Attn: Grey Knight.
In Regards to 2006 Cherry Gbalt

90/I0 3549

DAM POLICE 652

96999/9408 84:/I 800Z//I/6

NOTICE TO CUSTOMER: YOU ARE REQUIRED TO OBTAIN AUTHORIZATION PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS ACREEMENT. REFER TO AGREEMENT SECTION "YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN" FOR INSTRUCTIONS.



CUSTOMER COPY

MAX-100 (01/05)

#### MECHANICAL REPAIR AGREEMENT

This form describes the protection you will have under your Mechanical Repair Agreement (hereafter referred to as "Agreement"). In return for payment by you of the Agreement Charge and subject to all the terms of this Agreement, we agree with you as follows:

KEY TERMS (When used, Key Terms will appear in dark print.)

- "Vehicle" means the covered car or truck shown in Section 1 on the Information Schedule.
- "You" and "your" mean the customer (private individual) shown in Section 2 on the Information Schedule, or a person to whom this Agreement may be and is properly transferred.
- "Provider," "we," "us" and "our" mean Continental Service Provider, Inc.
- "Breakdown" and "Mechanical Breakdown" mean the failure of any original or like replacement part covered by this Agreement to perform its intended function(s) in normal service, providing it has received customary maintenance as recommended under Maintenance Requirements as shown in this Agreement or in the Manufacturer's Maintenance Schedule for your vehicle. Breakdown and mechanical breakdown do not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred except as specifically noted on any covered part.
- "Odometer Miles" means the actual miles your vehicle has traveled as recorded on an unaltered odometer.
- "Cost" means the usual and fair charges for parts and labor necessary to repair or replace the parts covered. These charges shall not exceed manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time standards.

At our discretion, replacement parts used in covered repairs may include non-original equipment manufacturer parts, new, remanufactured, or used parts that meet the quality standards of the repairer or us.

"Warranty" means any warranty of the manufacturer, state-required dealer warranty, or a repairer's guarantee.

- "Deductible" means the amount that you must pay for covered repairs per visit. The standard deductible is \$75. However, if you return to a CarMax Auto Superstore, the deductible is \$50. If your cost is a warranty deductible charge imposed by the manufacturer, this Agreement will pay all such charges. "In-Service Dute" means the vehicle's factory warranty start date or the vehicle's first day of use, whichever occurs first, regardless of the Date Issued. "Date Issued" means the date you purchased this Agreement.
- "Repairer" means a franchised automobile dealer or repair facility that provides a written parts and labor guarantee for covered repairs of not less than 6 months and 6,000 miles. Repairs performed by any facility must receive authorization from our Administrator prior to beginning repairs.

#### WHAT THIS AGREEMENT COVERS

#### Coverage I - Mechanical Breakdown

During the Agreement Period, at our option, we will pay you or a repairer the cost to remedy any covered breakdown of your vehicle less your deductible except for items listed under the section titled WHAT THIS AGREEMENT DOES NOT COVER.

#### MAXCARE COVERAGE - The following parts are examples of parts covered. ENGINE ASSEMBLY



Gasoline Engine - Cylinder block, and all internally lubricated parts including crankshaft, rod and main bearings, cam bearings, expansion (freeze) plugs, connecting rods, wrist pins, pistons, piston rings, camshaft, cam tower, lifters, cylinder head, valves and guides, valve springs, rocker arms (cam followers), pushrods, timing chain housing (cover), timing chain and sprockets, timing belt and pulleys, timing belt tensioner, intake and exhaust manifolds, flywheel, balance shafts, harmonic balancer and retainer bolt, crankshaft pulley, valve covers, oil pan, oil pump and pressure relief valve, engine oil cooler hoses, oil filter adapter/housing, engine oil sending unit, engine mounts, water pump, temperature sending unit, thermostat and housing, fuel supply pump, vacuum pump, dipstick and tube, seals and gaskets, fasteners for the components listed above.

Turbocharged/Supercharged/Rotary/Diesel/Enhanced Engines - All of the above listed parts or equivalent, plus: turbocharger, waste gate controller, intercooler, hard lines, compressor, clutch and pulley, bypass valve, injection pump, lines and nozzles, seals and gaskets.

#### TRANSMISSION ASSEMBLY

Automatic - Case and all internally lubricated parts including oil pump, valve body, torque converter, vacuum modulator, governor, main shaft, clutches, bands, drums, gear sets, bearings, bushings, sealing rings, TV cable, solenoids, electronic shift control unit, transmission mounts, cooler, cooler hoses and hard lines, dipstick and tube, seals and gaskets, fasteners for the components listed above.

Standard - Case and all internally lubricated parts including; main shaft, gear sets, shift forks, synchronizers, bearings, bushings, seals and gaskets, fasteners for the components listed above.

Transfer Case - (4X4 vehicles) - Case and all internally lubricated parts including main shaft, gear sets, chain and sprockets, bearings, bushings, mounts, seals and gaskets, fasteners for the components listed above, electronic and vacuum engagement components. FRONT-WHEEL DRIVE ASSEMBLY

Final drive housing, and all internal parts including carrier case, gear sets, chain and sprockets, bearings, bushings, axle shafts, constant velocity joints and boots, universal joints, front hub bearings, locking hub assemblies (4X4), drive shaft support, rear axle hub bearings, seals and gaskets, fasteners for the components listed above.

#### REAR-WHEEL DRIVE ASSEMBLY

Drive axle housing, and all internally lubricated parts including carrier case, gear sets, bearings, bushings, limited slip clutch pack, axle shafts, axle hub bearings, propeller shafts, universal joints, drive shaft support, front axle hub bearings, seals and gaskets, fasteners for the components listed above. STEERING ASSEMBLY

Housing/case and all internally lubricated parts including rack and pinion equipped valve assembly, sector shaft, rack mounts and cushions, inner rod ends and bellow boots, speed sensor or steering gear equipped pitman shaft and valve assembly, sealing rings, bearings, bushings, pitman arm, center link, tie rods, idler arm, power steering pump and pulley, fluid reservoir, pressure and return hoses, cooler and hard lines, power cylinder assembly, steering main and intermediate shafts, coupling, seals and gaskets, fasteners for the components listed above. (Does not include "rear-wheel steering" components.) FRONT-SUSPENSION ASSEMBLY

MacPherson struts (includes upper mount and pivot bearing assembly), upper and lower control arms, bump stop cushions, control arm shafts, torsion bar mounts and bushings, upper and lower ball joints including; dust boots, steering knuckle (spindle), wheel bearings and seals, stabilizer shaft, stabilizer linkage including mounts and bushings, strut rods and bushings, king pins, seals and gaskets, fasteners for the components listed above.

#### BRAKES ASSEMBLY

Master cylinder, assist booster, wheel cylinders, combination valve, disc brake calipers (and rear caliper actuators), hard lines and fittings, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, seals and gaskets, fasteners for the components listed above. ELECTRICAL ASSEMBLY

Alternator, voltage regulator, windshield wiper motors and delay controller, starter motor and drive, starter solenoid, wiring harnesses, manually operated switches (such as turn signal, headlight, dimmer, and wiper switches), mechanically actuated switches (ignition, brake light, and neutral safety switch), electronic fuel injection system (including all input sensors and output control units, except EGR valves, related to the fuel injection system), electronic

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ignition module, distributor and coil, engine management control unit, knock sensor and oxygen sensor.

#### AIR-CONDITIONING ASSEMBLY

Compressor and mounting brackets, clutch and pulley, condenser, evaporator, orifice tube, POA valve, accumulator, temperature control programmer, high/low pressure cutoff switches, high/low pressure hoses, pressure cycling switch, thermostat, drier, temperature control head, o-ring scals, gaskets, fasteners for the components listed above, and Freon-refrigerant if necessary in conjunction with the repair of the components listed above. COOLING-SYSTEM ASSEMBLY

Thermostat housing, fan blade, thermostat, radiator cap, radiator shroud, reservoir tank/bracket, thermal switch, coolant temperature sensor, radiator fan relay, INTERIOR ASSEMBLY

Seat belt control unit, seat belt power unit, seat belt slide assembly, seat belt limit switch, air pump, slide assembly (power seat), lift assembly (power seat), ASSEMBLIES AND CONTROLS

Accelerator pedal, bell crank assembly, 4WD skid guard, hood hinge, lock and lock cable, seat belt anchor stay, fueling stopper assembly; front-door hinge and lock assembly, lock knob rod, remote control rod, lock striker and knob, lock cylinder, front outside handle, handle rod, front inside handle, front window regulator; rear-door hinge and lock assembly, remote control rod, lock striker, rear outside handle, handle rod, rear inside handle, rear window regulator, regulator handle, slide door lock assembly; side window control assembly, remote control rod, side window control cable, regulator wire, slide door roller, slide door link, deck lid lock striker, deck lid opener cable, deck lid lock, trunk opener solenoid, deck lid hinge, deck lip torsion bar, back door lock and handle. In the event that R-12 (Freon) is not available at the time of a covered air-conditioning failure, we will pay up to a limit of the amount shown in Section 4 of the Information Schedule to convert the existing system to a type compatible for use with the CFC Free type R-134a refrigerant.

#### Coverage II - Car Rental Expense

When a breakdown renders your vehicle inoperative or unsafe to drive and requires your vehicle to be held by a repairer overnight for covered repairs, we will pay your actual expenses to rent a replacement car from a licensed rental agency up to the maximum amounts shown in Section 4 of the Information

#### Coverage III - Towing

When a covered breakdown disables your vehicle, we will pay for towing up to a limit of the amount shown in Section 4 of the Information Schedule.

### WHAT THIS AGREEMENT DOES NOT COVER

Under Coverage I - Mechanical Breakdown, we will not pay for costs covered by any warranty of the manufacturer, state-required dealer warranty, or a repairer's guarantee regardless of whether they honor such warranty or guarantee. Maintenance and Parts Not Covered

The following are not covered under your Agreement:

- The maintenance services and parts described under Maintenance Requirements as shown in this Agreement or in the Manufacturer's Maintenance Schedule for your vehicle. If you do not receive a maintenance manual at the time of purchase, it is your responsibility to obtain a manual and follow its guidelines. See your selling dealer to learn how to obtain a manual for your vehicle.
- Other normal maintenance services and parts including engine tune-up (includes spark plugs, glow plugs, ignition wires, distributor cap and rotor), carburetor, throttle body assembly (except injectors), batteries, filters, lubricants or fluids, air-conditioning refrigerant, engine coolant, all hoses and belts (not specifically listed), wiper blades, brake pads and shoes, brake rotors and drums, suspension alignment, tires, wheel covers, wheel rims, wheels, wheel balancing, shock absorbers, exhaust system, friction clutch disc and pressure plate, and clutch throw out bearing.
- Glass, glass framework, fastening adhesives, sealed beam head lamps, light bulbs, lenses, trim, moldings, bright metal, upholstery, vinyl and convertible tops, paint, sheet metal, bumpers, alignment of body parts, flexible body parts, door panels, body panels, structural framework,
- Solar powered devices, telephones, TV/VCR and related components (unless it is a CarMax-approved, vendor installed accessory purchased through CarMax at the time of vehicle purchase), and appliances.
- After market accessories, unless it is a CarMax-approved, vendor installed accessory purchased through CarMax at the time of vehicle purchase, or non-original equipment, components and systems not installed by the manufacturer, examples include: anti-theft systems, radar detectors, CB radios, radio/speaker equipment, telephones, cruise control and sun roof. In addition, we will not pay benefits:

- When repairs are performed without prior authorization.
- For expenses charged for the disposal of environmentally unsafe materials.
- For expenses charged for non-specific materials or shop supplies.
- For a breakdown caused by or involving collision, fire, theft, vandalism, riot, war, explosion, fightning, earthquake, volcaric eruption, windstorm, hail,
- For loss of time, economic loss, inconvenience, lodging, food, freight charges, storage charges, or other consequential loss or damage that resulted from a
- For a breakdown when the use of contaminated fluids caused or contributed to the breakdown.
- For a breakdown specifically caused by your failure to maintain proper levels or specification (type) fluids and the improper type or level of fluid contributed to the failure. This includes your failure to observe the manufacturer's maintenance manual instructions regarding warning devices or any documented warnings provided by a qualified repairer.
- If your vehicle is a non-U.S. specification model.
- For a breakdown caused by towing a trailer or another vehicle unless your vehicle is equipped for this as recommended by the manufacturer.
- For a breakdown caused by using your vehicle for racing or other competition.
- For a breakdown caused by or involving modifications unless those modifications were performed by the manufacturer (e.g. oversized tires, lift kits, after-market performance parts or systems).
- If your vehicle has been modified to plow snow, whether the snowplow blade is attached to your vehicle or not.

For any consequential or incidental damage or loss should your vehicle be involved in a collision caused by or involving a breakdown of a component

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For the repair of valves and/or rings for the purpose of raising the engine's compression when a breakdown has not occurred except in cases when OEM

- To correct a cosmetic imperfection.
- For a breakdown caused by abuse, misuse, alterations (which includes tires two sizes larger than manufacturer specifications), or lack of customary maintenance as recommended under Maintenance Requirements as shown in this Agreement or in the Manufacturer's Maintenance Schedule for your
- For a breakdown caused by rust or weather-related corrosion.
- For a breakdown of a covered part resulting from the failure of a non-covered part.
- If your vehicle is used for commercial purposes or a truck rated more than 1 ton. Examples of commercial use are taxi, police car or emergency vehicle, hauling, construction (other than driving to and from work), pick-up and delivery service, company pool use or business travel when the vehicle is used by more than one driver, daily rentals, carrying passengers for hire, snowplowing.
- For a breakdown caused by or involving non-original manufacturer equipment, components or systems.
- If your vehicle's odometer has been stopped, altered or misrepresents your vehicle's actual mileage.
- To repair, replace, adjust or align any part not covered by this Agreement unless required in conjunction with the repair of a covered part.
- For a breakdown which existed prior to, or was caused by a condition which existed prior to the Date Issued.
- For diagnosis charges, cost of disassembly or assembly if coverage cannot be applied.
- For additional loss or damage which is occasioned by the contract holder or operator's failure to use all reasonable precautions to protect the vehicle from any further loss or damage after a mechanical breakdown or failure has occurred or been indicated.
- For repairs made solely to meet or maintain governmental emissions standards.
- For damage caused to your engine resulting from the ingestion of water through the engine air intake system (commonly referred to as water ingestion).
- For repairs of water and air leaks, rattles, squeaks and wind noise.
- If your vehicle is powered entirely by an alternate fuel source (e.g. solar or electric).

#### MAINTENANCE REQUIREMENTS

In order to keep your Mechanical Repair Agreement valid, you must follow the maintenance procedures listed below. If your failure to follow these procedures causes a breakdown, you may be denied coverage.

You must have your vehicle serviced following all manufacturer's recommended service intervals.

- 1. Change engine oil and filter.
- 2. Check and maintain transmission fluid level.
- 3. Check and maintain drive axle fluid level.
- 4. Lubricate front suspension.
- Check and maintain the proper level of coolant.
- Follow all recommendations of the manufacturer regarding other special services.

You must keep receipts which verify the Vehicle Identification Number, work orders and other documentation that shows a date, a description of your vehicle, mileage and services performed. We may require you to furnish us with proof that the specified services have been performed. Failure to show proof of servicing may result in the denial of coverage.

#### WHO TO CALL IF YOU HAVE A BREAKDOWN

All breakdowns must be reported promptly to the Dealer from whom you purchased this Agreement, or if you have moved or are traveling out of town:

#### CNA National Warranty Corporation Service Center 1-888-882-0200

### YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN

If you experience a breakdown you agree to:

- Use all reasonable means to protect your vehicle from further damage.
- Notify us as soon as possible, if you are unable to return to the dealer from whom you purchased this Agreement.
- Authorize the repair facility to perform necessary diagnostic work and provide "teardown authorization" so that the repair facility can provide an accurate diagnosis and estimate of repairs. IMPORTANT: MECHANICAL REPAIR COVERAGE DOES NOT PAY FOR DIAGNOSIS CHARGES FOR REPAIRS NOT COVERED UNDER THIS AGREEMENT.
- Furnish us with such information as we may reasonably require, and if requested, provide proof of your vehicle's regular maintenance during the Agreement Period as recommended under Maintenance Requirements as shown in this Agreement or in the Manufacturer's Maintenance Schedule for your vehicle.
- Give us the right to refer your vehicle to the selling dealer, or a dealership that sells and services your type of vehicle, for certain repairs.
- Allow us to examine your vehicle if we ask to do so.
- Obtain authorization from OUR ADMINISTRATOR prior to beginning any repairs covered by this Agreement.

#### GENERAL PROVISIONS

1. Agreement Period

The term of this Agreement varies based upon the time and mileage for which it is issued. The term begins on the Date Issued and odometer reading stated on the Information Schedule. The term expires when its time or mileage limit is reached. When and Where You Are Covered

You are covered when this Agreement is issued or transferred to you. This Agreement applies only to breakdowns occurring within the United States of If You Have Other Coverage

If the manufacturer or repairer agrees to cover all or some of the cost of a breakdown after a warranty or guarantee has expired, we will pay only for Your Help and Cooperation

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Your help and cooperation is required. If we ask, you agree to help us enforce your rights against any manufacturer or repairer who may be responsible to you for the cost of repairs covered by this Agreement.

#### 1. Limit of Liability

Our limit of liability is the cost to repair or replace any covered breakdown; but in no event shall this cost exceed the average retail value of your vehicle as determined by the NADA (Official Used Car Guide) at the time of loss.

#### 2. Subrogation

If we pay for a loss, we may require you to assign us your rights of recovery against others. We will not pay for a loss if you impair these rights to recover. Your rights to recover from others may not be waived.

#### 3. How this Agreement May Be Transferred

Your rights and duties under this Agreement may only be transferred to a subsequent purchaser (excluding dealer trade-in) directly by you, within 30 days from the date of sale to the subsequent owner and upon payment to us of a \$30 transfer fee. This Agreement can only be transferred if the remaining portion of the original manufacturer warranty is also transferred. Maintenance records must be given to the subsequent owner. In the event of your death, the benefits of this Agreement will be available to your spouse or legal representative.

### 9. How this Agreement May Be Canceled - Including Refunds and Charges Cancellation by You

You may cancel this Agreement at any time. To cancel, you must mail this Agreement with a written request to cancel to us, or return this agreement to your selling dealership. All refunds will be paid to you or to the lienholder, if applicable.

- If you cancel this Agreement within thirty (30) days of the Date Issued, a 100% refund of the Agreement Charge will be made.
- If you cancel this Agreement within thirty-one (31) to ninety (90) days of the Date Issued, and you have not incurred a claim, a 100% refund of the Agreement Charge will be made, less an administrative fee of \$30. If you have incurred a claim, a pro rata refund of the Agreement Charge, based upon the greater of time or mileage used, will be made, less an administrative fee of \$30.
- If you cancel this Agreement after ninety (90) days, a pro rata refund of the Agreement Charge, based upon the greater of time or mileage
  used, will be made, less an administrative fee of \$30.

#### Cancellation by Us

We may cancel this Agreement for any reason within ninety (90) days of the **Date Issued**. If we cancel this Agreement during the first ninety (90) days, a pro rata refund will be made based upon the greater of the time or mileage used.

After ninety (90) days, we may cancel this Agreement:

- If there has been a material misrepresentation or fraud at the time of sale of this Agreement;
- If you have failed to maintain your vehicle as prescribed by the manufacturer;
- If the odometer has been tampered with or disabled and you have failed to repair the odometer; or
- If you do not pay the Agreement Charge.

If we cancel this Agreement after ninety (90) days, a pro rata refund will be made based upon the greater of the time or mileage used, less an administrative fee of \$30. All refunds will be paid to you or to the lienholder if applicable.

If this Agreement is financed, and your vehicle is a total loss or is repossessed, you authorize your lienholder (shown in Section 7 of the Information Schedule) to cancel this Agreement and receive the refund.

#### 10. Insurance

The obligations of the Provider under this Agreement are insured under an Insurance Policy issued by Continental Casualty Company, 333 S. Wabash Avenue, Chicago Illinois 60604. If we do not settle your claim within sixty (60) days of our receipt of your proof of loss, you may make a claim against the Continental Casualty Company.

#### 11. Entire Agreement

This Agreement represents the entire agreement between you and us. No person has the authority to change this Agreement or to waive any of its provisions. No other written or oral statements apply to this Agreement.

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### **Privileged and Confidential Information**

### CASE ASSESSMENT

By: Corey Knight State: VA

Customer	Name:			Service   6602460	•	BBB Case No.	: CHV0848885
Vehicle ID 1G1AK52F			Da	Service ate: 22/2005	Vehicle is: Used	ВА	AC Code: 161165
Mileage at Lien holde DVM Name Phone/Cel	Time of r: GMA( e: Kevin I Number	I: 2005 Che BBB Filing ( C Other Berry :: 404083/8 cky Pintaval	28,000) :□: N/A 223	balt	Vehicle Purchased Us odometer N/A Sale Type: Purchas CAM Name: Aubrey V Phone Number: 678	e  Lease  Washington	_
			VE	HICLE REPA	IR HISTORY		
Throughou category.	it the ent	ire form, us	se an aste	erisk (* ) if day	y(s) out of service are	already count	ed in another
	PLACE A CHECKMARK IN THE BOX FOR THE MAJOR CONCERN BASED ON REPAIR ORDERS. USE "N/A" IF THERE WERE NO REPAIRS FOR THE COMPONENT GROUP.						
					Y OR N. IF <b>YES</b> PLEA		FAC # AND
				HY NOT	Cust	omer Alledging	g Defect
☐ <u>{Steeri</u>	ng}						
<u>Date:</u>	RO #:	<u>Days</u> Out:	Mileaq e:	Description	n of Complaint and	Repair Perfor	med:
Symp	tom}						
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Date:	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	Mileaq e:	Description of Complaint and Repair Performed:		
☐ {Symp	tom}					
Date:	RO #:	Days Out:	Mileaq e:	Description of Complaint and Repair Performed:		
☐ Recall/	Campaig	n (Not Relat	ted to Oth	er Symptoms/Complaints)		
Date:	RO #:	Days Out:	Mileaq e:	Description of Complaint and Repair Performed:		
				olved in a accident Y		
				<u>with the customer Y</u> tained (example front end collision)		
Are the	RO's a	ttached	if the ve	ehicle was in an accident N		
_			ct any ir	nsurance claims with this vehicle N		
	What were the dates What was the reason you filed					
				difications to the Vehicle N		
Have you confirm this with the customer Y List:						
(A Trade	Repurch	•	oe offered	ed to the customer N d as a settlement before a Straight can be considered) CAM		
☐ <u>Other</u>						
Date:	<u>RO #:</u>	<u>Days</u> Out:	Mileaq e:	Description of Complaint and Repair Performed:		

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

GM Program Summary Repurchase/Replacement: Customer is not eligible for a repurchase or replacement under program summary as they have not had any repairs within 12/12.

Lemon Law Repurchase/Replacement: Customer is not eligible for a lemon law repurchase or replacement as there are no repairs within the first 18 Months from the original in service date regarding this concern.

GM Program Summary Repairs/Reimbursement for past repairs: Customer is not eligible for repairs as they are out of warranty.

#### THE STATE LEMON LAW READS:

Days out of service: 30

Repairs 3

Time period 18 Months / N/A

Does Lemon Law state nonconformity must continue to exist? Y

If applicable, safety-related repairs 1 Safety-related time period N/A / N/A

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

Vehicle Meets Presumption of Lemon Law NO

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

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

#### **RECOMMENDATION AND RATIONALE**

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

Cust sts: Wants car repaired under warranty

DVM sts: Hey Corey Kevin Berry here. Yeah, I'm with you on that big fat no help with the customer with the Cobalt. If they have any issues, that's what their extended warranty is for. Or, they can take it back to

CarMax, who they bought it from, and see what kind of goodwill they will give them. Should have probably bought it from a GM dealership.

SVM sts: Did not make a statement or return calls as he is not involved and the dealer has completed no repairs. The cust was advised to go back to Carmax. Crs confirmed with DVM Kevin Berry.

CRS Rationale: No assistance to be provided as the results of the PAR inspection show no defect present and no repairs completed.

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law -2 <sup>nd</sup> owner
-Purchased at CarMax
-Out of warranty ( no defect found )
What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law - There are none
Decision reached by CRS: Settle case:

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

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





#### **CDR File Information**

Vehicle Identification Number	1G1AK52F357
Investigator	TOM SAMUELS
Case Number	71-660884472
Investigation Date	Monday, September 22 2008
Crash Date	Thursday, August 28 2008
Filename	1G1AK52F357
Saved on	Monday, September 22 2008 at 11:30:49 AM
Collected with CDR version	Crash Data Retrieval Tool 3.09
Reported with CDR version	Crash Data Retrieval Tool 3.09
EDR Device Type	airbag control module
Event(s) recovered	None

#### **Data Limitations**

#### SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event, and then the Deployment Level Event will overwrite the Non-Deployment Event file.

#### SDM Data Limitations:

- -SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.
- -Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.
- -Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
- -SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.
- -Brake Switch Circuit Status indicates the status of the brake switch circuit.
- -Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.
- -Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".
- -The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.
- -If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.
- -The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.
- -Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

#### SDM Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's





communication network.

-The Belt Switch Circuit is wired directly to the SDM.





#### **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

\$01									
\$03	\$01	00	00	00	00	58	00	00	
\$04		30	00	00	00	00	00	00	
\$05	\$03	02	00	00	00	00	00	00	
\$06		02	00	00	00	00	00	00	
\$07	\$05	00	00	00	00	00	00	00	
\$07	\$06	00	0A	00	00	0A	94	32	
\$09		04	09	00	00	00	00	00	
\$0A	\$08	00	FF	00	00	00	00	00	
\$0B	\$09	00	7E	7E	00	00	00	00	
\$0C  00  00  00  00  00  00  00  00	\$0A	00	00	00	00	00	00	00	
\$0D	\$0В	00	00	01	0F	00	00	00	
\$0E			00	00	00	00		00	
\$0F									
\$10									
\$11									
\$12									
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\$14  00  00  00  00  00  00  00  00									
\$15									
\$16  03  06  0C  16  34  00  00									
\$17  03  03  02  02  00  00  00  \$18  02  07  00  00  00  00  \$19  07  07  00  00  00  00  00  \$18  3F  30  00  66  00  78  00  \$1C  3F  00  00  00  00  00  00  00  \$1C  3F  00  00  00  00  00  00  00  00  00									
\$18	\$15 \$17								
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\$21		20	00	00	00	00	00	00	
\$22  00  8E  00  00  00  00  00		40	00	00	00	00	00	00	
\$24  00  00  00  00  00  00  00  00			01	00	00	70	00	00	
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\$27	\$25								
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\$2B									
\$2D 00 00 00 00 00 00 00 00 \$2E 00 FF FO 15 0D 00 00 \$30 9D 00 00 00 00 00 \$31 FF									
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\$41 F8 F8 90 00 00 00 00									
\$42 80 FF FF FF FF 00 00	\$42	80	FF	FF	FF	FF	00	00	

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$43 FF FF FF 00 00 00 00
$44 FF FF FF FF FF 00
$45 FF FF FF FF FF 00
$46 FF FF FF FF FF 00
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   FF FF FF FF FF 00
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$49 FF FF FF FF FF 00
$4A FF FF FF FF FF 00
$4B FF FF FF FF FF 00
$4C FF FF FF FF FF 00
   FF FF FF FF FF OO
$4D
$4E
   FF FF FF FF FF 00
$4F FF FF FF FF FF 00
$50 FF FF FF FF FF 00
$51 F0 00 00 F0 00 00 00
$52 81 FF FF FF 00 00 00
$53
   FF FF FF 00 00 00 00
$54 82 FF FF 00 00 00 00
$55 FF FF FF FF FF 00
$67 A0 FF 00 00 00 00 00
$68 F8 F8 90 C0 00 00 00
$69
   80 FF FF FF FF 00 00
$6A
   FF FF FF 00 00 00 00
$6B FF FF FF FF FF 00
$6C FF FF FF FF FF 00
$6D FF FF FF FF FF 00
$6E FF FF FF FF FF 00
$6F
   FF FF FF FF FF 00
$70 FF FF FF FF FF 00
$71 FF FF FF FF FF 00
$72 FF FF FF FF FF 00
$73 FF FF FF FF FF 00
$74
   FF FF FF FF FF 00
$75
   FF FF FF FF FF 00
   FF FF FF FF FF 00
$76
$77 FF FF FF FF FF 00
$78 F0 00 00 F0 00 00 00
$79 81 FF FF FF 00 00 00
$7A
   82 FF FF 00 00 00 00
$7B FF FF FF FF FF 00
   41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$01
$02 01 02 03 04
$03
   41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
   01 02 03 04
$04
$05
   $06 FF FF FF FF
$08 FF FF FF FF
$0D
   41 48 34 37 30 35 52 34 33 30 31 33 30 59 45 52
   01 5A 4B 31
$0E
$0F
   41 4A 01 02 03 04 52 45 41 32 30 32 33 30 30 30
$10 01 02 03 04
$13
   $14
   FF FF FF FF
$17
   $18
   FF FF FF FF
   31 12 66 1A E6 87 91 9A
$21
$22 94 32
$23 31 41 FA FA FA FA 32
$24
   31 41 FA FA FA FA 32
$25
    32 41 FA FA FA FA 32
$26
    32 41 FA FA FA FA 32
$40
   00 00
$41
   3F 00 00 02 00 18
$42 10 C4
$43 00 00 8C 80
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### EAA Inspection Request - Austin

Date: <u>9/9/08</u>	
TO: EAA	Vehicle Information
EAA/SPX Field Coordinator	VIN#: <u>1G1AK52F357</u>
Phone: 313-768-2147	Year/Make: 2005 Chevrolet
Fax: 313-768-2266	Model: Cobalt
Email: eaafc@servicesolutions.spx.com	Contact's Name: Rocky Pintavelle
	Contact's Number: (804) 320-8000
From: Mark Valverde	Vehicle Location: Whitlow Chevrolet
PAR Customer Relations Mgr	9701 Midlothian Pk
Tric oustoiner relations rigg	Richmond VA 23235
Email: Mark_Valverde@gmexpert.com	<u>If located at a Salvage/Auction Yard:</u> Ins. Adj. Name:
Phone: 800-231-1841 ext.11215	Phone #:
Fax: 866-480-3630	Claim or Salvage ID #:
Mailing Address:	Claim of Salvage ID #.
<b>GM PAR Investigations</b>	Claimant Information
7401 E. Ben White	PAR File #: 71-660884472
Austin, TX 78741	Claimant Name:
	Claimant Home #:
	Claimant Work #:
	Claimant Cell #:
	Address:
	Richmond, VA
Repair Est	R CRM via voicemail/email of inspection date.  timate Required  I PAR File information  AR CRM After Inspection
Please Use Form(s):	in one inspection
Accelerator/Throttle Control	Restraint-SIR/Seatbelts Seats
Brake/ABS/TCS/VSES	Side Impact Power Sliding Door
Steering/Suspension/Tires/Wheels □	Inadvertent Deployment OnStar
Engine Exhaust/Odor	Transmission/Transaxle OTHER:
Engine Stalling	Thermal Events
Special Instructions:	
Interview Owner?	Vetronix Requested
Other (define)	
Investigations can only	be rushed if e-mailed by one of the following:
RUSH (Name of Team Manager or Ops M	Mgr Approving the Rush):
	EAA Internal Use Only
To: <b>SA</b> :	Date E-Mailed to SA:
From: EAA Field Coordinator	Due Date:
	EAA SA Use Only
Case Acceptance/Investigation: YES	
Please acknowledge acceptance of this case pro	
	T - U - U F
Date Report Faxed/Emailed to CRM:	

GM/PAR Confidential Rev 3/20/06

GM/PAR Confidential Rev 3/20/06

	STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS							
Customer's Name: Vehicle Brand: File #	CHEVROLET 71-660884472	Model: VIN:	Inspection Date: COBALT 1G1AK52F357	9/22/08				

Mileage at Inspection: 25.980 Inspection Location: CARMAX AUTO

MIDLOTHIAN, VA .23114

<u>Inspector's phone number:</u> 410-571-5743 <u>Inspected By:</u> TOM SAMUELS

_		
Section 1	INSPECTION SUMMARY	

BRIEFLY Describe the customer's ALLEGATION below:

Driver stated, the axle broke and then the vehicle went over the curb doing damage to the right front.

Following the inspection, summarize the facts and observations: (Additional cmts may be placed in section 9)

VEHICLE WAS INSPECTED AT THE CARMAX SERVICE CENTER IN MIDLOTHIAN, VA. WHEN THE RIGHT FRONT END WAS JACKED UP TO INSPECT THE DAMAGES, THE WHEEL AND TIRE FELL OUTWARD. PHOTO # 32. THE WHEEL RIM IS BENT INWARD. PHOTO # 26—38. THE UPPER CONTROL ARM AND AXLE WERE FOUND TO BE BROKEN. THE STEERING LINKAGE IS BROKEN OFF AND THE TIE ROD IS BENT. PHOTO# 25. THE BRAKE LINE FLEX HOSE IS PULLED LOOSE AND ALL BRAKE FLUID HAS LEAKED FROM SYSTEM. NO INTERNAL OR EXTERNAL BODY DAMAGE WAS FOUND AT TIME OF INSPECTION. THE CDR DOWN LOAD WAS MADE AND IS ATTACHED TO THE REPORT.

Section 2 INTERVIEW - INCIDENT DETAILS

Obtain all of the information for this section from the Driver/Claimant

#### Provide a complete description of the incident according to the DRIVER / CLAIMANT

Interview mode:	□ By Telephone	☐In Person		Incident Date and Time: 8/28/08	@ 4 P.M.
Interview date: 9/	17/08				
Was a police/fire depart	artment report obta	ined? 🗌 Yes	⊠ No		

Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)

Owner/driver stated, it was raining and she heard a loud clicking noise, then the vehicle was hard to steer and it went over a curb doing damage to the right front end. Owner had vehicle towed to Whitlow Chevrolet Co. and they said the vehicle was damaged and they could not repair the damages under warranty. The axle was busted. Owner had vehicle towed to the CARMAX AUTO SER ICE, her selling dealer in Midlothian, VA. [804-379-7264]. Owner wants Chevrolet to pay for all repairs, towing cost and the cost of the rental while vehicle is being repaired.

Driver/other occupant's physical description (include name, gender, height, weight, & disabilities):

Female. 5'8"TALL. 28 YEARS OLD. NO DISABILITIES.

If there was a collision:

Describe extent of any injuries to the Driver: NONE

Describe where other occupants were seated & extent of any injuries: **ONE PASSENGER IN THE RIGHT SIDE SEAT. NO INJURIES.** 

What was the exact location of the incident. BOARDWALK AND McGUIRE AVE. RICHMOND, VA. Driving conditions at the time of the incident:

We	eather conditions 8	Visibility: RAINING	Approximate Temp (°F): <b>80 DEGREES</b>
Road Surface:	Concrete		☐Crushed rock ☐ Dirt
Road Condition:	☐ Dry	⊠Wet ☐ Icy	Other:_ <b>{</b>
Shoulder  Curb	: X Concrete	☐ Asphalt ☐ Gravel	☐Crushed rock ☐ Dirt
Shoulder/Curb Condi	ition: Dry	⊠Wet	Other:_ <b>{</b>
Posted Speed Limit	35 MPH.		

Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.)\_NONE

STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS

Customer's Name:

Vehicle Brand:
File # 71-660884472 VIN: 1G1AK52F357

Length	of	<b>Drive</b>	<b>Prior</b>	to	incident:
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Total Time (hrs. & mins.): 35 MINS Distance (miles): 29 MILES Estimate of vehicle speed: 30 mph Source of est. DRIVER Estimated vehicle speed at impact: 30 mph Source of est. DRIVER (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 Suspension Brakes Engine Electrical	Normal ⊠ Normal □ Normal ⊠ Normal ⊠ Normal ⊠	Other Other Other Other Other	Describe AXLE Describe { Describe {	BROKE.	
	ning lights illuminated of describe the event(s).	or driver info	rmation center m	essages displa	yed?  Yes No If "Yes", get
	e behavior noted during the cribe the event(s).	nis incident ev	er been noted prid	or to this incident	t? No If "Yes", get the
· ·	e whether there were any n observed. <b>NONE</b>	warning light	s illuminated, mes	sages on driver	information panel, unusual noises,
Describe any e	vasive action:   Turr	ning 🔲 🖂 Bi	raking Acc	celerating	Other: <b>{</b>
	leave the roadway?: 🔲 s Impacted: CEMENT CU		escribe: WENT (	OVER CURB.	
How was the ve	ehicle transported from the	ne incident site	e to the present lo	cation? Tow	Γruck ⊠ Flat Bed □Other
Additional com	ments concerning the inc				LE INVOLVED.
Section 3		INTERVIEW	- VEHICLE HISTO	DRY	
	mation (name, address, p CARMAX USED CAR IN (Additional cmts r	FORMATION	•	f other than clair	nant:
	ourchase the vehicle new	/? ☐ Yes 🗵	]No Used?⊠Y	es 🗌 No Dat	e <u>3/6/08 24,000 MILES.</u>

#### **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..) <a href="Describe: Describe: NONE">Describe: Describe: Describe

### VEHICLE REPAIR / SERVICE HISTORY

Customer's Name: 9/22/08

<u>Vehicle Brand:</u> <u>CHEVROLET Model:</u> <u>COBALT</u>

File # 71-660884472 <u>VIN:</u> 1G1AK52F357

Prior electrical system service? ⊠ No ☐Yes If yes, describe:	
Prior collision repair? ⊠ No ☐ Yes If yes, describe:	
Prior chassis system service, repair, or replacement? ⊠ No ☐ Yes If yes, describe what was done:	
Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? No	Yes

#### 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:

NO EXTERIOR BODY DAMAGES WERE FOUND AT TIME OF INSPECTION.

<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.

THE RIGHT FRONT WHEEL RIM AND FRAME ARE BENT INWARD. THE RIGHT FRONT TIRE IS DAMAGED. THE RIGHT FRONT AXLE IS BROKEN. THE LOWER CONTROL ARM BENT, TIE RIGHT SIDE TIE ROD IS BENT. THE STEERING CONTROLS ARE BROKEN. THE STEERING LINKAGE, SUSPENSION, SHOCK ABSORBER, AND COIL SPRING ARE BENT OR BROKEN.

#### **CORNER ASSEMBLIES**

Struts/shocks Ball joints Tire/wheel assemblies

Springs Steering knuckles
Control arms Axle assemblies

Comments: ALL THE ABOVE ITEMS ARE DAMAGED ON THE RIGHT FRONT WHEEL AREA.

**UNDERHOOD** 

Engine compartment Power steering lines, hoses, clamps and connections

Brake fluid level and condition Power steering fluid level and condition

Comments:

THE RIGHT FRONT BRAKE LINE IS BROKEN AND ALL BRAKE FLUID HAS LEAKED OUT OF MASTER CYLINDER

#### **GENERAL OBSERVATIONS**

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

Comments:

THE MAIN IMPACT WAS TO THE RIGHT FRONT CORNER AND WHEEL AREA. THE AXLE IS BROKEN. THE STEERING CONTROLS AND SUSPENSION ARE BENT OR BROKEN IN HALF. THE UPPER CONTROL ARM IS BROKEN. THE LOWER CONTROL ARM IS BENT.

Section 5 VEHICLE INSPECTION - PASSENGER COMPARTMENT

#### INTERIOR

Instrument panel Odometer

Controls Steering wheel and column

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

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

<u>Customer's Name:</u>

Inspection Date:

9/22/08

Vehicle Brand:

 CHEVROLET
 Model:

 71-660884472
 VIN:

COBALT

1G1AK52F357

Personal items/cargo

File#

**<u>INTERIOR INSPECTION</u>** (Describe any damage and photograph )

NO DAMAGE WAS FOUND ON THE INTERIOR OF THE VEHICLE.

Section 6

STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

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

Customer's Name: Vehicle Brand:

scraped, etc Rear sway bars,

**CHEVROLET** Model:

**Inspection Date: COBALT** 

9/22/08

File #

71-660884472

VIN:

1G1AK52F357

	T
ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all components in place and	THE IMPACT WAS TO THE RIGHT FRONT WHEEL AREA. THE UPPER CONTROL ARM IS BROKEN IN HALF. THE AXLE IS BROKEN. PHOTO# 23—
connected in a normal manner? Can the steering wheel be	36. THERE IS NO DAMAGES TO THE LEFT FRONT WHEEL AREA.
rotated lock to lock with appropriate movement of the	
front wheels. Is there any binding, sticking or uneven feel?	
Steering linkage-Is the linkage free from cracks, bends,	STEERING LINKAGE IS BROKEN. RIGHT FRONT WHEEL RIM IS BENT AND TIRE HAS DAMAGE.
fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	
Gear/rack and pinion-Any sign of leakage, damage to boots on	THE STEERING TIE ROD IS BENT. PHOTO # 25—26. THE STEERING LINKAGI RUBBER BOOT IS LEAKING.
the rack, contact by foreign objects?	
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	NO DAMAGE WAS FOUND TO THE STEERING COLUMN. IGNITION SWITCH OPERATED NORMAL.
Steering pump, drive, hoses, connections, flow, pressure. If possible, start the engine and rotate the steering wheel lock to lock. Is power assist normal? If not, it may be necessary to check pressure and flow.	NO POWER STEERING PROBLEMS WERE FOUND AT INSPECTION TIME.
PS fluid level and condition- Color, contamination, odor	ALL O.K.
Steering knuckle-All attachments secure and proper?	STEERING CONTROL ARM IS BROKEN IN HALF. PHOTO 27—31.
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	ALL O.K.
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc.	MAJOR DAMAGE TO THE RIGHT FRONT WHEEL AREA. BENT TIE ROD, BROKEN AXLE. BROKEN CONTROLS ARMS AND LINKAGE.
Strut attachments, springs intact; control arms properly attached, deformed, broken, screpped, etc. Pear sway bars	REAR SUSPENSION HAD NO DAMAGE AT TIME OF INSPECTION.

Customer's Name: Vehicle Brand:

CHEVROLET Model:

Inspection Date: COBALT

9/22/08

File #

71-660884472 Model: VIN:

1G1AK52F357

F357

. 11	
trailing arms properly attached	
and undamaged. LR	
ALL O.K.	
Strut attachments, springs	RIGHT FRONT CONTROL ARM BROKEN.
intact; control arms properly	
attached, deformed, broken,	
scraped, etc. RR	
Rear axle assembly-deformed,	ALL NORMAL
signs of impact, properly	
located, etc.	
Deformation to the frame	RIGHT FRONT FRAME IS BENT.
Describe and photograph	RIGHT FRONT AXLE IS BROKEN OFF.
evidence of axle/ suspension/	MONT TROW AXEE TO BROKEN OTT.
tire contact with frame, body or	
components	MAIN IMPACT WAS TO THE DIGHT EDGNET WHEEL ADEA
Describe and photograph	MAIN IMPACT WAS TO THE RIGHT FRONT WHEEL AREA.
contact of the under- carriage	
with the road surface (road,	
shoulder, curb, or grass)	
Stability Enhancement	CDR DOWN LOAD IS ATTACHED TO REPORT.
system/components-check for	
codes with Tech II	
Engine (normal, other)-Obtain	ENGINE STARTED AND HAD NORMAL OPERATION.
codes using a Tech II.	
Electrical (normal, other)	ALL NORMAL.
Warning lights/messages	ALL DASH LIGHTS WERE ACTIVE. THE DASH BRAKE LIGHT STAYS ON. NO
displayed? Describe and obtain	BRAKE FLUID IN MASTER CYLINDER. THE RIGHT FRONT BRAKE LINE WAS
codes using a Tech II	TORN OFF LINES.
Anything components missing?	NONE
Other	NONE
- · · · · · ·	· · · · · · · ·

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".

NO ROAD TEST WAS POSSIBLE. THE RIGHT FRONT WHEEL SUSPENSION AXLE AND CONTROLS ARM ARE BROKEN OFF.

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. N/A

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

#### **TIRE AND WHEEL INSPECTION**

Customer's Name: Vehicle Brand:

CHEVROLET Model: Inspection Date:

9/22/08

71-660884472 File #

VIN:

1G1AK52F357

**COBALT** 

#### 1. IDENTIFICATION:

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	(Goodyear)	(Eagle GA)	(P205/70R15)	<u>(psi)</u>	32nds of inch	
LF	<b>GOODYEAR</b>	<u>GA</u>	P19570R14	<u>32</u>	<u>4/32</u>	SSP1156
RF	SAME	SAME	SAME	<u>32</u>	<u>4/32</u>	SAME
LR	SAME	SAME	SAME	<u>30</u>	<u>5/32</u>	SAME
RR	SAME	SAME	SAME	<u>31</u>	<u>5/32</u>	SAME

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 NORMAL

RF RIGHT FRONT TIRE AND RIM DAMAGED. THE RIM IS BENT INWARD TIRE HAS BEEN DAMAGED. .PHOTO # 26-37-38

LR	<u>NO</u>	RN	<u>IAL</u>

RR

NORMAL\_

2. TIRE PLACARD DATA:

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

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

P 195 70 R 14 **TIRES** 34 34 SPARE TIRE T 115/70D 14 <u>55</u> 60

SITE INSPECTION Section 7

#### 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 (quard 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.

Customer's Name: Vehicle Brand:

**Inspection Date:** 

9/22/08

File #

**CHEVROLET** Model: **71-660884472** VIN:

COBALT

1G1AK52F357

Photograph the scene and property if involved.

Comments:

NO SITE INSPECTION

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)

□ Data Downloads □ Other Records

STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS								
Customer's Name: Vehicle Brand: File #	CHEVROLET 71-660884472	Model: VIN:	Inspection Date: COBALT 1G1AK52F357	9/22/08				

Mileage at Inspection: 25.980 Inspection Location: CARMAX AUTO

MIDLOTHIAN, VA .23114

<u>Inspector's phone number:</u> 410-571-5743 <u>Inspected By:</u> TOM SAMUELS

_		
Section 1	INSPECTION SUMMARY	

BRIEFLY Describe the customer's ALLEGATION below:

Driver stated, the axle broke and then the vehicle went over the curb doing damage to the right front.

Following the inspection, summarize the facts and observations: (Additional cmts may be placed in section 9)

VEHICLE WAS INSPECTED AT THE CARMAX SERVICE CENTER IN MIDLOTHIAN, VA. WHEN THE RIGHT FRONT END WAS JACKED UP TO INSPECT THE DAMAGES, THE WHEEL AND TIRE FELL OUTWARD. PHOTO # 32. THE WHEEL RIM IS BENT INWARD. PHOTO # 26—38. THE UPPER CONTROL ARM AND AXLE WERE FOUND TO BE BROKEN. THE STEERING LINKAGE IS BROKEN OFF AND THE TIE ROD IS BENT. PHOTO# 25. THE BRAKE LINE FLEX HOSE IS PULLED LOOSE AND ALL BRAKE FLUID HAS LEAKED FROM SYSTEM. NO INTERNAL OR EXTERNAL BODY DAMAGE WAS FOUND AT TIME OF INSPECTION. THE CDR DOWN LOAD WAS MADE AND IS ATTACHED TO THE REPORT.

Section 2 INTERVIEW - INCIDENT DETAILS

Obtain all of the information for this section from the Driver/Claimant

#### Provide a complete description of the incident according to the DRIVER / CLAIMANT

Interview mode:	□ By Telephone	☐In Person		Incident Date and Time: 8/28/08	@ 4 P.M.
Interview date: 9/	17/08				
Was a police/fire depart	artment report obta	ined? 🗌 Yes	⊠ No		

Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)

Owner/driver stated, it was raining and she heard a loud clicking noise, then the vehicle was hard to steer and it went over a curb doing damage to the right front end. Owner had vehicle towed to Whitlow Chevrolet Co. and they said the vehicle was damaged and they could not repair the damages under warranty. The axle was busted. Owner had vehicle towed to the CARMAX AUTO SER ICE, her selling dealer in Midlothian, VA. [804-379-7264]. Owner wants Chevrolet to pay for all repairs, towing cost and the cost of the rental while vehicle is being repaired.

Driver/other occupant's physical description (include name, gender, height, weight, & disabilities):

Female. 5'8"TALL. 28 YEARS OLD. NO DISABILITIES.

If there was a collision:

Describe extent of any injuries to the Driver: NONE

Describe where other occupants were seated & extent of any injuries: **ONE PASSENGER IN THE RIGHT SIDE SEAT. NO INJURIES.** 

What was the exact location of the incident. BOARDWALK AND McGUIRE AVE. RICHMOND, VA. Driving conditions at the time of the incident:

We	eather conditions 8	Visibility: RAINING	Approximate Temp (°F): <b>80 DEGREES</b>
Road Surface:	Concrete		☐Crushed rock ☐ Dirt
Road Condition:	☐ Dry	⊠Wet ☐ Icy	Other:_ <b>{</b>
Shoulder  Curb	: X Concrete	☐ Asphalt ☐ Gravel	☐Crushed rock ☐ Dirt
Shoulder/Curb Condi	ition: Dry	⊠Wet	Other:_ <b>{</b>
Posted Speed Limit	35 MPH.		

Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.)\_NONE

STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS

Customer's Name:

Vehicle Brand:
File # 71-660884472 VIN: 1G1AK52F357

Length	of	<b>Drive</b>	<b>Prior</b>	to	incident:
--------	----	--------------	--------------	----	-----------

Total Time (hrs. & mins.): 35 MINS Distance (miles): 29 MILES Estimate of vehicle speed: 30 mph Source of est. DRIVER Estimated vehicle speed at impact: 30 mph Source of est. DRIVER (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 Suspension Brakes Engine Electrical	Normal ⊠ Normal □ Normal ⊠ Normal ⊠ Normal ⊠	Other Other Other Other Other	Describe AXLE Describe { Describe {	BROKE.	
	ning lights illuminated of describe the event(s).	or driver info	rmation center m	essages displa	yed?  Yes No If "Yes", get
	e behavior noted during the cribe the event(s).	nis incident ev	er been noted prid	or to this incident	t? No If "Yes", get the
· ·	e whether there were any n observed. <b>NONE</b>	warning light	s illuminated, mes	sages on driver	information panel, unusual noises,
Describe any e	vasive action:   Turr	ning 🔲 🖂 Bi	raking Acc	celerating	Other: <b>{</b>
	leave the roadway?: 🔲 s Impacted: CEMENT CU		escribe: WENT (	OVER CURB.	
How was the ve	ehicle transported from the	ne incident site	e to the present lo	cation? Tow	Γruck ⊠ Flat Bed □Other
Additional com	ments concerning the inc				LE INVOLVED.
Section 3		INTERVIEW	- VEHICLE HISTO	DRY	
	mation (name, address, p CARMAX USED CAR IN (Additional cmts r	FORMATION	•	f other than clair	nant:
	ourchase the vehicle new	/? ☐ Yes 🗵	]No Used?⊠Y	es 🗌 No Dat	e <u>3/6/08 24,000 MILES.</u>

#### **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..) <a href="Describe: Describe: NONE">Describe: Describe: Describe

### VEHICLE REPAIR / SERVICE HISTORY

Customer's Name: 9/22/08

<u>Vehicle Brand:</u> <u>CHEVROLET Model:</u> <u>COBALT</u>

File # 71-660884472 <u>VIN:</u> 1G1AK52F357

Prior electrical system service? ⊠ No ☐Yes If yes, describe:	
Prior collision repair? ⊠ No ☐ Yes If yes, describe:	
Prior chassis system service, repair, or replacement? ⊠ No ☐ Yes If yes, describe what was done:	
Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? No	Yes

#### 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:

NO EXTERIOR BODY DAMAGES WERE FOUND AT TIME OF INSPECTION.

<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.

THE RIGHT FRONT WHEEL RIM AND FRAME ARE BENT INWARD. THE RIGHT FRONT TIRE IS DAMAGED. THE RIGHT FRONT AXLE IS BROKEN. THE LOWER CONTROL ARM BENT, TIE RIGHT SIDE TIE ROD IS BENT. THE STEERING CONTROLS ARE BROKEN. THE STEERING LINKAGE, SUSPENSION, SHOCK ABSORBER, AND COIL SPRING ARE BENT OR BROKEN.

#### **CORNER ASSEMBLIES**

Struts/shocks Ball joints Tire/wheel assemblies

Springs Steering knuckles
Control arms Axle assemblies

Comments: ALL THE ABOVE ITEMS ARE DAMAGED ON THE RIGHT FRONT WHEEL AREA.

**UNDERHOOD** 

Engine compartment Power steering lines, hoses, clamps and connections

Brake fluid level and condition Power steering fluid level and condition

Comments:

THE RIGHT FRONT BRAKE LINE IS BROKEN AND ALL BRAKE FLUID HAS LEAKED OUT OF MASTER CYLINDER

#### **GENERAL OBSERVATIONS**

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

Comments:

THE MAIN IMPACT WAS TO THE RIGHT FRONT CORNER AND WHEEL AREA. THE AXLE IS BROKEN. THE STEERING CONTROLS AND SUSPENSION ARE BENT OR BROKEN IN HALF. THE UPPER CONTROL ARM IS BROKEN. THE LOWER CONTROL ARM IS BENT.

Section 5 VEHICLE INSPECTION - PASSENGER COMPARTMENT

#### INTERIOR

Instrument panel Odometer

Controls Steering wheel and column

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

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

<u>Customer's Name:</u>

Inspection Date:

9/22/08

Vehicle Brand:

 CHEVROLET
 Model:

 71-660884472
 VIN:

COBALT

1G1AK52F357

Personal items/cargo

File#

**<u>INTERIOR INSPECTION</u>** (Describe any damage and photograph )

NO DAMAGE WAS FOUND ON THE INTERIOR OF THE VEHICLE.

Section 6

STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

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

Customer's Name: Vehicle Brand:

scraped, etc Rear sway bars,

**CHEVROLET** Model:

**Inspection Date: COBALT** 

9/22/08

File #

71-660884472

VIN:

1G1AK52F357

	T
ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all components in place and	THE IMPACT WAS TO THE RIGHT FRONT WHEEL AREA. THE UPPER CONTROL ARM IS BROKEN IN HALF. THE AXLE IS BROKEN. PHOTO# 23—
connected in a normal manner? Can the steering wheel be	36. THERE IS NO DAMAGES TO THE LEFT FRONT WHEEL AREA.
rotated lock to lock with appropriate movement of the	
front wheels. Is there any binding, sticking or uneven feel?	
Steering linkage-Is the linkage free from cracks, bends,	STEERING LINKAGE IS BROKEN. RIGHT FRONT WHEEL RIM IS BENT AND TIRE HAS DAMAGE.
fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	
Gear/rack and pinion-Any sign of leakage, damage to boots on	THE STEERING TIE ROD IS BENT. PHOTO # 25—26. THE STEERING LINKAGI RUBBER BOOT IS LEAKING.
the rack, contact by foreign objects?	
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	NO DAMAGE WAS FOUND TO THE STEERING COLUMN. IGNITION SWITCH OPERATED NORMAL.
Steering pump, drive, hoses, connections, flow, pressure. If possible, start the engine and rotate the steering wheel lock to lock. Is power assist normal? If not, it may be necessary to check pressure and flow.	NO POWER STEERING PROBLEMS WERE FOUND AT INSPECTION TIME.
PS fluid level and condition- Color, contamination, odor	ALL O.K.
Steering knuckle-All attachments secure and proper?	STEERING CONTROL ARM IS BROKEN IN HALF. PHOTO 27—31.
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	ALL O.K.
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc.	MAJOR DAMAGE TO THE RIGHT FRONT WHEEL AREA. BENT TIE ROD, BROKEN AXLE. BROKEN CONTROLS ARMS AND LINKAGE.
Strut attachments, springs intact; control arms properly attached, deformed, broken, account at a Boar away bors	REAR SUSPENSION HAD NO DAMAGE AT TIME OF INSPECTION.

Customer's Name: Vehicle Brand:

CHEVROLET Model:

Inspection Date: COBALT

9/22/08

File #

71-660884472 Model: VIN:

1G1AK52F357

F357

. 92	
trailing arms properly attached	
and undamaged. LR	
ALL O.K.	
Strut attachments, springs	RIGHT FRONT CONTROL ARM BROKEN.
intact; control arms properly	
attached, deformed, broken,	
scraped, etc. RR	
Rear axle assembly-deformed,	ALL NORMAL
signs of impact, properly	
located, etc.	
Deformation to the frame	RIGHT FRONT FRAME IS BENT.
Describe and photograph	RIGHT FRONT AXLE IS BROKEN OFF.
evidence of axle/ suspension/	MOIT INOM AND DIVOKEN OF I
tire contact with frame, body or	
•	
components	MAIN MARAOT WAS TO THE RIGHT ERONT WHEEL AREA
Describe and photograph	MAIN IMPACT WAS TO THE RIGHT FRONT WHEEL AREA.
contact of the under- carriage	
with the road surface (road,	
shoulder, curb, or grass)	
Stability Enhancement	CDR DOWN LOAD IS ATTACHED TO REPORT.
system/components-check for	
codes with Tech II	
Engine (normal, other)-Obtain	ENGINE STARTED AND HAD NORMAL OPERATION.
codes using a Tech II.	
Electrical (normal, other)	ALL NORMAL.
Warning lights/messages	ALL DASH LIGHTS WERE ACTIVE. THE DASH BRAKE LIGHT STAYS ON. NO
displayed? Describe and obtain	BRAKE FLUID IN MASTER CYLINDER. THE RIGHT FRONT BRAKE LINE WAS
codes using a Tech II	TORN OFF LINES.
Anything components missing?	NONE
Other	NONE

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".

NO ROAD TEST WAS POSSIBLE. THE RIGHT FRONT WHEEL SUSPENSION AXLE AND CONTROLS ARM ARE BROKEN OFF.

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. N/A

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

#### **TIRE AND WHEEL INSPECTION**

Customer's Name: Vehicle Brand:

CHEVROLET Model: Inspection Date:

9/22/08

71-660884472 File #

VIN:

1G1AK52F357

**COBALT** 

#### 1. IDENTIFICATION:

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	(Goodyear)	(Eagle GA)	(P205/70R15)	<u>(psi)</u>	32nds of inch	
LF	<b>GOODYEAR</b>	<u>GA</u>	P19570R14	<u>32</u>	<u>4/32</u>	SSP1156
RF	SAME	SAME	SAME	<u>32</u>	<u>4/32</u>	SAME
LR	SAME	SAME	SAME	<u>30</u>	<u>5/32</u>	SAME
RR	SAME	SAME	SAME	<u>31</u>	<u>5/32</u>	SAME

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 NORMAL

RF RIGHT FRONT TIRE AND RIM DAMAGED. THE RIM IS BENT INWARD TIRE HAS BEEN DAMAGED. .PHOTO # 26-37-38

LR	<u>NO</u>	RN	<u> 1AL</u>

RR

NORMAL\_

2. TIRE PLACARD DATA:

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

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

P 195 70 R 14 **TIRES** 34 34 SPARE TIRE T 115/70D 14 <u>55</u> 60

SITE INSPECTION Section 7

#### 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 (quard 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.

Customer's Name: Vehicle Brand:

**Inspection Date:** 

9/22/08

File #

**CHEVROLET** Model: **71-660884472** VIN:

COBALT

1G1AK52F357

Photograph the scene and property if involved.

Comments:

NO SITE INSPECTION

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)

□ Data Downloads □ Other Records

### EAA Inspection Request - Austin

Date: 9/9/08 **Vehicle Information** TO: EAA VIN#: 1G1AK52F357 EAA/SPX Field Coordinator Year/Make: 2005 Chevrolet Phone: 313-768-2147 Model: Cobalt Fax: 313-768-2266 Contact's Name: **Rocky Pintavelle** Email: eaafc@servicesolutions.spx.com **Contact's Number: (804) 320-8000 Vehicle Location: Whitlow Chevrolet** From: Mark Valverde 9701 Midlothian Pk PAR Customer Relations Mgr Richmond VA 23235 If located at a Salvage/Auction Yard: Email: Mark\_Valverde@gmexpert.com Ins. Adj. Name: Phone: 800-231-1841 ext.11215 Phone #: Fax: 866-480-3630 Claim or Salvage ID #: Mailing Address: **GM PAR Investigations Claimant Information** 7401 E. Ben White PAR File #: 71-660884472 **Austin, TX 78741 Claimant Name: Claimant Home #: Claimant Work #:** Claimant Cell #: Address: Richmond, VA **Required Actions:** igwedge Advise PAR CRM via voicemail/email of inspection date. **Repair Estimate Required** Review All PAR File information Contact PAR CRM After Inspection Please Use Form(s): Restraint-SIR/Seatbelts Accelerator/Throttle Control Seats Brake/ABS/TCS/VSES **Side Impact Power Sliding Door** ✓ Steering/Suspension/Tires/Wheels **Inadvertent Deployment** OnStar Engine Exhaust/Odor Transmission/Transaxle OTHER: **Thermal Events Engine Stalling** Special Instructions: Obtain Fire/Police Report **Interview Owner?** ⊠ Yes Vetronix Requested No Other (define) Investigations can only be rushed if e-mailed by one of the following: RUSH (Name of Team Manager or Ops Mgr Approving the Rush): **EAA Internal Use Only** Date E-Mailed to SA: 09/09/08 THANKS, Tom To: SA: Curtis Cook From: EAA Field Coordinator Due Date: 09/18/08 **EAA SA Use Only** X YES Case Acceptance/Investigation: Please acknowledge acceptance of this case promptly by phone, fax or email. Date Report Faxed/Emailed to CRM: 9/24/08

GM/PAR Confidential Rev 3/20/06

GM/PAR Confidential Rev 3/20/06

# PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name: Inspection Date: 9/22/08

 Vehicle Brand:
 CHEVROLET
 Model:
 COBALT

<u>File # 71-660884472 VIN: 1G1AK52F357</u>

#### Inspector TOM SAMUELS

Number of Rolls DIGITAL

#### Roll Number 37

Neg.#	Description
0	2005 CHEVROLET COBALT. ALLEGED FAILED FRONT END AXLE
1.	View of the right front end.
2.	A close up view of the right front wheel damage.
3.	View of the front end from the center.
4.	View of the left front.
5.	View of the rear end.
6.	View of the rear license plate.
7.	View of the right side from the rear.
8.	View of the door information label.
9.	<u>Deleted</u>
10.	View of the interior from the left side.
11.	View of the interior from the right side.
12.	View of the engine area from the left side.
13.	View of the engine area from the center.
14.	View of the brake master cylinder fluid check. EMPTY.
15.	View of the seat belt buckle test.
16.	View of the seat belt latch and head restraint.
17.	View of the brake pedal pressure test. Pedal went to floor.
18.	A close up view of the active dash lights. Brake light on.
19.	View of the speedometer area.
20.	View of the safety sun visor label.
21.	View of the center gearshift area.
22.	View of the right front wheel—[ jacked up.].
23.	View of the damaged right front wheel area.
24.	View of the broken axle and steering linkages.
25.	View of the right front bent tie rod.
26.	View of the damaged brake rotor, bent wheel rim and tie rod end.
27,	View of the broken steering arm and linkage.
28.	View of the broken axle.
29.	A close up view of the broken axle and hub.
30.	View of broken steering controls.
31.	View of the broken linkage.
32.	View of the broken control arm.
33.	Front view of the broken right front-end steering area.
34.	View of broken brake lines axle and steering controls.
35.	Another view of the damaged right front wheel area.
36.	View of the broken axle.
37.	View of the damaged right front wheel.
38.	View of the bent wheel area.

















DATE 01/05

3768 LB 1709 KG MFD BY GENERAL MOTORS CORP

GVWR

GAWR FRT 1962 LB 890 KG

819 KG

GAWR RR

1806 LB

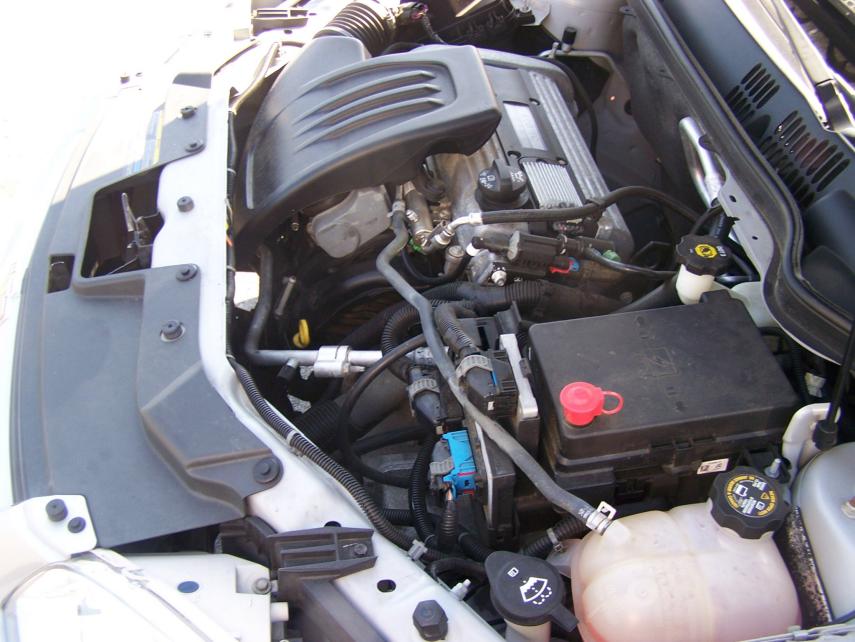
THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY, BUMPER, AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

1G1AK52F357

TYPE: PASS CAR

















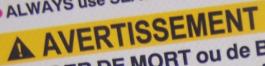




## **WARNING**

## DEATH or SERIOUS INJURY can occur.

- Children 12 and under can be killed by the air bag.
- The BACK SEAT is the SAFEST place for children.
- NEVER put a rear-facing child seat in the front.
- Sit as far back as possible from the air bag. ALWAYS use SEAT BELTS and CHILD RESTRAINTS.

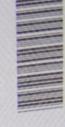


## DANGER DE MORT ou de BLESSURES GRAVES.

- Le sac gonflable peut tuer les enfants de 12 ans et moins.
- Le SIÈGE ARRIÈRE est l'endroit LE PLUS SÛR pour les enfants. • NE JAMAIS placer à l'avant un dispositif de protection pour

  - S'asseoir aussi loin que possible du sac gonflable.
  - TOUJOURS utiliser les CEINTURES DE SÉCURITÉ et les DISPOSITIFS DE
    - PROTECTION POUR ENFANT. Printed in U.S.A.































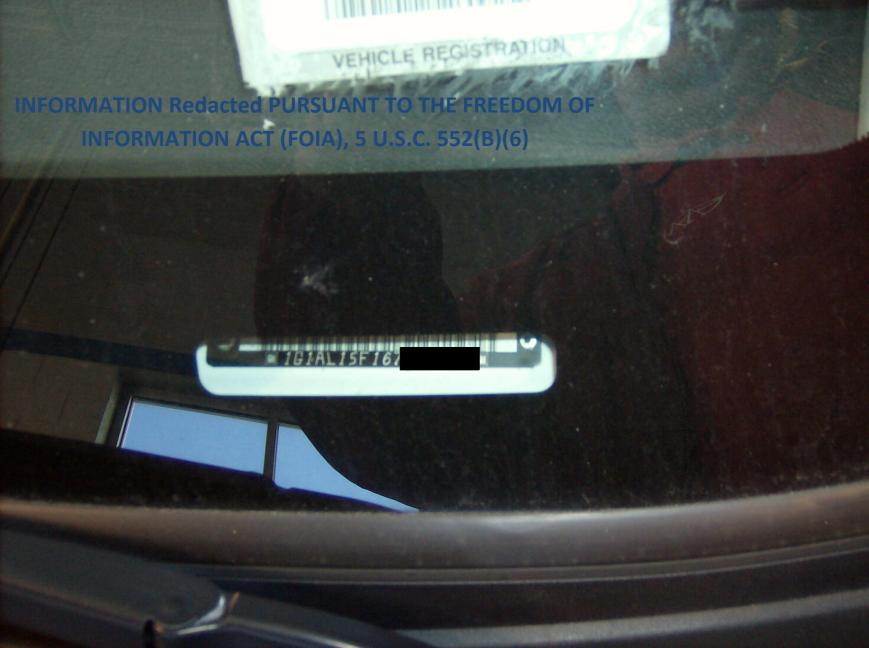






































## **CDR File Information**

Vehicle Identification Number	1G1AL15F1676
Investigator	EDWARD LAPOSTA
Case Number	71-662836647
Investigation Date	Monday, October 6 2008
Crash Date	Thursday, September 11 2008
Filename	1G1AL15F167639236.CDR
Saved on	Monday, October 6 2008 at 03:48:27 PM
Collected with CDR version	Crash Data Retrieval Tool 3.09
Reported with CDR version	Crash Data Retrieval Tool 3.09
EDR Device Type	airbag control module
Event(s) recovered	None

## **Data Limitations**

### SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event, and then the Deployment Level Event will overwrite the Non-Deployment Event file.

#### SDM Data Limitations:

- -SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.
- -Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.
- -Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
- -SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.
- -Brake Switch Circuit Status indicates the status of the brake switch circuit.
- -Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.
- -Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".
- -The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.
- -If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.
- -The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.
- -Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

#### SDM Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's





communication network.

-The Belt Switch Circuit is wired directly to the SDM.





# **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

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\$02	\$01	00	00	00	00	58	00	00	
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\$06  08  0A  10  13  0A  90  11	\$04	02	00	00	00	00	00	00	
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1G1AL15F167



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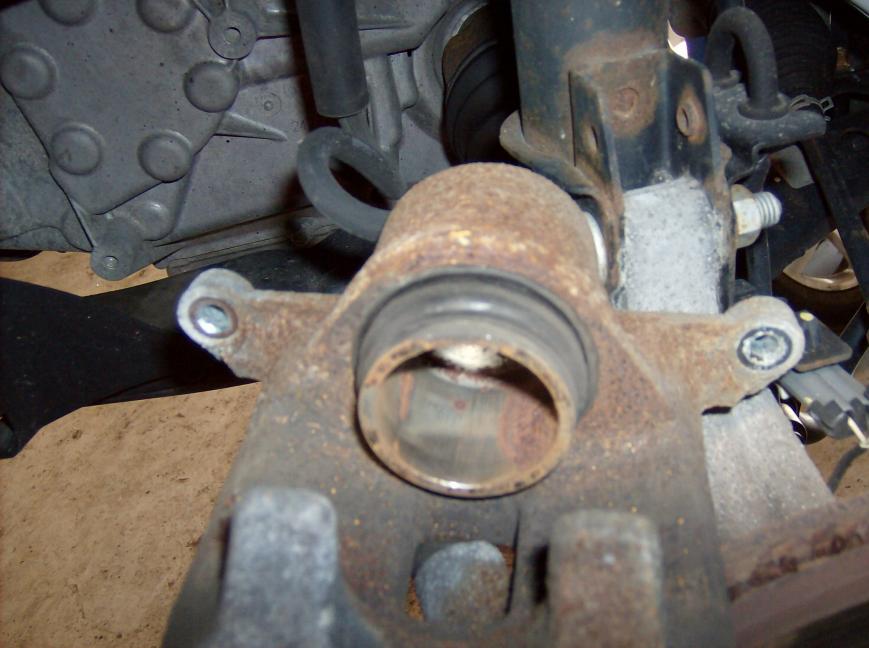
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$04 01 02 03 04
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$14 01 5A 74 02
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    33 19 2A B4 E6 87 91 9A
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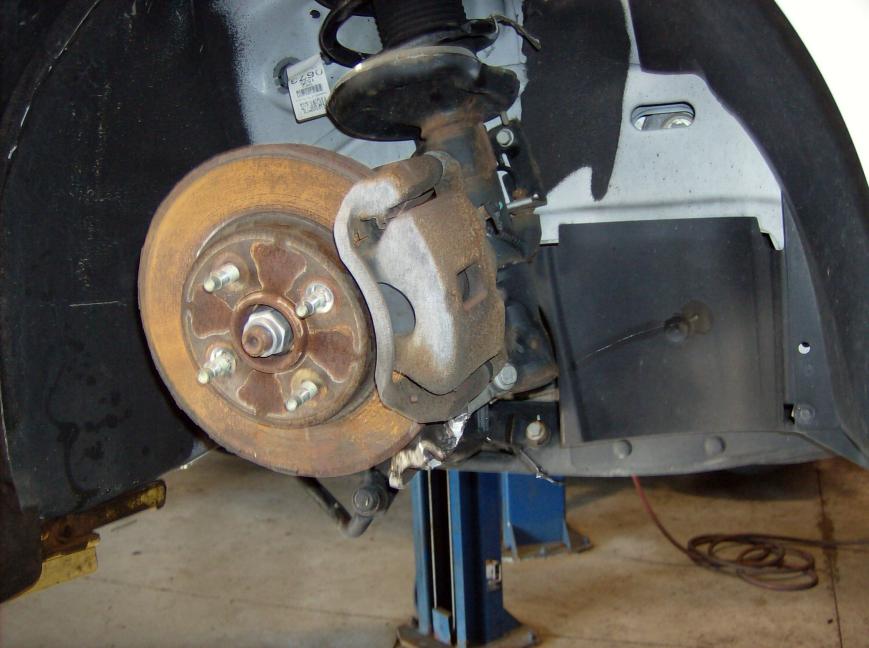




























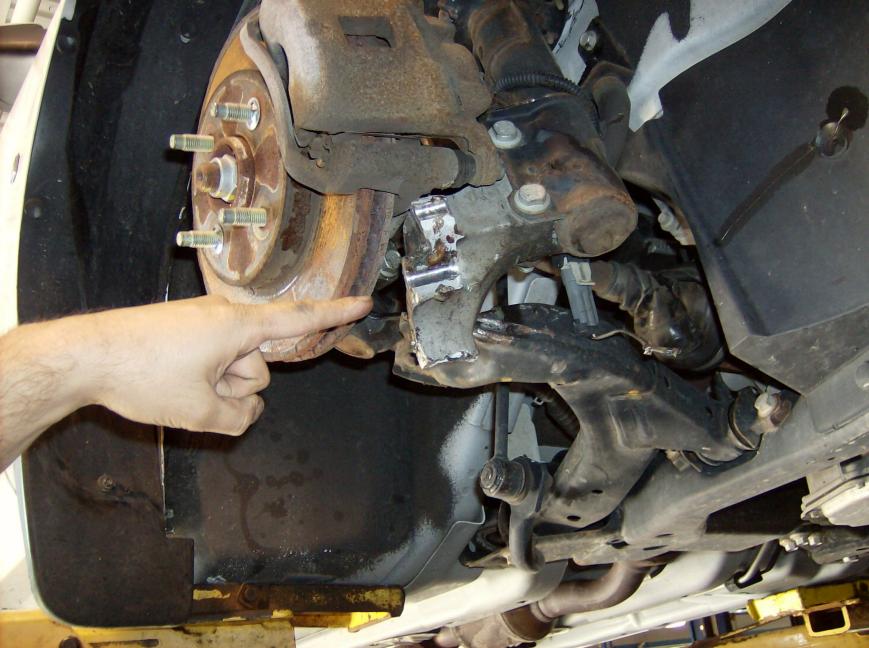










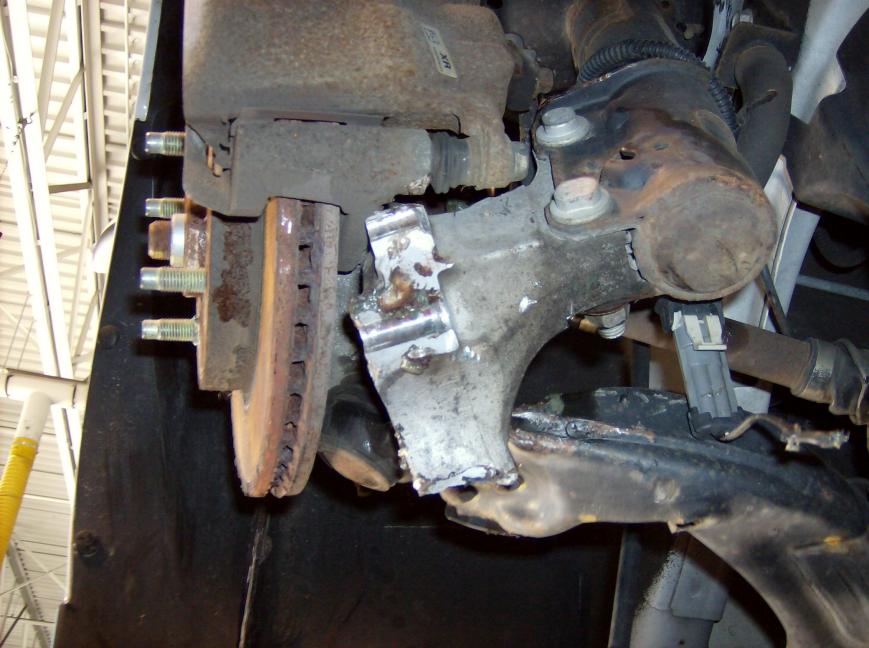






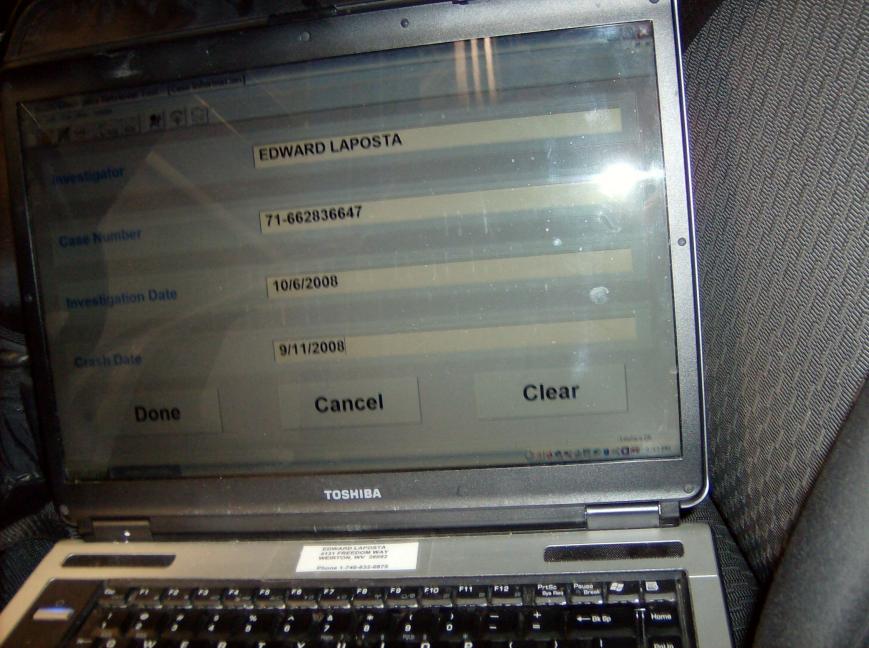
























<u>Customer's Name:</u> <u>Vehicle Brand:</u>

Chevrolet 71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

Mileage at Inspection: 26305

File #:

<u>Inspection Location:</u> Bob Johnson Chevrolet, Inc.

1271 Ridge Road West Rochester, NY 14615 Phone: 585-663-4040

<u>Inspector's phone number:</u> **740-632-0875** <u>Inspected By:</u> **EDWARD J LAPOSTA** 

Section 1

#### **INSPECTION SUMMARY**

BRIEFLY Describe the customer's ALLEGATION below:

Driver/Owner alleges the following: I was driving my vehicle on Publishers Parkway, Rochester, NY and turning to the left onto 5 Mile Road. I heard a snap and the steering pulled to the right and I lost control of the vehicle. I could not pull back to get control of the vehicle and hit a curb on the right side of the road.

Following the inspection, summarize the facts and observations: (Additional cmts may be placed in section 9)

The right front wheel and tire are scraped around the wheel rim and there are two one inch pieces of the tire side wall cut out at the wheel rim area (photos 34 and 35). The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46). The tread on the front tires is worn down to the wear indicator at 3/32 inch. The rear ties have 6/32 inch tread left.

There is no visible damage to the engine compartment or rest of the under carriage of the vehicle. All other steering components are in place and connected. The steering wheel rotates lock to lock. There are no visible scrapes, abrasions or signs of contact with the rest of the linkage. There are no visible leaks at steering rack and pinion. There is no visible damage to the boots on the steering rack or contact by foreign objects. The steering column, ignition switch and intermediate shaft are tight and there are no loose connections. The steering column unlocks with ignition key correctly. All steering column fasteners are clean and tight. The power steering assist assembly and connections are clean and tight. All attachments to the struts and suspension are secure and proper.

The accelerator pedal, cruise control system and wiring are properly routed and work easily and return at rest. The right front brake line is broken at the outer fitting. The service brake system on the vehicle does not hold the vehicle while in gear. All other brake lines are properly routed and there are no other leaks in the system. The master cylinder is low on fluid. Brake pedal falls to floor. The brake pedal operates easily and is not bound or sticking. The park brake system was tested with transmission in forward and reverse and the park brake held vehicle in all gears. All park brake cables and controls are operational and the cables are adjusted and routed correctly.

There is no visible damage to the windshield, front or rear side glass or rear glass. There is no visible damage to the frame or engine mounts/crossmembers. This vehicle has no current record of outstanding campaigns. Vetronix CDR data was downloaded and is attached.

{		
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<b>{</b>		
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{		

Customer's Name:
Vehicle Brand:

If there was a collision:

the time of the incident.

Describe extent of any injuries to the Driver: Driver

File #:

Chevrolet 71-662836647

Inspection Date: 10/6/2008

Model:

was not injured in the incident.

2006 Cobalt

<u>VIN:</u> 1G1AL15F167

Section 2	IN	TERVIEW - INCIDENT [	DETAILS	
Obtain all of the informa	ation for this sec	tion from the Driver/Cla	aimant	
Provide a complete des	cription of the in	ncident according to the	e DRIVER / CLAIMANT	
Interview date: 9/30/ Was a police/fire depart Provide driver/claimant's of other vehicles involved may be placed in section 9) Driver/Owner and turning to the left of control of the vehicle. I of road. The weather was s Rochester, NY for 10 mi Mile road at 5 MPH. I he of the road and the from stop and I got out and s had the vehicle towed to	states the formation of the states and 7 miles and a loud snap at the states the right of Bob Johnson Comment of the states and the states and the states and the states of Bob Johnson Comment of the states and the states and the states and the states are states are states and the states are states are states are states and the states are states are states are states are states are states and the states are	dent. If there was a collisects contacted and the secondacted and the secondacted and the secondacted and the ack to get control of the ack to get control and had my seat be at 60 MPH. I dropped and lost steering control the concrete curb of the concrete curb of the the concrete curb of the c	Incident Date and Time: 9/11/2008 sion, describe all collision events; includequence in which they were contacted.  my vehicle on Publishers Parkway, a steering pulled to the right and I lost evehicle and hit a curb on the right selt on. I was traveling on Publishers I my children off at school and I turn ol of the vehicle. The vehicle went on the right side of the road. The vehicle as damaged and a chunk of the tire of the vehicle and the no other occupants in the vehicle and	(Additional cmts  Rochester, NY st steering side of the Parkway, ted left onto 5 ff the right side icle came to a was missing. I to repair the
		n (include name, gender, 3", no disabilities.	, height, weight, & disabilities ):	

Describe where other occupants were seated & extent of any injuries: There were no other occupants in the vehicle at

What was the exact location of the incident: Pulling out of a parking lot turning left onto 5 Mile road in Rochester, NY.

Customer's Name:

Vehicle Brand:
File #:

Chevrolet
71-662836647

curb on the right side of the road.

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> 1G1AL15F167

Driving conditions at the time of the incident:
Weather conditions & Visibility: Clear and Dry Approximate Temp (°F): 70
Road Surface:
Road Condition:
Shoulder Curb : Concrete Asphalt Gravel Crushed rock Dirt
Shoulder/Curb Condition: Dry
Posted Speed Limit 35
Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.) No objects in the road.
Length of Drive Prior to incident:
Total Time (hrs. & mins.): 10 minutes Distance (miles): 7 miles
Estimate of vehicle speed 5 mph Source of est. <b>Driver</b>
·
Estimated vehicle speed at impact: 5 mph Source of estDriver  (Do Not report speed information from the Vetronix data here)
(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: Driver Anne Falcone alleges she heard a snap noise under the vehicle and then lost steering control of the vehicle.         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? $\square$ Yes $\square$ No If "Yes", get the details and describe the event(s).
Has the vehicle behavior noted during this incident ever been noted prior to this incident? $\square$ Yes $\square$ No If "Yes", get the details and describe the event(s).
Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual noises smoke or steam observed. <b>No warning lights illuminated, no messages on driver information panel, no unusual noises, smoke or steam observed.</b>
Describe any evasive action:
Describe cargo (in the vehicle interior, trunk and/or trailer (if any):_None  Estimated total weight of cargo:_{
If a trailer was being towed, photograph the hitch structure, both on the trailer and towing vehicle.
Did the vehicle leave the roadway?:   Yes  No Describe: Driver/Owner Anne Falcone alleges she was pulling out of a parking lot and turned to the left onto 5 Mile Road in Rochester, NY. She lost control of the vehicle and hit a

Customer's Name:

Vehicle Brand:
File #:

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Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

How was the vehicle transported from the incident site to the present	location? Tow Truck
Additional comments concerning the incident:_None {	
Section 3 INTERVIEW - VEHICLE HIS	TORY
Source of information (name, address, phone number, & relationship Rochester, NY Phone:	), if other than claimant:
Comments: (Additional cmts may be placed in section 9) None	
Did the owner purchase the vehicle new? $\boxtimes$ Yes $\square$ No Date <b>7/17</b>	7/2006 Used? ☐ Yes ⊠ No Date
VEHICLE MODIFICATIONS / ALTERATIONS  Are any vehicle modifications or alterations present, and has any after (e.g., objects attached to the steering wheel or instrument panel, commodified body, electrical components, powertrain, wheels or tires, after there are no visible modifications/alterations or after-market equations.	trols for disabled persons, shock absorbers, springs, er-market seats, etc) <u>Describe:</u>
VEHICLE REPAIR / SERVICE HISTORY  Prior electrical system service? ☑ No ☐ Yes If yes, describe:	{
Prior collision repair? ⊠ No ☐ Yes If yes, describe:	{
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 was If yes, describe:_{	arranty or dealership history files)? No Yes

Customer's Name: Vehicle Brand:

File #:

Chevrolet 71-662836647

Inspection Date:

10/6/2008

M<u>odel:</u> VIN: **2006 Cobalt** 

1G1AL15F167

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:

There is no visible damage to the exterior of the vehicle. There is no visible damage to the windshield, front or rear side glass or rear glass.

<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.

The right front wheel and tire are scraped around the wheel rim and there are two one inch pieces of the tire side wall cut out at the wheel rim area (photos 34 and 35). The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46). The tread on the front tires is worn down to the wear indicator at 3/32 inch. There is no visible damage to the frame or engine mounts/crossmembers.

There is no visible damage to the engine compartment or under carriage of the vehicle. All other steering components are in place and connected. There are no visible scrapes, abrasions or signs of contact with the steering linkage. There are no visible leaks at steering rack and pinion. There is no visible damage to the boots on the steering rack or contact by foreign objects. The steering column, ignition switch and intermediate shaft are tight and there are no loose connections. All steering column fasteners are clean and tight. The power steering assist assembly and connections are clean and tight. All attachments to the struts and suspension are secure and proper. There is no visible damage to the frame, suspension, brake and fuel lines and engine mounts/crossmember.

The right front brake line is broken at the outer fitting. The service brake system on the vehicle does not hold the vehicle while in gear. All other brake lines are properly routed and there are no other leaks in the system. The master cylinder is low on fluid. Brake pedal falls to floor. The brake pedal operates easily and is not bound or sticking. The park brake system was tested with transmission in forward and reverse and the park brake held vehicle in all gears. All park brake cables and controls are operational and the cables are adjusted and routed correctly.

Customer's Name: Vehicle Brand:

File #:

Chevrolet 71-662836647

Inspection Date:

10/6/2008 Model: 2006 Cobalt

VIN: 1G1AL15F167

#### **CORNER ASSEMBLIES**

Ball joints Tire/wheel assemblies Struts/shocks **Springs** Steering knuckles

Control arms Axle assemblies

Comments: The right front wheel and tire are scraped around the wheel rim and there are two one inch pieces of the tire side wall cut out at the wheel rim area (photos 34 and 35). The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46). The tread on the front tires is worn down to the wear indicator at 3/32 inch.

**UNDERHOOD** 

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

Brake fluid level and condition

No visible damage in the engine compartment. Brake fluid is low. This vehicle is equipped with electronic power steering assist and all components of the system are intact and operational, mounting and clamps are clean and

**GENERAL OBSERVATIONS** 

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

Comments:

No visible aftermarket equipment or vehicle modifications.

### PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION

STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS

Customer's Name:<br/>Vehicle Brand:Anne Falcone<br/>ChevroletInspection Date:<br/>Model:10/6/20082006 Cobalt

File #: 71-662836647 VIN: 1G1AL15F167639236

Section 5

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

**INTERIOR** 

Instrument panel Odometer

Controls Steering wheel and column

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

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

Personal items/cargo

INTERIOR INSPECTION (Describe any damage and photograph)
There is no visible damage to interior. The odometer and instrument panel controls are operational. There is no
visible damage to the steering wheel and column.
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#### Section 6 STEE

#### STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

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

Customer's Name: Vehicle Brand:

<u>File #:</u>

Chevrolet 71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

ITEM	OBSERVATIONS/TEST RESULTS
I I EIVI	OBSERVATIONS/TEST RESULTS
Steering system-Are all components in place and connected in a normal manner? Can the steering wheel be rotated lock to lock with appropriate movement of the front wheels. Is there any binding, sticking or uneven feel?	The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). All other steering system components are in place and connected. The steering wheel rotates lock to lock.
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	All steering linkage is tight and no loose connections. No visible scrapes, abrasions or signs of contact with any other linkage.
Gear/rack and pinion-Any sign of leakage, damage to boots on the rack, contact by foreign objects?	No visible leaks at steering rack and pinion. No visible damage to boots on rack or contact by foreign objects.
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	Steering column, ignition switch and intermediate shaft tight and no loose connections. Column unlocks with ignition key correctly. Steering column fasteners clean and tight.
Steering pump, drive, hoses, connections, flow, pressure. If possible, start the engine and rotate the steering wheel lock to lock. Is power assist normal? If not, it may be necessary to check pressure and flow.	This vehicle has electronic power steering assist and all connections are clean and tight. Steering wheel rotates lock to lock.
PS fluid level and condition- Color, contamination, odor	This vehicle has electronic power steering assist.
Steering knuckle-All attachments secure and proper?	The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46). All attachments to the left steering knuckle are secure and proper.
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	LF strut attachments, springs and control arms intact and properly attached, no scrapes or deformities.
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc.	The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46).

Customer's Name:

Vehicle Brand:
File #: 71-6

Chevrolet 71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> 1G1AL15F167

Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc Rear sway bars, trailing arms properly attached and undamaged.	LF strut attachments, springs and control arms intact and properly attached, no scrapes or deformities.
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR	RR attachments, springs, control arms and rear sway bars intact and properly attached, no scrapes or deformities.
Rear axle assembly-deformed, signs of impact, properly located, etc.	No signs of impact to rear axle assembly. Rear axle properly located.
Deformation to the frame	No visible deformation of frame.
Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components	No visible evidence of axle/suspension or tire contact with the frame.
Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass)	No visible evidence of contact of the under carriage with the road surface, road shoulder, curb or grass.
Stability Enhancement system/components-check for codes with Tech II	Not available.
Engine (normal, other)-Obtain codes using a Tech II.	No engine or drive train active or stored Tech II codes.
Electrical (normal, other)	No electrical Tech II codes.
Warning lights/messages displayed? Describe and obtain codes using a Tech II	No warning lights/messages displayed or Tech II codes.
Anything components missing?	No visible components missing.
Other	None

If the vehicle is drivable, 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".

The vehicle is not drivable. The Park brake system is operational. All Park brake cables and controls are operational and the cables are adjusted and routed correctly.

<u>Customer's Name:</u> <u>Vehicle Brand:</u>

File #:

Chevrolet 71-662836647

Inspection Date:

10/6/2008

M<u>odel:</u> VIN: 2006 Cobalt



The safety belt emergency locking system was tested for the driver and passenger belts. The driver and passenger belts were rapidly pulled from their retractors and each belt locked and held tension. On release of tension, each belt retracted into the retractor cover smoothly and quickly. The driver and passenger seat belt buckles latched easily and firmly and released easily. The seat belt webbing was not stressed or stretched and there were no visible witness marks on the belt webbing.

**{**\_\_\_\_\_\_\_

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. **This vehicle is not equipped with ABS system.** 

Inspect the system wiring, connections and components for damage. Note if the damage was the result of the incident. **This vehicle is not equipped with ABS system..** 

#### TIRE AND WHEEL INSPECTION

#### 1. IDENTIFICATION:

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	(Goodyear)	(Eagle GA)	(P205/70R15)	<u>(psi)</u>	32nds of inch	
LF	Michelin	Energy XSE	P205/55R16	<u>28</u>	<u>3/32</u>	B9WCC9AX1905
RF	Michelin	Energy XSE	P205/55R16	<u>30</u>	332	B9WCC9AX1905
LR	Michelin	<b>Energy XSE</b>	P205/55R16	<u>30</u>	6/32	B9WCC9AX1905
RR	Michelin	Energy XSE	P205/55R16	<u>29</u>	6/32	B9WCC9AX1905

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 No visible damage to LF wheel or tire.

RF The right front wheel and tire are scraped around the wheel rim and there are two one inch pieces of the tire side wall cut out at the wheel rim area (photos 34 and 35).

LR No visible damage to LR wheel or tire

RR No visible damage to RR wheel or tire.

Customer's Name:

Vehicle Brand:
File #:

Chevrolet
71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

#### 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 **P205/55R16** 30 35

SPARE TIRE N/A

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...
- ldentify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.
- Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

Photograph the scene and property if involved.

Comments:			
Comments: Site not available.			
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#### 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.

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Customer's Name:
Vehicle Brand:
C

<u>File #:</u>

Chevrolet 71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

Section	9 OTHER REPORT INFORMATION			
Ш	neck here if there was evidence of a "Fire-Related" event. cording to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. e term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or holdering, but does not include events and phenomena associated with a normally functioning vehicle, such as mbustion of fuel within an engine or exhaust from an engine.			
	nents: (Check all that apply) tographs 🖂 Data Downloads 🔲 Other Records			

# PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name:Inspection Date:10/6/2008Vehicle Brand:ChevroletModel:2006 Cobalt

File #: 71-662836647 VIN: 1G1AL15F167

#### Inspector EDWARD J LAPOSTA

**Description** 

Number of Rolls DIGITAL

#### Roll Number DIGITAL

Neg.#

1109.11	<u>200011911011</u>
0	<u>0 VIN PLATE</u>
1.	1 VIN LABEL
2.	<u>2 ODOMETER</u>
3.	3 FRONT EXTERIOR
4.	4 LF EXTERIOR
5.	<u>5 L EXTERIOR</u>
6.	<u>6 LR EXTERIOR</u>
7.	<u>7 REAR EXTERIOR</u>
8.	8 RR EXTERIOR
9.	9 R EXTERIOR
10.	10 RF EXTERIOR
11.	11 LEFT FRONT INTERIOR
12.	12 RIGHT FRONT INTERIOR
13.	13 LEFT REAR INTERIOR
14.	14 RIGHT REAR INTERIOR
15.	15 WINDSHIELD
16.	<u>16 DASH-RIGHT</u>
17.	17 STEERING WHEEL
18.	18 ACCELERATOR AND BRAKE PEDALS
19.	19 FUSE PANEL-ENGINE COMPARTMENT
20.	20 BRAKE CALIPER AND ROTOR-LEFT FRONT
21.	21 BRAKE CALIPER-LEFT FRONT
22.	22 BRAKE PADS-LEFT FRONT
23.	23 BRAKE CALIPER AND ROTOR-RIGHT FRONT
24,	24 SEAT BELT-LEFT FRONT
25.	25 SEAT BELT-RIGHT FRONT
26.	26 FENDER-RIGHT FRONT
27.	27 BRAKE MASTER CYLINDER
28.	28 BRAKE MASTER CYLINDER CAP
29.	29 BRAKE SHOES-RIGHT REAR
30.	30 ENGINE-FRONT
31.	31 ENGINE-LEFT
32	32 ENGINE-RIGHT
33.	33 WHEEL CYLINDER-RIGHT REAR

## PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name:Inspection Date:10/6/2008Vehicle Brand:ChevroletModel:2006 Cobalt

<u>File #:</u> 71-662836647 <u>VIN:</u> 1G1AL15F167

34 WHEEL AND TIRE-RIGHT FRONT DAMAGED

35 WHEEL AND TIRE-RIGHT FRONT DAMAGED

36 STEERING SPINDLE-RIGHT FRONT DAMAGED

37 STEERING SPINDLE-RIGHT FRONT DAMAGED

38 LOWER CONTROL ARM-RIGHT FRONT LOWER DAMAGED

39 LOWER CONTROL ARM-RIGHT FRONT LOWER DAMAGED

40 RIGHT FRONT STRUT BENT

41 WHEEL AND TIRE-RIGHT FRONT DAMAGED

42 WHEEL AND TIRE-RIGHT FRONT DAMAGED

43 VETRONIX CDR

44 VETRONIX CDR

45 RIGHT FRONT AXLE DAMAGED

**46 RIGHT FRONT AXLE DAMAGED** 





#### **CDR File Information**

Vehicle Identification Number	1G1AL15F167
Investigator	EDWARD LAPOSTA
Case Number	71-662836647
Investigation Date	Monday, October 6 2008
Crash Date	Thursday, September 11 2008
Filename	1G1AL15F167639236.CDR
Saved on	Monday, October 6 2008 at 03:48:27 PM
Collected with CDR version	Crash Data Retrieval Tool 3.09
Reported with CDR version	Crash Data Retrieval Tool 3.09
EDR Device Type	airbag control module
Event(s) recovered	None

#### **Data Limitations**

SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event, and then the Deployment Level Event will overwrite the Non-Deployment Event file.

#### SDM Data Limitations:

- -SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.
- -Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.
- -Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
- -SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.
- -Brake Switch Circuit Status indicates the status of the brake switch circuit.
- -Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.
- -Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".
- -The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.
- -If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.
- -The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.
- -Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

#### SDM Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's





communication network.

-The Belt Switch Circuit is wired directly to the SDM.





### **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

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   41 4A 01 02 03 04 52 45 41 32 30 32 33 30 30 30
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$14 01 5A 74 02
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   31 41 FA FA FA FA FA
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    32 41 FA FA FA FA FA
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   F0 C4
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1G1AL15F167
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<u>Customer's Name:</u> <u>Vehicle Brand:</u>

Chevrolet 71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

Mileage at Inspection: 26305

File #:

<u>Inspection Location:</u> Bob Johnson Chevrolet, Inc.

1271 Ridge Road West Rochester, NY 14615 Phone: 585-663-4040

<u>Inspector's phone number:</u> **740-632-0875** <u>Inspected By:</u> **EDWARD J LAPOSTA** 

Section 1

#### **INSPECTION SUMMARY**

BRIEFLY Describe the customer's ALLEGATION below:

Driver/Owner alleges the following: I was driving my vehicle on Publishers Parkway, Rochester, NY and turning to the left onto 5 Mile Road. I heard a snap and the steering pulled to the right and I lost control of the vehicle. I could not pull back to get control of the vehicle and hit a curb on the right side of the road.

Following the inspection, summarize the facts and observations: (Additional cmts may be placed in section 9)

The right front wheel and tire are scraped around the wheel rim and there are two one inch pieces of the tire side wall cut out at the wheel rim area (photos 34 and 35). The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46). The tread on the front tires is worn down to the wear indicator at 3/32 inch. The rear ties have 6/32 inch tread left.

There is no visible damage to the engine compartment or rest of the under carriage of the vehicle. All other steering components are in place and connected. The steering wheel rotates lock to lock. There are no visible scrapes, abrasions or signs of contact with the rest of the linkage. There are no visible leaks at steering rack and pinion. There is no visible damage to the boots on the steering rack or contact by foreign objects. The steering column, ignition switch and intermediate shaft are tight and there are no loose connections. The steering column unlocks with ignition key correctly. All steering column fasteners are clean and tight. The power steering assist assembly and connections are clean and tight. All attachments to the struts and suspension are secure and proper.

The accelerator pedal, cruise control system and wiring are properly routed and work easily and return at rest. The right front brake line is broken at the outer fitting. The service brake system on the vehicle does not hold the vehicle while in gear. All other brake lines are properly routed and there are no other leaks in the system. The master cylinder is low on fluid. Brake pedal falls to floor. The brake pedal operates easily and is not bound or sticking. The park brake system was tested with transmission in forward and reverse and the park brake held vehicle in all gears. All park brake cables and controls are operational and the cables are adjusted and routed correctly.

There is no visible damage to the windshield, front or rear side glass or rear glass. There is no visible damage to the frame or engine mounts/crossmembers. This vehicle has no current record of outstanding campaigns. Vetronix CDR data was downloaded and is attached.

Customer's Name: Vehicle Brand:

<u>File #</u>:

Chevrolet 71-662836647

Inspection Date: 10/6/2008

**2006 Cobalt** Model:

VIN: 1G1AL15F167

Santian S	•

#### **INTERVIEW - INCIDENT DETAILS**

Obtain all of the information for this section from the Driver/Claimant

Provide a complete	e description of the in	<u>ncident accordin</u>	g to the DRIVER / CLAIMANT	
Interview mode: Interview date:		☐ In Person	Incident Date and Time: 9/11/2008	7:15 AM
	epartment report obta	ained? 🗌 Yes	⊠ No	
Provide driver/claima	ant's description of inc	ident. If there was	a collision, describe all collision events; inclu	de description
			d the sequence in which they were contacted.	
may be placed in section				
Driver/Owner			driving my vehicle on Publishers Parkway, l	
			and the steering pulled to the right and I los ol of the vehicle and hit a curb on the right s	
			seat belt on. I was traveling on Publishers	
			Iropped my children off at school and I turn	
			g control of the vehicle. The vehicle went of	
			curb on the right side of the road. The vehi	
			d tire was damaged and a chunk of the tire w	
			ester, NY to have the steering checked and	
	as not injured in the i	ncident and the	re were no other occupants in the vehicle a	t the time of
the incident.				
<u> </u>				
<u>{</u>				
}				
1				
Driver/other occupar Driver	nt's physical description, female, age 54, 5'3		gender, height, weight, & disabilities ): s.	
If there was a collis	sion:			
Describe extent of a	ny injuries to the Drive	r:_ <b>Driver</b>	was not injured in the incident.	
{		<del>-</del>		
	•	ted & extent of ar	ny injuries: There were no other occupants i	n the vehicle at
the time of the inci	dent.			
<u>{</u>				
1				

What was the exact location of the incident: Pulling out of a parking lot turning left onto 5 Mile road in Rochester, NY.

 Customer's Name:
 Inspection Date:
 10/6/2008

 Vehicle Brand:
 Chevrolet
 Model:
 2006 Cobalt

 File #:
 71-662836647
 VIN:
 1G1AL15F167

Driving conditions at the time of the incident:
Weather conditions & Visibility: Clear and Dry Approximate Temp (°F): 70
Road Surface:
Road Condition:
Shoulder Curb : Concrete Asphalt Gravel Crushed rock Dirt
Shoulder/Curb Condition: Dry
Posted Speed Limit 35
Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.) No objects in the road.
Length of Drive Prior to incident:  Total Time (hrs. & mins.): 10 minutes Distance (miles): 7 miles  Estimate of vehicle speed 5 mph Source of est. Driver  Estimated vehicle speed at impact: 5 mph Source of estDriver  (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: Driver alleges she heard a snap noise under the vehicle and then lost steering control of the vehicle.  Suspension Normal Describe  Brakes Normal Describe Describe {  Engine Normal Describe {  Electrical Normal Describe {  De
Were any warning lights illuminated or driver information center messages displayed? $\square$ Yes $\square$ No If "Yes", get the details and describe the event(s).
Has the vehicle behavior noted during this incident ever been noted prior to this incident? $\square$ Yes $\square$ No If "Yes", get the details and describe the event(s).
Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual noises smoke or steam observed. <b>No warning lights illuminated, no messages on driver information panel, no unusual noises, smoke or steam observed.</b>
Describe any evasive action:
Describe cargo (in the vehicle interior, trunk and/or trailer (if any):_None  Estimated total weight of cargo:_{
If a trailer was being towed, photograph the hitch structure, both on the trailer and towing vehicle.
Did the vehicle leave the roadway?: $\boxtimes$ Yes $\square$ No Describe: <b>Driver/Owner</b> alleges she was pulling our of a parking lot and turned to the left onto 5 Mile Road in Rochester, NY. She lost control of the vehicle and hit a curb on the right side of the road.

Customer's Name:

Vehicle Brand:
File #:

Chevrolet
71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

How was the vehicle transported from the incident site to the present	location? Tow Truck
Additional comments concerning the incident:_None {	
Section 3 INTERVIEW - VEHICLE HIS	TORY
Source of information (name, address, phone number, & relationship Rochester, NY Phone:	), if other than claimant:
Comments: (Additional cmts may be placed in section 9) None	
Did the owner purchase the vehicle new? $\boxtimes$ Yes $\square$ No Date <b>7/17</b>	7/2006 Used? ☐ Yes ⊠ No Date
VEHICLE MODIFICATIONS / ALTERATIONS  Are any vehicle modifications or alterations present, and has any after (e.g., objects attached to the steering wheel or instrument panel, commodified body, electrical components, powertrain, wheels or tires, after there are no visible modifications/alterations or after-market equations.	trols for disabled persons, shock absorbers, springs, er-market seats, etc) <u>Describe:</u>
VEHICLE REPAIR / SERVICE HISTORY  Prior electrical system service? ☑ No ☐ Yes If yes, describe:	{
Prior collision repair? ⊠ No ☐ Yes If yes, describe:	{
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 was If yes, describe:_{	arranty or dealership history files)? No Yes

Customer's Name: Vehicle Brand:

File #:

Chevrolet 71-662836647

Inspection Date:

10/6/2008

Model:

**2006 Cobalt** 

<u>VIN:</u> 1G1AL15F167

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:

There is no visible damage to the exterior of the vehicle. There is no visible damage to the windshield, front or rear side glass or rear glass.

<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.

The right front wheel and tire are scraped around the wheel rim and there are two one inch pieces of the tire side wall cut out at the wheel rim area (photos 34 and 35). The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46). The tread on the front tires is worn down to the wear indicator at 3/32 inch. There is no visible damage to the frame or engine mounts/crossmembers.

There is no visible damage to the engine compartment or under carriage of the vehicle. All other steering components are in place and connected. There are no visible scrapes, abrasions or signs of contact with the steering linkage. There are no visible leaks at steering rack and pinion. There is no visible damage to the boots on the steering rack or contact by foreign objects. The steering column, ignition switch and intermediate shaft are tight and there are no loose connections. All steering column fasteners are clean and tight. The power steering assist assembly and connections are clean and tight. All attachments to the struts and suspension are secure and proper. There is no visible damage to the frame, suspension, brake and fuel lines and engine mounts/crossmember.

The right front brake line is broken at the outer fitting. The service brake system on the vehicle does not hold the vehicle while in gear. All other brake lines are properly routed and there are no other leaks in the system. The master cylinder is low on fluid. Brake pedal falls to floor. The brake pedal operates easily and is not bound or sticking. The park brake system was tested with transmission in forward and reverse and the park brake held vehicle in all gears. All park brake cables and controls are operational and the cables are adjusted and routed correctly.

Customer's Name: Vehicle Brand:

File #:

Chevrolet 71-662836647

Inspection Date:

Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

10/6/2008

Rev 04-19-2004

### **CORNER ASSEMBLIES**

Struts/shocks Ball joints Tire/wheel assemblies
Springs Steering knuckles

Control arms

Steering knuckles

Axle assemblies

Comments: The right front wheel and tire are scraped around the wheel rim and there are two one inch pieces of the tire side wall cut out at the wheel rim area (photos 34 and 35). The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46). The tread on the front tires is worn down to the wear indicator at 3/32 inch.

**UNDERHOOD** 

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

Comments:

No visible damage in the engine compartment. Brake fluid is low. This vehicle is equipped with electronic power steering assist and all components of the system are intact and operational, mounting and clamps are clean and tight.

### **GENERAL OBSERVATIONS**

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

Comments:

No visible aftermarket equipment or vehicle modifications.

Confidential GM/PAR

Customer's Name: Vehicle Brand:

File #:

Chevrolet 71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> 1G1AL15F167

Section 5

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

**INTERIOR** 

Instrument panel Odometer

Controls Steering wheel and column

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

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

Personal items/cargo

<i>INTERIOR INSPECTION</i> (Describe any damage and photograph )
There is no visible damage to interior. The odometer and instrument panel controls are operational. There is no
visible damage to the steering wheel and column.
{
{
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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.

Customer's Name: Vehicle Brand:

File #:

Chevrolet 71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

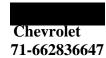
<u>VIN:</u> **1G1AL15F167** 

ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all components in place and connected in a normal manner? Can the steering wheel be rotated lock to lock with appropriate movement of the front wheels. Is there any binding, sticking or uneven feel?	The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). All other steering system components are in place and connected. The steering wheel rotates lock to lock.
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	All steering linkage is tight and no loose connections. No visible scrapes, abrasions or signs of contact with any other linkage.
Gear/rack and pinion-Any sign of leakage, damage to boots on the rack, contact by foreign objects?	No visible leaks at steering rack and pinion. No visible damage to boots on rack or contact by foreign objects.
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	Steering column, ignition switch and intermediate shaft tight and no loose connections. Column unlocks with ignition key correctly. Steering column fasteners clean and tight.
Steering pump, drive, hoses, connections, flow, pressure. If possible, start the engine and rotate the steering wheel lock to lock. Is power assist normal? If not, it may be necessary to check pressure and flow.	This vehicle has electronic power steering assist and all connections are clean and tight. Steering wheel rotates lock to lock.
PS fluid level and condition- Color, contamination, odor	This vehicle has electronic power steering assist.
Steering knuckle-All attachments secure and proper?	The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46). All attachments to the left steering knuckle are secure and proper.
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	LF strut attachments, springs and control arms intact and properly attached, no scrapes or deformities.
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc.	The right front steering knuckle is broken at the lower ball joint area and the break is jagged and not corroded (photos 36 and 37). The right front lower control arm is bent back 6 inches (photos 38 and 39). The right front strut is bent back 4 inches and the right front axle is bent up 3 inches (photos 40, 45 and 46).

Customer's Name:

Vehicle Brand:
File #:

71-6



Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> 1G1AL15F167

Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc Rear sway bars, trailing arms properly attached	LF strut attachments, springs and control arms intact and properly attached, no scrapes or deformities.
and undamaged. LR	
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR	RR attachments, springs, control arms and rear sway bars intact and properly attached, no scrapes or deformities.
Rear axle assembly-deformed, signs of impact, properly located, etc.	No signs of impact to rear axle assembly. Rear axle properly located.
Deformation to the frame	No visible deformation of frame.
Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components	No visible evidence of axle/suspension or tire contact with the frame.
Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass)	No visible evidence of contact of the under carriage with the road surface, road shoulder, curb or grass.
Stability Enhancement system/components-check for codes with Tech II	Not available.
Engine (normal, other)-Obtain codes using a Tech II.	No engine or drive train active or stored Tech II codes.
Electrical (normal, other)	No electrical Tech II codes.
Warning lights/messages displayed? Describe and obtain codes using a Tech II	No warning lights/messages displayed or Tech II codes.
Anything components missing?	No visible components missing.
Other	None

If the vehicle is drivable, 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".

The vehicle is not drivable. The Park brake system is operational. All Park brake cables and controls are operational and the cables are adjusted and routed correctly.

Customer's Name: Vehicle Brand:

File #:

Chevrolet 71-662836647

Inspection Date:

10/6/2008

Model: 2

2006 Cobalt



The safety belt emergency locking system was tested for the driver and passenger belts. The driver and passenger belts were rapidly pulled from their retractors and each belt locked and held tension. On release of tension, each belt retracted into the retractor cover smoothly and quickly. The driver and passenger seat belt buckles latched easily and firmly and released easily. The seat belt webbing was not stressed or stretched and there were no visible witness marks on the belt webbing.

{

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. **This vehicle is not equipped with ABS system.** 

Inspect the system wiring, connections and components for damage. Note if the damage was the result of the incident. **This vehicle is not equipped with ABS system..** 

### TIRE AND WHEEL INSPECTION

## 1. IDENTIFICATION:

					AVE. TREAD	DOT
	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
	(Goodyear)	(Eagle GA)	(P205/70R15)	<u>(psi)</u>	32nds of inch	
LF	Michelin	Energy XSE	P205/55R16	<u>28</u>	<u>3/32</u>	B9WCC9AX1905
RF	Michelin	Energy XSE	P205/55R16	<u>30</u>	332	B9WCC9AX1905
LR	Michelin	<b>Energy XSE</b>	P205/55R16	<u>30</u>	6/32	B9WCC9AX1905
RR	Michelin	Energy XSE	P205/55R16	<u>29</u>	6/32	B9WCC9AX1905

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 No visible damage to LF wheel or tire.

RF The right front wheel and tire are scraped around the wheel rim and there are two one inch pieces of the tire side wall cut out at the wheel rim area (photos 34 and 35).

LR No visible damage to LR wheel or tire

RR No visible damage to RR wheel or tire.

Customer's Name:

Vehicle Brand:
File #:

Chevrolet
71-662836647

Inspection Date: 10/6/2008

Model: 2006 Cobalt

<u>VIN:</u> **1G1AL15F167** 

### 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 **P205/55R16** 30 35

SPARE TIRE N/A

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.

Photograph the scene and property if involved.

Comments: Site not available.			
Site not available.			
{			
{			
{			
{			

## 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.

Customer's Name: Vehicle Brand: Chevrolet

<u>File #:</u> 71-662836647 Inspection Date:

10/6/2008 Model: 2006 Cobalt

<u>VIN:</u>

1G1AL15F167

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.
	ments: (Check all that apply) otographs

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## EAA Inspection Request - Austin

Date: 9/29/08

**Vehicle Information** TO: EAA VIN#: 1G1AL15F167 EAA/SPX Field Coordinator Year/Make: 2006 Chevrolet Phone: 313-768-2147 Model: Cobalt Fax: 313-768-2266 Contact's Name: **Peter Debone** Email: eaafc@servicesolutions.spx.com Contact's Number: (585) 663-4040 Vehicle Location: R. J. Chevrolet, Inc. From: Mark Valverde 1271 W Ridge Road PAR Customer Relations Mgr Rochester NY 14615-2406 If located at a Salvage/Auction Yard: Email: Mark\_Valverde@gmexpert.com Ins. Adj. Name: Phone: 800-231-1841 ext.11215 Phone #: Fax: 866-480-3630 Claim or Salvage ID #: Mailing Address: **GM PAR Investigations Claimant Information** 7401 E. Ben White PAR File #: 71-662836647 **Austin, TX 78741 Claimant Name: Claimant Home #: Claimant Work #:** Claimant Cell #: Address: Rochester NY **Required Actions:** igwedge Advise PAR CRM via voicemail/email of inspection date. **Repair Estimate Required** Review All PAR File information Contact PAR CRM After Inspection Please Use Form(s): Restraint-SIR/Seatbelts Accelerator/Throttle Control Seats Brake/ABS/TCS/VSES **Side Impact Power Sliding Door** ✓ Steering/Suspension/Tires/Wheels **Inadvertent Deployment** OnStar OTHER: Engine Exhaust/Odor Transmission/Transaxle **Thermal Events Engine Stalling** Special Instructions: Obtain Fire/Police Report **Interview Owner?** X Yes Vetronix Requested No Other (define) Investigations can only be rushed if e-mailed by one of the following: RUSH (Name of Team Manager or Ops Mgr Approving the Rush): **EAA Internal Use Only** To: **SA**: Date E-Mailed to **SA**: From: EAA Field Coordinator Due Date: **EAA SA Use Only** YES Case Acceptance/Investigation: Please acknowledge acceptance of this case promptly by phone, fax or email. **Date Report Faxed/Emailed to CRM:** 

GM/PAR Confidential Rev 3/20/06

GM/PAR Confidential Rev 3/20/06





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

Athv: Mark

From: Wade (G) Ferman Chevy

Case #: 71-6628-72430

3 pages total





## FERMAN CHEVROLET

9751 Adamo Drive Tampa, FL 33619 (813) 623-2411



State Reg. MV-11072





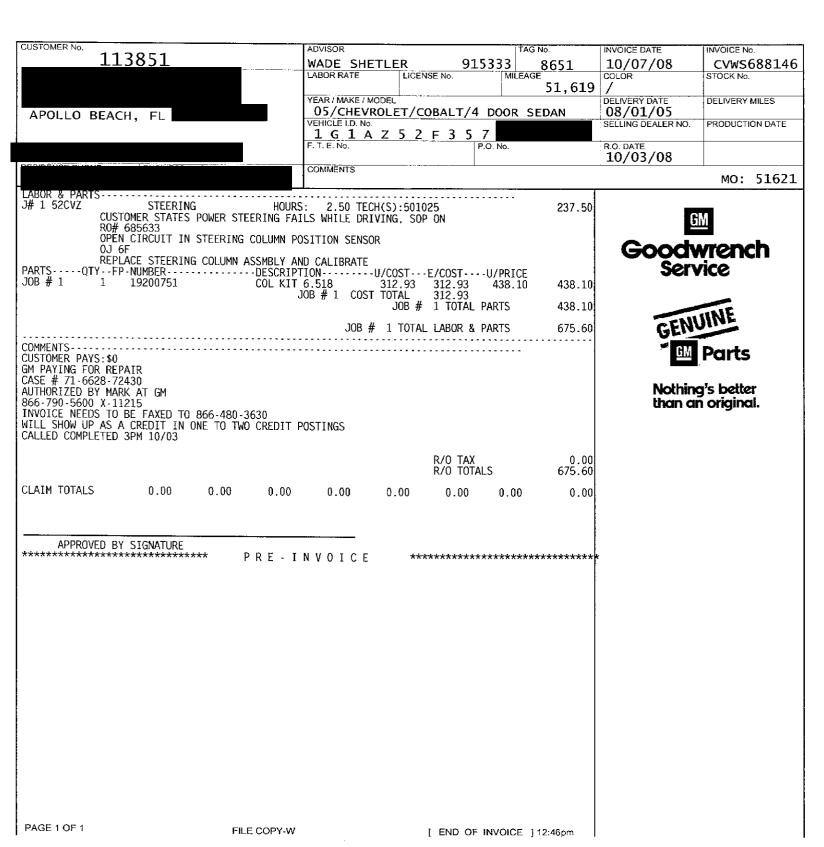


## FERMAN CHEVROLET

9751 Adamo Drive Tampa, FL 33619 (813) 623-2411



State Reg. MV-11072



# PAR GMWA Pre-Authorization/Warranty Claim Tracking Form

	Customer and Vehic	le Information	
Date	10/15/08	Service Request #   7	1-662872430
Customer Name			
VIN	1G1AZ52F357		
In-Service Date	8/1/2005	Service Contract?	No
Current Mileage	50000	Purchased New/Used?	New
Warranty Blocked?	No		
Branded Title?	No	Mileage at Purchase	0
	Dealer and Claim I		
Dealer Name	Ferman Motor Car Comp	any, Inc.	
Dealer Svc Mgr	Steve Dorn	Dir Warranty Admin:	Steve Dorn
Dealer Phone	(813) 623-2411	Dealer Fax	813-621-7994
Dealer BAC	114718	_	
Dealer Division and Code	13-Chev-26187		
Repair Order Number	688146	<u> </u>	
Repair Order Close Date	10/07/08		
Labor Op. Code Z1242	Dollar Amt:	<del></del> 675.60	
Labor Op. Code Z1243	Dollar Amt:		
Cause Code (CC)	MJ		
Failure Code (FC)	98		
Labor Hours and OLH: Parts and Labor Costs: Net Amount:	DO NOT PUT IN HOURS DO NOT PUT IN COSTS		
DO NOT H ROUTE THIS CL.	Λ <i>[ [ ]</i>	675.60	
Authorization Code:	DO NOT PUT IN AN	AUTH CODE	
Additional Comments for Dea			
IF THIS CLAIM SHOULD RE		PLEASE CONTACT ME AS	SAP
AND FAX A COPY OF THE I	REJECTION W/TRACKING	FORM TO ( )	
- F	Retain Copy with Deal	•	
	Internal PAR Inf	ormation	
Complaint:			
<b></b>	steering did lock up		
Cause:	Latering and look up		
vause.	T stooring political		
O	steering column failed		
Correction:	<b>.</b>		
	repair steering system		
Justification:	repair is less than 50% of	value	
PAR CRS:	Mark Valverde		
Additional Comments:			
Additional Comments:			

# PAR GMWA Pre-Authorization/Warranty Claim Tracking Form

Customer and Vehicle Information								
Date 10/15/08 Service Request # 71-662872430								
Customer Name	16/16/66	COLVICE REQUEST //						
VIN	1G1AZ52F357							
In-Service Date	8/1/2005	Service Contract?	No					
Current Mileage	50000	Purchased New/Used?	New					
Warranty Blocked?	No	1 410114004 11011700041	11011					
Branded Title?	No	Mileage at Purchase	0					
	Dealer and Claim Ir							
Dealer Name	Ferman Motor Car Compa	ny, Inc.						
Dealer Svc Mgr	Steve Dorn	DIr Warranty Admin:	Steve Dorn					
Dealer Phone	(813) 623-2411	Dealer Fax	813-621-7994					
Dealer BAC	114718							
Doglar Division and Code	12 Chov 26197	_						
Dealer Division and Code Repair Order Number	13-Chev-26187 688146	_						
Repair Order Close Date	10/07/08	<del>_</del>						
Labor Op. Code Z1242	Dollar Amt:	<del></del> 675.60						
Labor Op. Code Z1243	Dollar Amt:	0.0.00						
Cause Code (CC)	MJ							
Failure Code (FC)	98							
PUT EVERYTHING IN NET AMOUNT Labor Hours and OLH: Parts and Labor Costs: Net Amount: DO NOT H ROUTE THIS CLA	DO NOT PUT IN HOURS DO NOT PUT IN COSTS	_ 675.60						
Authorization Code: DO NOT PUT IN AN AUTH CODE								
Additional Comments for Dealer:								
IF THIS CLAIM SHOULD REJECT FOR ANY REASON, PLEASE CONTACT ME ASAP								
AND FAX A COPY OF THE REJECTION W/TRACKING FORM TO ( )								
<i>F</i>	Retain Copy with Deale							
	Internal PAR Info	rmation						
Complaint:	steering did lock up							
Cause:	1 5.55 mg and look up							
	steering column failed							
Correction:	Steering Column Talled							
Soffection.	Tunnain ata animan a sa cara							
	repair steering system							
Justification:	repair is less than 50% of	value						
PAR CRS:	Mark Valverde							
Additional Comments:								

Attn: Mark

From: Wade (a) Ferman Chevy

Case #: 71-6628-72430

3 pages total



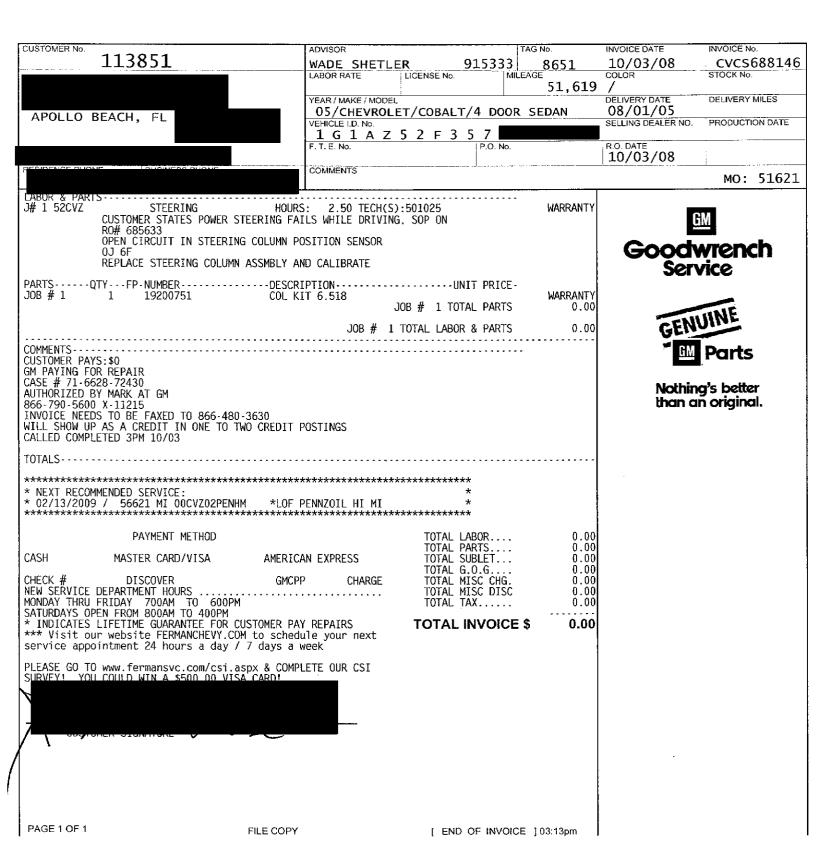


## FERMAN CHEVROLET

9751 Adamo Drive Tampa, FL 33619 (813) 623-2411



State Reg. MV-11072







# FERMAN CHEVROLET

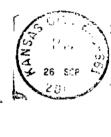
9751 Adamo Drive Tampa, FL 33619 (813) 623-2411

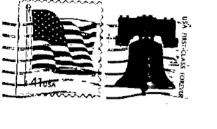


State Reg. MV-11072

STOMER No. 11385	 1		ADVISOR				3 No.	INVOICE DATE	INVOICE No.
11303	<u></u>		WADE SHE		9153 NSE No.	33	8651 GE	10/07/08 COLOR	CVWS688146
					4 44		51,619	/	
APOLLO BEACH, F			YEAR/MAKE/M 05/CHEVI		OBALT/4 D	OOR S	SEDAN	08/01/05	DELIVERY MILES
A OLLO BLACH, F			VEHICLE I.D. No.		F 3 5 7			SELLING DEALER NO.	PRODUCTION DATE
			F. T. E. No.			. No.		R.O. DATE	
SIDENCE PHONE   BUS	INCCC DUONE		COMMENTS					10/03/08	
BOR & PARTS									MO: 5162
CUSTOMER S RO# 685633 OPEN CIRCU OJ 6F REPLACE ST RTSQTYFP-NUMBE B # 1 1 19200  MMENTS STOMER PAYS:\$0 PAYING FOR REPAIR SE # 71-6628-72430 THORIZED BY MARK AT G 6-790-5600 X-11215 VOICE NEEDS TO BE FAX	IT IN STEERING EERING COLUMN A R 751  M ED TO 866-480-:	EERING FAI COLUMN PO ASSMBLY ANDESCRIPT COL KIT J	DSITION SENSO DD CALIBRATE TON	IVING, SO  OR  -U/COST 312.93  T TOTAL JOB #  # 1 TOTA	P ON -E/COSTU 312.93 312.93 1 TOTAL PA L LABOR & PA	438.10 RTS	438.10 438.10 675.60	GOODY SERV GENV Mothing	rice
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iberty, MO





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

4823235170 B050 💝 Abdbabbbabbbabbbabbbabbbabbbabbb

31 5. 2 9 ZUUJ,

9-25-08

To whom it may concern:

I have a problem that I would like to bring attention to that I feel is a safety issue. I bought a 2005 Chevy Cobalt back in July of 05. The power steering on the cobalt's is an EPS system (Electrical Power Steering). The power steering has been going off and on when I am driving. My car has 68,000 miles and is a 2005; there are cars that only have 12,000 miles that are also having the same issue, so I know it is not caused by the age or mileage of my car! It started on Friday when I was driving into town. The power steering went out and I had to pull over, turn the car off and then back on. After doing this the car was fine for a few minutes then the power steering shut off again. Ever since then; the power steering has been going out, even on the highway going 55+ mph which is very dangerous since it makes the car hard to turn. I went on the internet and looked up "issues with power steering on Chevy Cobalt's" and I came across hundreds of complaints about the power steering. After reading, I learned that other Chevy Cobalt owners are having the exact same problem with the EPS system. I'm not sure why GM has not recalled this issue when it is a huge safety hazard. To fix this problem, the part it self is \$600 not including labor. As I furthered my research people have been paying about \$1,200 - \$1,500 to replace and fix the EPS system. I really think it is very irresponsible of GM to not have a recall on this part due to the hundreds of complaints I have witnessed! GM needs to wake up and see that when the power steering goes out while you're driving 55+mph on the highway it's not easy nor is it safe for anyone in the car and that they need to do a recall or at least help pay for the issue which is the EPS system. I am not sure what it will take for GM to recall the part; maybe a death due to the EPS system failure is what they are waiting for. In that case they do not have the heart or care about the safety and appreciation of their customers. I also contacted GM customer service and they were not able to help me with anything but tell me I am going to have to pay to fix the issue. I appreciate your time and hope this subject gets resolved with immediate action!

Thank you,

Address:	, Liberty, Mo	
Phone:		
E-Mail:		

I only sent the first page of all the complaints on the EPS system that were from Cobalt owners on a few of the websites I looked at. If you would like all of the pages please mail me or call stating that you would like the rest of the pages. I did not send all due to the amount of pages I would have to print.

Thank you.	
Address:	Liberty, MO
Phone:	
E-Mail:	





## Complaints - Search Results

47 Record(s) Displayed.

Report Date: September 25, 2008 at 09:01 AM

Search Type: VEHICLE

Year: 2005

Make: CHEVROLET

Model: COBALT

Make: CHEVROLET

Model: COBALT

Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number: 10243358

Number of Deaths: 0

Date of Failure: September 19, 2008

VIN: 1G1AK12F257...

Component: STEERING

Summary:

I HAVE A PROBLEM THAT I WOULD LIKE TO ISSUE THAT HAS TO DO WITH SAFETY. I BOUGHT A 2005 CHEVY COBALT BACK IN JULY OF 05. THE POWER STEERING ON THE COBALT'S IS A EPS SYSTEM (ELECTRICAL POWER STEERING). THE POWER STEERING HAS BEEN GOING OFF AND ON WHEN I AM DRIVING (I HAVE ONLY 68,000 MILES). IT STARTED ON FRIDAY WHEN I WAS DRIVING INTO TOWN IT WENT OUT AND I HAD TO PULL OVER, TURN THE CAR OFF THEN BACK ON. AFTER DOING THIS THE CAR WAS FINE THEN A FEW MINUTES LATER THE POWER STEERING WENT OFF AGAIN! EVER SINCE THEN THE POWER STEERING HAS BEEN GOING OUT, EVEN ON THE HIGHWAY GOING 55 IT GOES OUT WHICH CAUSES IT TO BE VERY HARD TO TURN OR STEER MY CAR. I WENT ON THE INTERNET AND LOOKED UP "ISSUES WITH POWER STEERING ON 2005 CHEVY COBALT'S" AND I CAME ACROSS HUNDREDS OF COMPLAINTS ABOUT THE POWER STEERING GOING OUT ON PEOPLE THAT OWN A COBALT OR A MALIBU WHICH ALSO HAS A EPS SYSTEM. I'M NOT SURE WHY GM HAS NOT RECALLED THIS ISSUE WHEN IT IS A SAFETY ISSUE! TO FIX THIS PROBLEM THE PART ITS SELF IS \$500 NOT INCLUDING LABOR, AS I DID MY RESEARCH PEOPLE HAVE BEEN PAYING ABOUT \$1,200 TO FIX THE EPS SYSTEM. I REALLY THINK IT IS VERY IRRESPONSIBLE OF GM TO NOT HAVE A RECALL ON THIS PART DUE TO THE HUNDREDS OF COMPLAINTS I HAVE SEEN! SOMEONE PLEASE HELP ME ON GETTING GM TO WAKE UP AND SEE THAT WHEN THE POWER STEERING GOES OUT WHILE YOU'RE DRIVING 55+MPH ON THE HIGHWAY ITS NOT EASY NOR SAFE FOR ANYONE IN THE CAR AND THAT THEY NEED TO DO A RECALL TO FIX ALL OF THE PROBLEMS ON THE EPS SYSTEM, I DON'T KNOW WHAT IT WILL TAKE FOR THEM TO WAKE UP AND RECALL THE PART, MAYBE A DEATH DUE TO EPS SYSTEM FAILURE IS WHAT THEY ARE WAITING FOR. IN THAT CASE THEY HAVE NO HEART FOR THEIR CUSTOMERS OR APPRECIATION. I ALSO CONTACTED GMAC CUSTOMER SERVICE AND THEY WERE NOT ABLE TO HELP ME WITH ANYTHING BUT TELL ME I AM GOING TO HAVE TO PAY FOR THE PROBLEM TO GET FIXED. I AM ALSO NOT SURE IF THERE HAS BEEN ANY CRASH RELATED INCIDENTS DUE TO THE EPS SYSTEM. THANK YOU! LAUREN PHILLIPS

Make: CHEVROLET

Model: COBALT

Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

**ODI ID Number: 10243109** 

Number of Deaths: 0

Date of Failure: September 22, 2008





## Complaints - Search Results

13 Record(s) Displayed.

Report Date: September 24, 2008 at 05:52 PM

Search Type: VEHICLE

Year: 2005

Make: CHEVROLET

Model: COBALT

Make: CHEVROLET

Model: COBALT

Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number: 10242130

Number of Deaths: 0

Date of Failure: September 7, 2008

VIN: 1G1AK52F557...

Component: STEERING:ELECTRIC POWER ASSIST SYSTEM

### Summary:

2005 COBALT, 40K MILES. ELECTRIC POWER ASSIST STEERING SYSTEM GOING OUT. LIGHT COMES ON SOMETIMES AND POWER STEERING WILL GO OUT. WILL STOP CAR, AND SOMETIMES THIS STOPS. MOSTLY BAD ON HOT DAYS. OUT OF WARRANTY, RESEARCHING WILL COST ME 1,200 TO 2,000. UNDERSTAND THIS IS A KNOWN ISSUE. WHY ISN'T THERE A RECALL.! HAVE A 3 YEAR OLD AND BRAND NEW BABY GRAND DAUGHTER. I SHUDDER TO THINK WHAT WILL HAPPEN IF THIS GOES OUT WHILE THEY ARE IN MY CAR. THEY LIVE WITH ME. THIS IS HORRIBLY DANGEROUS. THEY WONT RECALL IT, BUT MAKE THE PART SO EXPENSIVE YOU CANT AFFORD IT. NO OTHER PART EVER COST THAT MUCH IN MY LIFE UNLESS I WAS REPLACING AN ENGINE. I AM ASKING THAT THEY RECALL THIS PART ASAP BEFORE SOMEONE GETS KILLED. YOU NEVER KNOW WHEN IT WILL JUST STOP WORKING, AND LOOSE POWER AND OR CONTROL OF YOUR CAR. I PRAY THAT MYSELF OR MY GRANDCHILDREN CAN LIVE THROUGH THIS LONG ENOUGH TO SAVE THE MONEY TO MAKE THIS RIDICULOUSLY EXPENSIVE REPAIR. I CANT JUST NOT DRIVE IT. IT IS OUR ONLY CAR. PLEASE PLEASE INVESTIGATE THIS PART IN THE COBALT AND FROM WHAT I HEAR A FEW OTHER CAR MAKES. IT IS THE SCARIEST THING IN THE WORLD TO LOOSE POWER WHILE DRIVING, AND EXTREMELY DANGEROUS. THANK YOU "TR

Make: CHEVROLET

Model: COBALT

Year: 2005

Manufacturer: GENERAL MOTORS CORP.

NERAL MOTORS CORP.

Number of Injuries: 0

Crash: No
ODI ID Number: 10221039

Fire : No

Number of Deaths: 0

Date of Failure: December 1, 2007

VIN : Not Available

Component: STEERING:ELECTRIC POWER ASSIST SYSTEM

### Summary:

TL\*THE CONTACT OWNS A 2005 CHEVROLET COBALT. WHILE DRIVING AT ANY SPEED, THE POWER STEERING INTERMITTENTLY SHUTS OFF. THE FAILURE HAS PROGRESSIVELY WORSENED OVER TIME. THE DEALER STATED THAT THE STEERING COLUMN NEEDED TO BE REPLACED AT THE COST OF \$2,000. THE VIN, ENGINE SIZE, AND PURCHASE DATE WERE UNKNOWN. THE CURRENT MILEAGE WAS 55,000 AND FAILURE





## Complaints - Search Results

25 Record(s) Displayed.

Report Date: September 24, 2008 at 05:55 PM

Search Type: VEHICLE

Year: 2006

Make: CHEVROLET

Model: COBALT

Make: CHEVROLET

Model: COBALT

Year: 2006

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number : 10242984

Number of Deaths: 0

Date of Failure: September 1, 2008

VIN: Not Available

Component: STEERING

Summary:

INTERMITTENTLY LOSES POWER STEERING WHILE DRIVING. (KNOWN DEFECT BY DEALER). \*TR

Make: CHEVROLET

Model: COBALT

Year: 2006

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number: 10241959

Number of Deaths: 0

Date of Failure: September 5, 2008

VIN: 1G1AL55F067...

Component: STEERING

### Summary:

I WAS LEAVING MY APARTMENT COMPLEX AND WAS IN THE PROCESS ON TURNING RIGHT ONTO THE MAIN STREET WHEN MY CAR WOULDN'T ALLOW ME TO CONTINUE TO TURN RIGHT SO I FORCED IT UNTIL I WAS STRAIGHT AGAIN AND THEN I HAD TO STOP(IN THE STREET) TO SEE WHY I COULDN'T TURN AND MY MESSAGE BOARD WAS FLASHING POWER STEERING. I THEN TRIED TO TURN INTO A BUSINESS TO GET OFF THE MAIN ROAD BUT COULDN'T TURN IN SO I TURNED OFF MY CAR AND STARTED IT AGAIN AND THE POWER STEERING RETURNED BUT ONLY FOR A FEW SECONDS. I HAD TO CONTINUE TO STOP AND TURN MY CAR OFF AND TURN IT ON AGAIN JUST TO RETURN TO MY RESIDENCE. THE POWER STEERING IS COMPLETELY GONE AND I CAN'T EVEN DRIVE MY CAR. I CALLED GM AND THEY TOLD ME THERE WAS NOTHING THEY COULD DO SINCE IT WAS OUT OF WARRANTY AND I CALLED THE DEALERSHIP AND THEY TOLD ME TO BRING IT IN BUT I INFORMED THEM THAT I LIVED THREE HOURS AWAY AND DIDN'T FEEL SAFE DRIVING THE CAR DOWN THE HIGHWAY AND THEY SAID ALL THEY COULD DO WAS HAVE ME BRING IT IN AND CAN CUT ME A DEAL ON THE REPAIR. I INFORMED BOTH COMPANIES THAT I WAS NOT WORKING AND THEY TOLD ME THERE WAS NOTHING THEY COULD DO. I WENT ONLINE TO SEE IF THERE WERE OTHERS WITH THIS SAME PROBLEM WHEN I FOUND THAT THERE ARE SEVERAL PEOPLE WITH THE SAME PROBLEM AND NOTHING IS BEING DONE ABOUT IT. I HAVE A 2006 CHEVY COBALT LT. \*TR





## Complaints - Search Results

8 Record(s) Displayed.

Report Date: September 25, 2008 at 09:08 AM

Search Type: VEHICLE

Year: 2007

Make: CHEVROLET

Model: COBALT

Make: CHEVROLET

Model: COBALT

Year: 2007

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number: 10243365

Number of Deaths: 0

Date of Failure: September 24, 2008

VIN: 1G1AL55F577...

Component: STEERING

#### Summary:

MY 2007 CHEVY COLBOLT WAS DIVING FINE THEN ABOUT 4 WEEKS AGO IT STARTED DRIVIN WEIRD, NOW THE POWER STEARING WENT OUT WHILE MY 17 YEAR OLD DAUGHTER WAS DIVINTG IT IN A PARKING LOT PRACTING FOR HER LICENCE!!!! SHE WAS SO UPSET WHEN SHE CAME HOME THAT IT TOOK ME ALMOST A WEEK TO GET HER TO DRIVE MY TRUCK!!!!!!!! WE CHANGED ONE OF THE FUSES AND IT STARTED WORKING AGAIN FOR ABOUT A WEEK AND TODAY IT WENT OUT AGAIN AS I WAS TAKIN ONE OF MY KIDS TO WORK.. WE WERE ALMOST HIT FROM BEHID AS I WAS TRYING TO MAKE A RIGHT HAND TURN INTO HER WORK!!!!

Make: CHEVROLET

Model: COBALT

Year: 2007

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number: 10241381

Number of Deaths: 0

Date of Failure: September 24, 2007

VIN: 1G1AK55F777...

Component: STEERING

### Summary:

TL\*THE CONTACT OWNS A 2007 CHEVROLET COBALT. WHILE THE VEHICLE WAS PARKED IN THE DRIVEWAY IN A RAINSTORM, THE CONTACT NOTICED THAT THE PASSENGER SIDE FRONT FLOOR PANEL WAS DRENCHED WITH FOUR INCHES OF WATER. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER AND REPAIRED. IN ADDITION, WHEN PRESSURE WAS APPLIED TO THE ACCELERATOR PEDAL, IT WOULD CONSTANTLY STICK. THE CONTACT HAD TO MAKE SEVERAL ATTEMPTS BEFORE THE PEDAL WOULD RELEASE. THERE WAS ALSO A MALFUNCTION WITH THE STEERING ROD. ON FOUR SEPARATE OCCASIONS, THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER FOR IDENTICAL FAILURES, BUT WITH NO RESOLUTIONS. THE CONTACT WAS CONCERNED OF THE SAFETY RISKS INVOLVED. THE FAILURE MILEAGE WAS 1,800 AND CURRENT MILEAGE WAS 14,000.

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### Chevrolet Cobalt

## Cobalt Power Steering Failure

Posted in the Chevrolet Cobalt Forum

\*\* BOOKHARK CHAPL

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Power Steering - Everything to do with Power Steering items.

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#### Comments

Showing posts f - 20 of 134 -- prev | next --

Go to last post | Jump to page: 1

wiisonATL

Atlanta, GA

Sep 6, 2007

#1 | 🚣 Judge it! | Report Abuse | Reply -

Has anyone resolved a problem with the 2006 Cobalt regarding the power steering? I'm driving the car and randomly the power steering flashes on the screen and my power steering stops working. Turn the car off and back on and the issue goes away to return at random intervals. Appears to be worse the hotter it is outside. Over 80 is when it is the worst.

Kevin

Saint Louis, MO

Sep 25, 2007

#2 | 🚣 Judge it! | Report Abuse | Reply --

Judged: 😛 ı

witsonATL wrote: Has anyone resolved a problem with the 2006 Cobalt regarding the power steering? I'm driving the car and randomly the power steering flashes on the screen and my power steering stops working. Turn the car off and back on and the issue goes away to return at random intervals. Appears to be worse the hatter it is autside. Over 80 is when it is the worst.

Take it to the dealer, if your car is under warranty still. My girlfriend's 2005 Cobalt did the exact same thing. I was looking for the power steering reservoir to see if the power steering fluid was low, and to my surprise, I couldn't find it. I did research and found that the Cobalt doesn't have the standard hydraulic power steering system, but an electric power steering system. The dealer told us that the motor that drives the power steering was going out/shorting out, whatever, and it had to be replaced.

If it is not under warranty still, then I think you might be looking at about \$2000 or above to fix it.

This goes to prove that changing something that doesn't need to be changed is a bad idea. The hydraulic system would have been fine, and probably wouldn't have posed a problem this early in the car's life. Hopefully it's not going to happen again. Good luck!

Kevin Saint Louis, MO Sep 25, 2007

#3 | 🛧 Judge iti | Report Abuse | Reply -

wilsonATL wrote:

wissina L wrate: Has anyone resolved a problem with the 2006 Cobalt regarding the power steering? I'm driving the car and randomly the power steering flashes on the screen and my power steering staps working. Turn the car off and back on and the issue goes away to return at random intervals. Appears to be worse the hotter it is outside. Over 80 is when it is the worst. when it is the worst.

SORRY, I apologize, I am actually not sure what the dealer had to replace. I just talked to my girlfriend, and the dealer told her the entire steering system had to be replaced, so I'm assuming the entire rack and pinion (if that is what is still used) and all components had to be replaced, which would be why it'd cost over \$2000 to replace without the warranty. Regardless, take it to the dealer if it is under warranty (abviously).

Jorge CA Rigito, CA

Sep 29, 2007

#4 | 🚣 Judge it! | Report Abuse | Reply =

wilsonATL wrote: Has anyone resolved a problem with the 2006 Cobalt regarding the power steering? I'm driving the car and randomly the power steering flashes on the screen and my power steering staps working. Turn the car off and back on and the issue goes away to return at random intervals. Appears to be worse the hotter it is outside. Over 80 is when it is the worst.

Chevy Cobalt Problems? Free Case Review and 24/7 Help with Immediate Response to Your Inquiry. YourLement, awRights corn.

Power Steering Everything to do with Power Steering items, Yaheo soii

V.V.

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### Daily Horoscope for September 24

👍 👌 Cancer

A victory dinner with your partner is in order tonight, even if you're just celebrating surviving the past six months! You have been tested and tried relentlessly, but still prevail. The Crab's resiliency is apparent as your persistence pays off. The next few weeks may bring a promotion or other form of increase in status,

Get your Horoscope »

### Chevrolet Cobalt News

- Continue reading Turbocharging, compression sy...
- Ten Cars With Better Fuel Economy Than A Toyota...
- Why the Chevy Volt won't save GM
- First Look: 2009 Pontiac G5
- Pickup sales picking up
- Dixon leads Top Fuel charge with another fast F...





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ALL INVOICES ARE DUE AND PAYABLE BY THE 10TH OF THE FOLLOWING MONTH ANY DUTSTANDING BALANCES WILL BEAR INTEREST AT 1.5% OF THE UNHALD BALA IN THE EVENT OF COLLECTION ACTIVITY ALL COST INCLUDING REASONABLE ATTONEYS FEES WILL BE ASSESSED. THANK YOU FOR YOUR COOPERATION.

APPRECIATE YOUR BUSINESS.IF FOR ANY
REASON YOU ARE NOT "COMPLETELY SATISFIED" STATEMENT OF DISCLAIMER
WITH THE SERVICE YOU RECEIVED, PLEASE
CONTACT KEVIN MONTAVY
IMMEDIATELY. (815)781-3500

TO THE SERVICE YOUR BUSINESS.IF FOR ANY
SATISFIED"

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

purpose. Seller neither assumes nor authorizes any other person to assume for it any

	-		liability in connection with the sale of this item/items.					
CUSTOMER NO.		ADVISOR			TAG NO.	INVOICE DATE	INVOICE NO.	
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Start With Trust

## FAX TRANSMITTAL SHEET

DATE:

October 6, 2008

NAME:

Business Resource Center, Legal Correspondence

COMPANY:

General Motors Corporation

FAX:

(866) 215-6750

FROM:

Carmel Weems

Advertising Review Manager

BBB FAX:

(248) 644-5026

# OF PAGES:

RE:

attached

This facsimile transmission is confidential and intended solely for the individual to whom it was addressed. If there is any problem with this transmission, or if it is been incorrectly addressed, contact the

Better Business Bureau immediately at:

Telephone: (248) 644-9100 FAX: (248) 644-5026



BBB of Detroit & Eastern Michigan 30555 Southfield Road, Ste. 200 Southfield, MI 48076-7751 (248)644-9100

Business Resource Center, Legal Correspondence General Motors Corporation Po Box 33170 Detroit, Mi 48232, MI 48232

10/04/2008

Dear Business Resource Center, Legal Correspondence:

The Better Business Bureau received a complaint about your business. The complaint was submitted on 9/30/2008 10:32:45 AM and was assigned an ID of 7042861. The consumer's information appears below:

Please review this information and respond within the next seven calendar days. We thank you for your anticipated response to this complaint.

If you received this complaint via email simply click on the "Respond to this Complaint", link located on the left, when you are ready to answer.

If complaint was received via postal mail, please State your position in a typed or handwritten letter and fax or mail back to the BBB.

Please understand that when you respond to a complaint, your response may be submitted directly to the customer.

Regards,

Rebecca Gohlke The Better Business Bureau

Fax: 248-644-5026

9-25-08

To whom it may concern:

I have a problem that I would like to bring attention to that I feel is a safety issue. I bought a 2005 Chevy Cobalt back in July of 05. The power steering on the cobalt's is an EPS system (Electrical Power Steering). The power steering has been going off and on when I am driving. My car has 68,000 miles and is a 2005; there are cars that only have 12,000 miles that are also having the same issue, so I know it is not caused by the age or mileage of my car! It started on Friday when I was driving into town. The power steering went out and I had to pull over, turn the car off and then back on. After doing this the car was fine for a few minutes then the power steering shut off again. Ever since then; the power steering has been going out, even on the highway going 55+ mph which is very dangerous since it makes the car hard to turn. I went on the internet and looked up "issues with power steering on Chevy Cobait's" and I came across hundreds of complaints about the power steering. After reading, I learned that other Chevy Cobalt owners are having the exact same problem with the EPS system. I'm not sure why GM has not recalled this issue when it is a huge safety hazard. To fix this problem, the part it self is \$600 not including labor. As I furthered my research people have been paying about \$1,200 - \$1,500 to replace and fix the EPS system. I really think it is very irresponsible of GM to not have a recall on this part due to the hundreds of complaints I have witnessed! GM needs to wake up and see that when the power steering goes out while you're driving 55+mph on the highway it's not easy nor is it safe for anyone in the car and that they need to do a recall or at least help pay for the issue which is the EPS system. I am not sure what it will take for GM to recall the part; maybe a death due to the EPS system failure is what they are waiting for. In that case they do not have the heart or care about the safety and appreciation of their customers. I also contacted GM customer service and they were not able to help me with anything but tell me I am going to have to pay to fix the issue. I appreciate your time and hope this subject gets resolved with immediate action!

Thank you,



I only sent the first page of all the complaints on the EPS system that were from Cobalt owners on a few of the websites I looked at. If you would like all of the pages please mail me or call stating that you would like the rest of the pages. I did not send all due to the amount of pages I would have to print.

Thank you.



INTELSA OUL - Comptaints

Page 1 of 18





## OFFICE OF DEFECTS INVESTIGATION (ODI)

## Complaints - Search Results

47 Record(s) Displayed.

Report Date: September 25, 2008 at 09:01 AM

Search Type: VEHICLE

Year: 2005

Make: CHEVROLET
Model: COBALT

Make : CHEVROLET

Model: COBALT

Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number: 10243358

Number of Deaths: 0

Date of Failure: September 19, 2008

VIN: 1G1AK12F257...

Component: STEERING

### Summary:

I HAVE A PROBLEM THAT I WOULD LIKE TO ISSUE THAT HAS TO DO WITH SAFETY. I BOUGHT A 2005 CHEVY COBALT BACK IN JULY OF 05. THE POWER STEERING ON THE COBALT'S IS A EPS SYSTEM (ELECTRICAL POWER STEERING). THE POWER STEERING HAS BEEN GOING OFF AND ON WHEN I AM DRIVING (I HAVE ONLY 68,000 MILES). IT STARTED ON FRIDAY WHEN I WAS DRIVING INTO TOWN IT WENT OUT AND I HAD TO PULL OVER, TURN THE CAR OFF THEN BACK ON. AFTER DOING THIS THE CAR WAS FINE THEN A FEW MINUTES LATER THE POWER STEERING WENT OFF AGAIN! EVER SINCE THEN THE POWER STEERING HAS BEEN GOING OUT, EVEN ON THE HIGHWAY GOING 55 IT GOES OUT WHICH CAUSES IT TO BE VERY HARD TO TURN OR STEER MY CAR. I WENT ON THE INTERNET AND LOOKED UP "ISSUES WITH POWER STEERING ON 2005 CHEVY COBALT'S" AND I CAME ACROSS HUNDREDS OF COMPLAINTS ABOUT THE POWER STEERING GOING OUT ON PEOPLE THAT OWN A COBALT OR A MALIBU WHICH ALSO HAS A EPS SYSTEM. I'M NOT SURE WHY GM HAS NOT RECALLED THIS ISSUE WHEN IT IS A SAFETY ISSUE! TO FIX THIS PROBLEM THE PART ITS SELF IS \$500 NOT INCLUDING LABOR. AS I DID MY RESEARCH PEOPLE HAVE BEEN PAYING ABOUT \$1,200 TO FIX THE EPS SYSTEM. I REALLY THINK IT IS VERY IRRESPONSIBLE OF GM TO NOT HAVE A RECALL ON THIS PART DUE TO THE HUNDREDS OF COMPLAINTS I HAVE SEEN! SOMEONE PLEASE HELP ME ON GETTING GM TO WAKE UP AND SEE THAT WHEN THE POWER STEERING GOES OUT WHILE YOU'RE DRIVING 55+MPH ON THE HIGHWAY ITS NOT EASY NOR SAFE FOR ANYONE IN THE CAR AND THAT THEY NEED TO DO A RECALL TO FIX ALL OF THE PROBLEMS ON THE EPS SYSTEM. I DON'T KNOW WHAT IT WILL TAKE FOR THEM TO WAKE UP AND RECALL THE PART, MAYBE A DEATH DUE TO EPS SYSTEM FAILURE IS WHAT THEY ARE WAITING FOR. IN THAT CASE THEY HAVE NO HEART FOR THEIR CUSTOMERS OR APPRECIATION. I ALSO CONTACTED GMAC CUSTOMER SERVICE AND THEY WERE NOT ABLE TO HELP ME WITH ANYTHING BUT TELL ME I AM GOING TO HAVE TO PAY FOR THE PROBLEM TO GET FIXED. I AM ALSO NOT SURE IF THERE HAS BEEN ANY CRASH RELATED INCIDENTS DUE TO THE EPS SYSTEM, THANK YOU! LAUREN PHILLIPS

Make: CHEVROLET

Model: COBALT

Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No.

Number of Injuries: 0

ODI ID Number: 10243109

Number of Deaths: 0

Date of Failure: September 22, 2008

INTELOR ODE - Complaints

Page 1 of 5





## OFFICE OF DEFECTS INVESTIGATION (ODI)

## Complaints - Search Results

13 Record(s) Displayed.

Report Date: September 24, 2008 at 05:52 PM

Search Type: VEHICLE Year: 2005

Make: CHEVROLET
Model: COBALT

Make: CHEVROLET Model: COBALT Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash : No Fire : No Number of Injuries: 0

ODI ID Number : 10242130 Number of Deaths: 0

Date of Failure: September 7, 2008

Component: STEERING:ELECTRIC POWER ASSIST SYSTEM

### Summary:

VIN: 1G1AK52F557...

2005 COBALT, 40K MILES. ELECTRIC POWER ASSIST STEERING SYSTEM GOING OUT. LIGHT COMES ON SOMETIMES AND POWER STEERING WILL GO OUT. WILL STOP CAR, AND SOMETIMES THIS STOPS. MOSTLY BAD ON HOT DAYS. OUT OF WARRANTY, RESEARCHING WILL COST ME 1,200 TO 2,000. UNDERSTAND THIS IS A KNOWN ISSUE. WHY ISN'T THERE A RECALL. I HAVE A 3 YEAR OLD AND BRAND NEW BABY GRAND DAUGHTER. I SHUDDER TO THINK WHAT WILL HAPPEN IF THIS GOES OUT WHILE THEY ARE IN MY CAR. THEY YOU CANT AFFORD IT. NO OTHER PART EVER COST THAT MUCH IN MY LIFE UNLESS I WAS REPLACING AN ENGINE. I AM ASKING THAT THEY RECALL THIS PART ASAP BEFORE SOMEONE GETS KILLED. YOU NEVER KNOW WHEN IT WILL JUST STOP WORKING, AND LOOSE POWER AND OR CONTROL OF YOUR CAR. I PRAY THAT MYSELF OR MY GRANDCHILDREN CAN LIVE THROUGH THIS LONG ENOUGH TO SAVE THE MONEY TO MAKE THIS RIDICULOUSLY EXPENSIVE REPAIR. I CANT JUST NOT DRIVE IT. IT IS OUR ONLY CAR. PLEASE PLEASE INVESTIGATE THIS PART IN THE COBALT AND FROM WHAT I HEAR A FEW OTHER CAR MAKES. IT IS THE SCARIEST THING IN THE WORLD TO LOOSE POWER WHILE DRIVING, AND EXTREMELY DANGEROUS.

Make: CHEVROLET Model: COBALT Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash : No Pire : No Number of Injuries: 0
ODI ID Number : 10221039 Number of Deaths: 0

Date of Failure: December 1, 2007

VIN: Not Available

Component: STEERING:ELECTRIC POWER ASSIST SYSTEM

## Summary:

TL\*THE CONTACT OWNS A 2005 CHEVROLET COBALT. WHILE DRIVING AT ANY SPEED, THE POWER STEERING INTERMITTENTLY SHUTS OFF. THE FAILURE HAS PROGRESSIVELY WORSENED OVER TIME. THE DEALER STATED THAT THE STEERING COLUMN NEEDED TO BE REPLACED AT THE COST OF \$2,000. THE VIN, ENGINE SIZE, AND PURCHASE DATE WERE UNKNOWN. THE CURRENT MILEAGE WAS 55,000 AND FAILURE

NHTSA UDI - Comptaints

Page Lot 10





# OFFICE OF DEFECTS INVESTIGATION (ODI)

## Complaints - Search Results

25 Record(s) Displayed.

Report Date: September 24, 2008 at 05:55 PM

Search Type: VEHICLE

Year: 2006

Make: CHEVROLET Model: COBALT

Make: CHEVROLET

Model: COBALT

Year: 2006

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0 Number of Deaths: 0

ODI ID Number: 10242984

Date of Failure: September 1, 2008

VIN: Not Available

Component: STEERING

Summary:

INTERMITTENTLY LOSES POWER STEERING WHILE DRIVING. (KNOWN DEFECT BY DEALER). \*TR

Make: CHEVROLET

Model: COBALT

Year: 2006

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0 Number of Deaths: 0

ODI ID Number: 10241959

Date of Failure: September 5, 2008

VIN: 1G1AL55F067... Component: STEERING

## Summary:

I WAS LEAVING MY APARTMENT COMPLEX AND WAS IN THE PROCESS ON TURNING RIGHT ONTO THE MAIN STREET WHEN MY CAR WOULDN'T ALLOW ME TO CONTINUE TO TURN RIGHT SO I FORCED IT UNTIL I WAS STRAIGHT AGAIN AND THEN I HAD TO STOP(IN THE STREET) TO SEE WHY I COULDN'T TURN AND MY MESSAGE BOARD WAS FLASHING POWER STEERING, I THEN TRIED TO TURN INTO A BUSINESS TO GET OFF THE MAIN ROAD BUT COULDN'T TURN IN SO I TURNED OFF MY CAR AND STARTED IT AGAIN AND THE POWER STEERING RETURNED BUT ONLY FOR A FEW SECONDS. I HAD TO CONTINUE TO STOP AND TURN MY CAR OFF AND TURN IT ON AGAIN JUST TO RETURN TO MY RESIDENCE. THE POWER STEERING IS COMPLETELY GONE AND I CAN'T EVEN DRIVE MY CAR. I CALLED GM AND THEY TOLD ME THERE WAS NOTHING THEY COULD DO SINCE IT WAS OUT OF WARRANTY AND I CALLED THE DEALERSHIP AND THEY TOLD ME TO BRING IT IN BUT I INFORMED THEM THAT I LIVED THREE HOURS AWAY AND DIDN'T FEEL SAFE DRIVING THE CAR DOWN THE HIGHWAY AND THEY SAID ALL THEY COULD DO WAS HAVE ME BRING IT IN AND CAN CUT ME A DEAL ON THE REPAIR, LINFORMED BOTH COMPANIES THAT I WAS NOT WORKING AND THEY TOLD ME THERE WAS NOTHING THEY COULD DO. I WENT ONLINE TO SEE IF THERE WERE OTHERS WITH THIS SAME PROBLEM WHEN I FOUND THAT THERE ARE SEVERAL PEOPLE WITH THE SAME PROBLEM AND NOTHING IS BEING DONE ABOUT IT. I HAVE A 2006 CHEVY COBALT LT. \*TR

NHTSA UDI - Complaints

Page 1 of 4





## OFFICE OF DEFECTS INVESTIGATION (ODI)

## Complaints - Search Results

8 Record(s) Displayed.

Report Date: September 25, 2008 at 09:08 AM

Search Type: VEHICLE

Year: 2007

Make: CHEVROLET
Model: COBALT

Make: CHEVROLET Model: COBALT Year: 2007

Manufacturer: GENERAL MOTORS CORP.

Crash : No Fire : No Number of Injuries: 0

ODI ID Number : 10243365 Number of Deaths: 0

Date of Failure: September 24, 2008

VIN: 1G1AL55F577...
Component: STEERING

Summary:

MY 2007 CHEVY COLBOLT WAS DIVING FINE THEN ABOUT 4 WEEKS AGO IT STARTED DRIVIN WEIRD, NOW THE POWER STEARING WENT OUT WHILE MY 17 YEAR OLD DAUGHTER WAS DIVINTG IT IN A PARKING LOT PRACTING FOR HER LICENCE!!!! SHE WAS SO UPSET WHEN SHE CAME HOME THAT IT TOOK ME ALMOST A WEEK TO GET HER TO DRIVE MY TRUCK!!!!!!!! WE CHANGED ONE OF THE FUSES AND IT STARTED WORKING AGAIN FOR ABOUT A WEEK AND TODAY IT WENT OUT AGAIN AS I WAS TAKIN ONE OF MY KIDS TO WORK... WE WERE ALMOST HIT FROM BEHID AS I WAS TRYING TO MAKE A RIGHT HAND TURN INTO HER WORK!!!!

Make: CHEVROLET Model: COBALT Year: 2007

Manufacturer: GENERAL MOTORS CORP.

Crash : No Fire : No Number of Injuries: 0

ODI ID Number : 10241381 Number of Deaths: 0

Date of Failure: September 24, 2007

VIN: 1G1AK55F777...
Component: STEERING

Summary:

TL\*THE CONTACT OWNS A 2007 CHEVROLET COBALT. WHILE THE VEHICLE WAS PARKED IN THE DRIVEWAY IN A RAINSTORM, THE CONTACT NOTICED THAT THE PASSENGER SIDE FRONT FLOOR PANEL WAS DRENCHED WITH FOUR INCHES OF WATER. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER AND REPAIRED. IN ADDITION, WHEN PRESSURE WAS APPLIED TO THE ACCELERATOR PEDAL, IT WOULD CONSTANTLY STICK. THE CONTACT HAD TO MAKE SEVERAL ATTEMPTS BEFORE THE PEDAL WOULD RELEASE. THERE WAS ALSO A MALFUNCTION WITH THE STEERING ROD. ON FOUR SEPARATE OCCASIONS, THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER FOR IDENTICAL FAILURES, BUT WITH NO RESOLUTIONS. THE CONTACT WAS CONCERNED OF THE SAFETY RISKS INVOLVED. THE FAILURE MILEAGE WAS 1,800 AND CURRENT MILEAGE WAS 14,000.

Cobalt Power Steering Failure - Topix

Page Lof 5

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Chevrolet Cobalt - Forims & Poils News Newswire

#### Chevrolet Cobalt

## Cobalt Power Steering Failure

Posted in the Chevrolet Cobalt Forum

C BORKMARS \_\_ EMBLE

Chevy Cobalt Problems? - Submit Your Chevy Cobalt Details for a Free Lamon Law Case Roview.

Power Steering - Everything to do with Power Steering Items.

Chevy Cobalt Clearance - Chevrolet Beaters Cutting Prices to Meet Sales Goals, Get Our Low Price Chevrele (Cohast, Aprior Trass.com

### Comments

Showing posts 1 - 20 of 134 -- prev | next --

Go to last post | Jump to page: 1 -

Atlanta, 64

#1 | 🟂 Judge it! | Report Abuse | Reply \*

Has anyone resolved a problem with the 2006 Cubalt regarding the power steering? Fin driving the car and randomly the power steering flashes on the screen and my power steering stops working. Turn the car off and back on and the issue goes away to return at random intervals. Appears to be worse the hotter it is outside. Over 80 is when it is the worst.

Kevin

Saint Louis, 440

Sep 29, 2007

#2 | 8 Judge it! | Report Abuse | Reply #

Judged: 👝 .

witsonAff member

witsomATL wrate; list amone resolved a problem with the 2006 Cabalt regarding the power steering Irm driving the car and randomly the power steering flushes on the screen and my power steering steps working. Turn the car off and back on and the issue goes dway to return at random incovats. Separas to be were the hotter it is cutsife. Over 30 is when it is the court. when it is the worst.

Take it to the dealer, if your car is under warranty still. My girlfriend's 2005 Cobalt did the exact same thing. I was looking for the power steering reservoir to see if the power steering fluid was low, and to my surprise. I couldn't find it. I did research and found that the Cobalt doesn't have the standard hydraulic power steering system, but an electric power steering system. The dealer told us that the motor that drives the power stdering was going out/shorting out, whatever, and it had to be replaced.

If it is not under warranty stiff, then I think you might be looking at about \$2000 or above to fix it.

This goes to prove that changing something that doesn't need to be changed is a bad idea. The hydraulic system would have been fine, and probably wouldn't have posed a problem this early in the ear's life. Hopefully it's not going to happen again. Good luck!

Kevin Saint Louis, MO

Sep 25, 2007

#3 | & Judge it! | Report Abuse | Reply -

wilson,) (1. wrose-

wilsounTE wrote:

Has anyone resolved a problem with the 2006 Cabalt regarding the power steering! Fur
driving the car and randomly the power steering flushes on the screen and my power
steering steps working. Turn the car off and back on and the issue goes away to
return at random intervals. Appears to be worse the batter it is outside. Over 50 is when it is the worst.

SORRY, I apologize. I am actually not sure what the dealer had to replace, I just talked to my girlfriend, and the dealer told her the entire steering system had to be replaced, so I'm assuming the entire rack and pinion (if that is what is still used) and all components had to be replaced, which would be why it'd cost over \$2000 to replace without the warranty. Regardless, take it to the dealer if it is under warranty (obviousty).

Jorge CA

Rialto, Cal

lap 24. 7007

#4 | 🟂 Judge it! | Report Abuse | Reply -

witsonATL wrote:
His onzone resolved a problem with the 2005 Cobalt regarding the power sceering! Indicating the cor and randomly the power sceering (losses on the screen and my power sceering stops working. Turn the cor off and hack on and the torus goes may to metan at random kiterious, Appears to be worse the hotter it is outside. Over 50 to

Chevy Cobalt Problems?

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Power Steering

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Just because times are tough, doesn't mean you can't surround yourself with leather, wood, heated seats and the other trappings of a luxury car.

## Daily Horoscope for September 24

#### Cancer

A victory dinner with your partner is in order tonight, even if you're just celebrating surviving the past six months! You have been tested and tried retentlessly, but still prevail. The Crab's resiliency is apparent as your persistence pays off. The next few weeks may bring a promotion or other form of increase in status.

Get your Horoscope »

## Chevrolet Cobalt News

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- Ten Cars With Better Fuel Economy Than A Toyota...
- Why the Chevy Volt won't save GM.
- ▼ First Look: 2009 Pontiac GS
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and the first programmer.











## GENERAL MOTORS BUSINESS RESOURCE CENTER

## VIA FAX ONLY

October 2, 2008

Steve Blackwell WESTFALL-O DELL MOTORS, INC. PO BOX 339 EXCELSIOR SPRINGS, MO 64024-0339

Re:

Siebel Request: 71-665668392 2005 Chevrolet Cobalt VIN # 1G1AK12F257

Dear Mr. Steve Blackwell:

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

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

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

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

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

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

Sincerely,

Alicia White

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



### GENERAL MOTORS BUSINESS RESOURCE CENTER

## VIA FAX ONLY

October 1, 2008

Rick Manning VAN CHEVROLET-CADILLAC, INC. 100 NW VIVION RD KANSAS CITY, MO 64118-4539 page 1 of 17

Re:

Siebel Request: 71-665668392 2005 Chevrolet Cobalt VIN # 1G1AK12F257

Dear Mr. Rick Manning:

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 wishin 24 hours. The specific documents needed are:

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

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

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

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

Sincerely,

Alicia White

Alicia White BRC Customer Relationship Specialist Pb# 800-231-3841, prompt 9, prompt 5, extension 11812 FAX# 866-281-0326

497996

100 N.W. VIVION RD. KANSAS CITY, MO 64118 (816) 454-6666

INVOICE

SALES TAX

PLEASE PAY THIS AMOUNT



LIBERTY, MO PAGE 1 HOME: BUS: SERVICE ADVISOR: 382 WOODY STOCKTON COLOR MAKE/MODEL LICENSE MILEAGE IN RED CHEVROLET COBALT 1G1AK12F257 PROD. DATE WARR EXP. PROMISED 11 11 PO NO. 56445/56445 DEL DATE JT2468 RATE PAYMENT INV. DATE 26JUL05 IS 17:00 26FEB08 R.O. OPENED 0.00 CASH OPTIONS: DLR:05011 ENG:2.2 Liter\_MFI\_DOHC 26FEB08 07:24 26FEB08 113:15 26FEB08 LINE OPCODE TECH TYPE HOURS A RECALL-06217- HEAD PROTECTION LIST CAUSE: RECALL in Bertalia (j. 17 \*V1556 INSTALL ENERGY ABSORBING DEVICE 164WAR94 (N/C)(N/C)Terrander: PART#:0:25844441 - 15 to a an indicator of the terrander and first allow The Chaim Type; I will be an easy the all the second of th AUTH CODE: 最级管理的逻辑 無缺点的 电电流点点表达 Period Battletin in the antique the day of the end PARTS: 0.00 LABOR: PARTS: 0.00 LABOR: 0.00 OTHER: 56445 RECALL .0 PERFORM HEAD RESTRAINT RECAL TOTALL LINE A. B \$50 DIAG C/S HAS ROTATIONAL CLICKING NOISSE ON ACCELERATION AND 98 INSPECTION AND DIAGNOSIS 0.00 LABOR: 29.98 OTHER: 0.00 TOTAL LINE 29.98 56445 CLICK 5 ROAD TESTED AND FOUND HUB CAPS CLICK UPON HARSH TURNS OR SLOW CREEP REMOVED HUB CAPS AND ALL CLICKING WENT AWAY CHECKED FRT SUSP AND ALL CHECK OK AT THIS TIME C C/S HAS OIL LEAK AT FRT- ADVISE- \$50 DIAG - 214 TV 98 INSPECTION AND DIAGNOSIS PARTS: 4 0.00 - LABORY : 4 29.298 | OTHER: 4 10.00 - TOTAL LINE C: 29.98 29.98 29.98 56445 V5 WASHED MOTOR OFF 3 DIFFERENT TIMES AND TEST DROVE CAR 3 DIFFERENT TIMES DROVE CAR TO 68TH STREET AND TWICE AND TO BARRY ROAD STATEMENT OF DISCUAIMER DESCRIPTION The factory warranty constitutes all of the warranties with respect to the sale of this familiams. The Selier hareby expressly disclaims all TOTALS LABOR AMOUNT PARTS AMOUNT Seller hereby expressly discialing all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller nather assumes nor authorizes any other person to assume for it any hability in connection with the sele of this items. GAS, OIL, LUBE SUBLET AMOUNT MISC, CHARGES TOTAL CHARGES LESS INSURANCE

CUSTOMER SIGNATURE

497996

100.N.W. VIVION RD. KANSAS CITY, MO 64118 (816) 454-6656

LIBERTY HOME

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PAGE 2

INVOICE



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PLEASE PAY THIS AMOUNT

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100:N.W. VIVION RD. KANSAS CITY, MO 64118 (816) 454-6666

INVOICE



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474316

VAN CHEVROLET CADILLAC

LESS INSURANCE

SALES TAX

PLEASE PAY

0.00

1.05

100 N.W. VIVION RD. KANSAS CITY, MO 64118 . (816) 454-6666

ACCOUNTING LIBERTY. MO PAGE 1 HOME: BUS: SERVICE ADVISOR: 382 WOODY STOCKTON MAKE/MODEL COLOR YEAR! VIN LICENSE MILEAGEIN 1G1AK12F257 CHEVROLET COBALT <u>37302/37302</u> PROD. DATE WARR, EXP. DEPROMISED 1 PO NO HATE PAYMENT (NV. DATE <u>26</u>JUL05 IS 17:00 03APR07 0.00 | CASH . 03APR07 R.O. OPENED READY OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC 07:22 03APR07 14:33 03APR07 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST A PREFERED CUSTOMER-CHANGE OIL, FILTER, AND CHASSIS LUBRICATION PC01 PREFERED CUSTOMER-CHANGE OIL, FILTER, AND 381 400 CHASSIS LUBRICATION 151 CEMP 381 400 4.00 4.00 1 12605566 FILTER 448 555 0 8.69 5.55 5 55 1 OIL OIL 875 0 875 8.75 VERSION 1 (EMP# 151,03APR07 09:05): 37302 .3 LOF B PREFERED CUSTOMER-BALANCE AND ROTATE TIRES PC10 PREFERED CUSTOMER-BALANCE AND ROTATE TIRES hwar e i ar artushab 26 (8) 151 CEMP 1016 3699 36.99 VERSION 1 (EMP# 151,03APR07 09:06): 37302 .8 ROT AND BAL TERES SUGGEST ... REPLACING 3 TIRES DUE TO WARE C\*\* RECALLA 06217 HEAD IMPACT and the state SOP SPECIAL ORDER PART 263 ISER 0.00 0 0 0.00 0.00 VERSION 1 (EMP# 263,03APR07 08:12): 37302 RECALL ORDER RECALL PARTS THERE WILL BE A SLIGHT CHARGE FOR MATERIALS USED TO REPAIR YOUR VEHICLE AND FOR HAZARDOUS WASTE REMOVAL wall for his best of a great to Service Andrews FINISH DURATION TYPE TECH LINE(S) CHG 04-03-07 07-49 263 A .... Charles 08:12 08:12 0.00 M263 08:24 09:05:05:0.500.68; #yike/W 151/84 A ANDREAS -O.02 09:05 09:06 W В estat i en praek da. North Tillian and Cignal Arger COST CONTROL SALE ACCOUNT ACCOUNT SALE COST 46700 46000 4099 1.**1397**. grade – dregiv 555 448 49100 875 875 46300 0 1 3 a... 32400 105 0 \*\*\*\*\* 6704 22500 5634 SALE, & COMP TOTALS STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER
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CUSTOMER SIGNATURE

472597

VAN CHEVROLET CADILLAC

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100 N.W, VIVION RD, KANSAS CITY, MO 64118 (816) 454-6666

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ACCOUNTING

IBERTY, MO PAGE 1 OME: BUS: SERVICE ADVISOR: 594 BILL ROWAN COLOR YEAR MAKERMODEL MILEAGEN ED05 CHEVROLET COBALT 1G1AK12F257 35758/35758 DEL DATE PROD. DATE WARR EXP. . PROMISED PO NO. RATE PAYMENT 6JUL05 WAIT 10MAR07 0.00 f R.O. OPENED READY OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC 7:17 09MAR07 07:00 12MAR07 INE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET CS RIGHT REAR TURN SIGNAL IS INOPERATIVE 'AUSE: BULB BURNED OUT NO760 BULBS, STOP, TAIL, AND TURN LAMP (RIGHT) REPLACE 1 9441839 BULB LP 136 PART#: 9441839 COUNT: 1 1975年 2015年 1986年 19 CLAIM TYPE: OJ of the March Martings 666 2585 TLABOR TERSION 1 (EMP# 495,10MAR07 11:00): 35758 SHORTED REPLACE RIGHT REAR TURN SIGNAL BULB 3\*\* C/S ABOVE 60 MPH HAS VIBRATION SHAKES DASH OK TO BALANCE TIRES-SEE FILE TIREZ REPLACE 2 TIRES \$148 At 12 495 ISER 0.80 1776 0 00.0 - 2 9595086 WHEEL - 120778 - 13700 2 0 91.33 68,50 2 274288 STEM 238 300 2.38 0 /ERSION 1 (EMP# 432,10MAR07 08:56): 35758 NO CAR HERE VERSION 2 (EMP# 495,10MAR07 11:02): 35758 WHEELS BENT 1.2 ROAD TEST AND THECK OUT FOR VIBRATION FOUND RIGHT FRONT AND RIGHT REAR WHEELS BENT.REPLACE RIGHT FRONT AND RIGHT REAR WHEELS AND BALANCE BOTH RIGHT FIDE TIRES ``. i ...' THERE WILL BE A SLIGHT CHARGE SANTANTOLOGIST OF THE ASSESSMENT POR MATERIALS USED TO REPATR YOUR VEHICLE AND FOR HAZARDOUS TAKALI - ANTENESIA - AN**VASTE REMOVAL**ISMA, L. HARRIST HALL STATEMENT OF DISCLAIMER DESCRIPTION The fectory warranty conscitutes all LABOR AMOUNT of the warranties with respect to the sale of this ItemAltems, The PARTS AMOUNT Selier harshy expressly disclebes ail warranties sither express warrantes sither express or implied, including any implied warranty of merchanitability or funess for a particular purpose. Seller neither assumes nor authorizes any other porsen to assume for it any liability in GAS, OIL, LUBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES connection with the sale of this LESS INSURANCE item/Items. SALES TAX

470566

VAN CHEVROLET CADILLAC

SALES TAX

PLEASE PAY THIS AMOUNT

0.00

0.00

100 N.W. VIVION RD. KANSAS CITY, MO 6411 (816) 454-6666

ACCOUNTING

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VAN CHEVROLET CADILLAC

100 N.W. VIVION RD. KANSAS CITY, MO 64118 (816) 454-6666

ACCOUNTING

LIBERTY, MO			PAGE 1				
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VAN CHEVROLET CADILLAC

100 N.W. VIVION RD. KANSAS CITY, MO 64118 (816) 454-6666

57657296

ACCOUNTING

LIBERTY, MO		PAGE 1		
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		Seller heraby expressly disclaims all warranties sither express or implied, including any implied.	GAS, OIL, LUBE	0.00
		warranty of merchantability or fitness for a particular purpose. Seller maither assumes nor	SUBLET AMOUNT MISC. CHARGES	0.00
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21635

VAN CHEVROLET CADILLAC

100 N.W. VIVION RD. KANSAS CITY, MO 64118 (816) 454-6666

ACCOUNTING

LIBERTY, HOME	MO	BUS:
COLOR	XEAR	MAKE/M
RED DEL DATE	05 #806	CHEVROLET

	10					PAGE 1				
HOME:			BUS:							
COLOR	XEAR	**************************************	MAKE/MODEL		SEF	NICE ADVISOR	: 296 KEL	LEY SCHNI	EIDER	Ø <del>1</del>
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Fax:8164142997 Oct 6 2008 02:28pm P011

01/15/2007 at 01:04 PM 16542

ZAN CHEV CAD 5 Fax: 8164142997

Job Number:

## VAN CHEVROLET CADILLAC BODY SHOP

Federal ID #:440617358 100 NW VIVION RD KANSAS CITY, MO 64118 (816)454-6666 Fax: (816)455-7433

## PRELIMINARY ESTIMATE

Written By: Kelley Schneider Adjuster:

Insured:

Owner: Address:

Day: Cellular:

Claim # Policy #

Deductible: \$500.00

Date of Loss: Type of Loss:

Point of Impact: 2. Right Front Pil

Inspect Location:

Insurance Company:

AM Radio

CD Player

Cloth Seats

Days to Repair

MO Prod Date: 06/2005 Odometer: 30910

2005 CHEV COBALT 4-2.2L-FI 2D CPE RED Int:grey

**VIN:** 1G1AK12F257

Air Conditioning

Clear Coat Paint

Intermittent Wipers

Condition: Good

Lic:

Rear Defogger Body Side Moldings

Body Side Moldin Power Steering

FM Radio

Driver Air Bag Bucket Seats Tilt Wheel Dual Mirrors Power Brakes

Stereo

Passenger Air Bag 5 Speed Transmission

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		FENDER					
2	R&I	RT Fender liner w/o SS, SPORT				0.3	
3*	Rpr					4.0	1.8
<b>4</b> 5	_	Add for Clear Coat				<del>210</del>	0.7
		FRONT BUMPER					0 + /
6* 7	R&I	R&I bumper cover-PARTIAL FRONT LAMPS				0.4	
8 9	R&I	RT Headlamp assy w/o SPORT DOOR				0.3	
10* 11 12	Rpr					0.5	2.2 -0.4 0.4
13 14* 15* 16* 17#	R&I R&I	RT Belt w'strip				0.3 0.3 0.3 0.3	0.4

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Fax:8164142997

Oct 6 2008 02:29pm P012

199.05

01/15/2007 at 01:04 PM 16542

Job Number:

## PRELIMINARY ESTIMATE

2005 CHEV COBALT 4-2.2L-FI 2D CPE RED Int:grey

				-	<u></u>	
 NO. 	OP.	DESCRIPTION	 QTY	 EXT. PRIC	E LABOR	 PAINT
18 19*	R&I Repl	RT Mirror assy w/o power LKQ RT Mirror assy w/o power +30%	1	<u>84.50</u>		0.4
		Subtotals ==>			7.3	5.1
Prior Dama	 ∃ge Note	Parts				84 50
		Body Labor Paint Labor Paint Supplies	5.1	. hrs @ \$	38.00/hr 38.00/hr 25.00/hr	277.40 193.80
		SUBTOTAL Sales Tax	\$ 	212.00 (	\$ 7.4750	683.20 15.85
		GRAND TOTAL			\$ \$	699.05
		ADJUSTMENTS: Deductible				500.00
		CUSTOMER PAY INSURANCE PAY	- <del>-</del>			500.00

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1CL05 Database Date 12/2006, CCC Data Date 12/2006, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional CEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MCTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Farts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Farts, RCY, or USED. Reconditioned parts are described as Recon. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

VAN CHEV\CAD Fax:8164142997 Oct 6 2008 02:29pm P013 VAN 57657296 100 N.W, VIVION RD. KANSAS CITY, MO 5411 (816) 454-6665 465487 CHEVROLET CADILLAC ACCOUNTING  $\mathbf{L}_{\mathsf{L}}\mathbf{B}\mathbf{E}\mathbf{R}\mathbf{T}\mathbf{Y}$ PAGE 1 HOME BUS: SERVICE ADVISOR: 205 PHIL WINES COLOR YEAR MAKE/MODEL LICENSE MILEAGE IN RED 05 CHEVROLET COBALT 1G1AK12F257 DEL DATE PROD. DATE WARR EXP PROMISED 30110/30110 PO NO BATE PAYMENT INV. DATE <u>2</u>6JUL05 IS 15:00 27NOV06 0.00 R.O. OPENED 58NOA02 READY OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC <u> 12:01 27NOV06</u> 07:42 28NOV06 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE A CS AFTER TIRE ROTATE HAS VIBRATION AROUND 60 65 ADVISE EMPLOYEE COMP LIST 10 ROTATE AND BALANCE TIRES 151 ISER 0.80 992 0 VERSION 1 (EMP# 151,27NOV06 17:04): 30110 .8 BALANCED ALL TIRES AND ROTATED BENT WHEEL TO THE REAR AND ROTATED THE OTHER SIDE TO MATCH RIGHT REAR WHEEL IS BENT CAUSING THE VIBERATION THERE WILL BE A SLIGHT CHARGE FOR MATERIALS USED TO REPAIR Your vehicle and for hazardous WASTE REMOVAL Marin Spekwaka ng m 学生实验的主要证明经验的基础的基础的主义是实验的主义的主义的主义的主义 DATE START FINISH DURATION TYPE TECH LINE(S) CHG 11-27-06 16:13 17:04 OF THE WILL PROPERTY OF THE SECOND SE ACCOUNT SALE COST CONTROL ACCOUNT SALE COST CONTROL 46300 0 6704 \*\*\*\* 0 (2) 中国的国际区域中国共享的国际 图 (4.15图1 / Dec.) Salate Since 人名英西格兰古姓氏 化分类类的复数形式 化二苯基苯酚基酚 医多种 计自己的 化二苯基甲基基苯基甲基甲基甲基 [28] 15] 为毛统的数据中央的数据联系数据中型中的数据联系的信息与自由,实现的现在,并被编设的数据等的。 "世界所能在企图,只是不管都是一个主义的影響觀測也是有更多的觀測觀測的影。

992 0 STATEMENT OF DISCLAIMER DESCRIPTION The factory warranty constitutes ell of the warranties with respect to the sale of this item/trans. The Salter hareby expressly disclaims all TOTALS LABOR AMOUNT 0.00 Selfor hereby expressity disclaims all warranties either express or implied, including soly implied vierantly of marchantability or ritness for a particular purpose. Selfor natther assumes nor authorizes any other person to essume for it any lieblity in connection with the sale of this item/sems. PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00MISC, CHARGES 0.00 TOTAL CHARGES 0.00 LESS INSURANCE 0.00 SALES TAX 0.00 CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT 0,00

· 中国的建筑和中国中国的基础基础的第三人称:"是是自己的

465205

VAN CHEVROLET CADILLAC

100 N.W. VIVION RD. KANSAS CITY, MO 64118 (816) 454-6666

ACCOUNTING

LIBERTY. MO PAGE 1 HOME: BUS:  SERVICE ADVISOR: 205 PHIL WINES
HOME: SERVICE ADVISOR: 205 PHIL WINES
COLOR: YEAR MAKE/MODEL TAG
RED 05 CHEVROLET COBALT 1G1AK12F257 29627/29627 T1445
DEL DATE PROD. DATE WARE EXP. PROMISED PROMISED PAYMENT PAYMENT PAYMENT PAYMENT
26JUL05 IS WAIT 21NOV06 0.00 CASH 21NOV06
OPTIONS: DLR:05011 ENG:2.2_Liter_MFI_DOHC
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151 CP 496 1595 15.95 15.95 VERSTON 1 (EMP# 151.21NOV06 16:14): 29627 .4 ROT
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FOR MATERIALS USED TO REPAIR
YOUR VEHICLE AND FOR HAZARDOUS WASTE REMOVAL
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COST, SAUD, & COMP TOTALIS 213	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS / 1
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	the sets of this itemlitems. The Setter hereby expressly displains all	PARTS AMOUNT	14.30
	vvarianties either express or implied including any implied	GAS, OIL, LUBE	0.00
	warranty of merchantability or fitness for a particular purpose.	SUBLET AMOUNT	0.00
	Seller neither assumes nor	MISC. CHARGES	0.60
	authorizes any other person to assume for it any liability in	TOTAL CHARGES	34.85
	connection with the sale of this item/frems.	LESS INSURANCE	0.00
	1	SALES TAX	1.09
	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	35.94

462491

VAN CHEVROLET CADILLAC

100 N.W. VIVION RE KANSAS CITY, MO 64 (816) 454-8666

ACCOUNTING

26934/26934 RATE PAYMENT 0.00 CASH 33.23 2 2

LIBERTY, MO PAGE 1 HOME: BUS: SERVICE ADVISOR: 268 DON NICHOLS COLOR MAKEMODEL VIN EICENSE | MILEAGEIN IV RED CHEVROLET COBALT 1G1AK12F257 DEL DATE PROD. DATE WARR, EXP. PROMISED PO NO. <u>26JUL0</u>5 IS 17:00 140CT06 P.O. OPENED READY OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC <u>08:49 140CT06</u> 10:13 14OCT06 LINE OPCODE TECH TYPE A/HRS S/HRS COST COMP A CUST STATES CK ENG LIGHT IS STAYING ON CAUSE: UPDATED PCM CALIBRATION J6354 POWERTRAIN CONTROL MODULE ENGINE REPROGRAMMING WITH SPS 307 WAR FC: 11455 PART#: COUNT: 0 CLAIM TYPE: in Ald Adeta Zahillan Italia saka AUTH CODE: WG ·通過關係。 (2013年) 0 0 TPARTS di Haria d 866 3323 TLABOR VERSION 1 (EMP# 307,140CT06 09:53): 26934 HAD CODE PO171.REPROGRAMED FCM CODE 11455. VEHICLE RUNS AS DESIGNED CK ENGINE LIGHT IS OFF THERE WILL BE A SLIGHT CHARGE FOR MATERIALS USED TO REPAIR YOUR VEHICLE AND FOR HAZARDOUS WASTE REMOVAL DATE START FINISH DURATION TYPE TECH LINE(S) CHG 10-14-06 09:23 09:53 0.50 W 307 British Walter Day (49) ACCOUNT COST CONTROL ACCOUNT SALE COST ``∂∛```33.23` 366 FEET NOT NOT RESTOR FOR STANDING STANDARD ST Marie Carlotter 的变形 (Procedure of the control of the procedure of the control of Mister and Sign

& COMP TOTALS 866 STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER
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the sale of this itemulitens. The
Selier histery expressly displains all
warrantles either express or
implied, including any implied
warrantly of marchentability or
fitness for a perticular purpose.
Seller neither assumes nor
authorizes any other person to
assume for it any liability in
connection with the sale of this
itemulitems. DESCRIPTION. LABOR AMOUNT PARTS AMOUNT GAS, OIL, LUBE SUBLET AMOUNT MISC, CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX CUSTOMER SIGNATURE PLEASE PAY

462070

VAN CHEVROLET CADILLAC

100 N.W. KANSAS C (816) 353

ACCOUNTING

PAGE 1 LIBERTY, MO BUS: HOME: SERVICE ADVISOR: 268 DON NICHOLS UCENSE MAKE/MODEL MN COLOR YEAR 1G1AK12F257 26664/ CHEVROLET COBALT PROD. DATE WARR EXP. PROMISED PROMISED POINT RATE 0.00 | CASH WAIT 090CT06 26JUL05 IS DLR:05011 ENG:2.2 Liter MFI DOHC R.O. OPENED OPTIONS: LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST A CUST STATES RADIO BUTTONS ARE STARTING TO PEEL INSTALL SOP CAUSE: RADIO FINISH PEELING R0760 RADIO, REMOVE AND REPLACE 0.30 701 41.54 4154 397 WAR 14 WAR FC: 5L PART#: COUNT: 0 FCLAIM TYPE: THE PROPERTY OF T AUTH CODE 2 医动物 医二氏性 化硫酸酯医二氏异烷基酚酚硷 VV0 TPARTS 701 4154 TLABOR VERSION 1 (EMP# 397,090CT06 13:51): 26664 RADIO SEEK BUTTONS FADED. R/R AND REPLACED RADIO AND PERFORMED SETUPAGE THERE WILL BE A SLIGHT CHARGE FOR MATERIALS USED TO REPAIR YOUR VEHICLE AND FOR HAZARDOUS WASTE REMOVAL TECH LINE(S) CHG START FINISH DURATION TYPE 13:51 13:33 0.30 . W ACCOUNT 7.01 4154 \*\*\*\*\* 46200 4154 三面 医乳基二氯二酚 加斯特斯特 化氯酚 海豚 udha bilkili kup 사람들은 사람들은 점점 시간 경우는 사람들은 이 사용을 하는 것은 그 사람들이 없다. o de arigina de como en la Calebratica de Arigina de Arigina de Arigina de Arigina de Arigina de Arigina de Ar

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STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this itemutems. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller bether assumes nor authorizes any other person to assume tor it any liability in connection with the sale of this item/items. The factory warranty constitutes all

DESCRIPTION LABOR AMOUNT PARTS AMOUNT GAS, OIL, LÜBE SUBLET AMOUNT MISC. CHARGES TOTAL CHARGES LESS INSURANCE SALES TAX

VAN CHEVROLET CADILLAC

100 N.W. VIVION RD. KANSAS CITY, MO 641 (816) 454-6666

ACCOUNTING

LIBERTY, MO

PAGE 1

HOME :		BUS:			PAGE J	L				
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MUST	BE COMPLETE	O BY SELL	ER NOTICE OF SALE/TRANS	FER SEE INSTRUCTIONS ON REVERSE
1	02 00		PURCHASER NAME - LAST, FIRST, MIDDLE (RE	QUIRED) DOR USE ONLY - CODE
			ADDRESS (REQUIRED)	
			CITY (REQUIRED)	STAYE (REQ.) ZIP CODE (REQUIRED) COUNTY
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KOV	YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER	TITLE NUMBER
	2005	2005 CHEV <i>IGIAKI</i>		TTA79290
DATE OF	SALE (REQUIRED)		NET PURCHASE	PRICE (AFTER TRADE-IN) (REQUIRED)











## GENERAL MOTORS BUSINESS RESOURCE CENTER

## VIA FAX ONLY

October 1, 2008

Rick Manning VAN CHEVROLET-CADILLAC, INC. 100 NW VIVION RD KANSAS CITY, MO 64118-4539

Re:

Siebel Request: 71-665668392 2005 Chevrolet Cobalt VIN # 1G1AK12F257

Dear Mr. Rick Manning:

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

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

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

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

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

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

Sincerely,

Alicia White

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

2005 COBALT 2-DOOR COUPE 74U VICTORY RED	/L4G	CHEVROLET GENERAL M		
B GRAY 100 RENAISSANCE CENTER				
ORDER NO. JDSXBQ/TRE STOCK NO	).	DETROIT	MI 48	3243-1114
VIN 1G1 AK12 F2 57		VEHICLE I	NVOICE 1A	066287482
VIN 1G1 AK12 F2 57	*****	******	*****	13*05383S
MODEL & FACTORY OPTIONS 1AK37 COBALT 2-DOOR COUPE	MSRP	INV AMT	RETAIL -	STOCK
1AK37 COBALT 2-DOOR COUPE	13625.00	12739.38	INVOICE	06/01/05
AP9 TRUNK CARGO NET	45.00	40.50	SHIPPED (	06/01/05
AU3 POWER DOOR LOCK SYSTEM	370.00	333.00	EXP I/T (	06/14/05
B34 FLOOR MATS	80.00	72.00	INT COM (	06/14/05
DT4 ASHTRAY AND LIGHTER FE9 50-STATE EMISSIONS	15.00	13.50	PRC EFF (	06/01/05
FE9 50-STATE EMISSIONS	N/C	N/C	KEYS G35	94 G3594
JM4 4-WHEEL ANTI-LOCK BRAKE SYSTEM			WFP-F QTI	R OPT-1
K34 CRUISE CONTROL			BANK: GM	AC - 008
L61 2.2L DOHC 4 CYL ENGINE	0.00	0.00	CHG-TO	05-383
MXO 4-SPD. AUTO. TRANS. W/OVERDRIN				
T43 REAR DECK-LID SPOILER	275.00	247.50	SHIP WT:	2746
UNO AM/FM STEREO W/CD PLAYER	185.00	166.50	HP:	18.4
			GMS:	15141.28
			SUPPLR:	15819.26
			MRM:	16685.00
			DAN:	COUPE

TOTAL MODEL & OPTIONS	16120.00	14984.88	ACT 231	15066.28
DESTINATION CHARGE	565.00	565.00	H/B 261	483.60
LAM DEALER CONTRIBUTION		161.20	ADV 261	161.20
LAM GROUP CONTRIBUTION		161.20	EXP 65A	161.20

TOTAL 16685.00 15872.28 PAY 310 15872.28

MEMO: TOTAL LESS HOLDBACK AND

APPROX WHOLESALE FINANCE CREDIT 15184.30

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

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

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

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

REMIT TO GMAC NO. 008 VIN 1G1AK12F257 \$ 15872.28 INV 1AD66287482 DUE 06/14/05 DEALER 05-383

MEMO 731.00

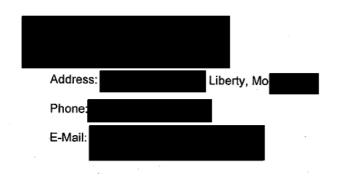
WESTFALL-O'DELL MOTORS, INC.

To whom it may concern:

9-25-08 CMV0850111

I have a problem that I would like to bring attention to that I feel is a safety issue. I bought a 2005 Chevy Cobalt back in July of 05. The power steering on the cobalt's is an EPS system (Electrical Power Steering). The power steering has been going off and on when I am driving. My car has 68,000 miles and is a 2005; there are cars that only have 12,000 miles that are also having the same issue, so I know it is not caused by the age or mileage of my car! It started on Friday when I was driving into town. The power steering went out and I had to pull over, turn the car off and then back on. After doing this the car was fine for a few minutes then the power steering shut off again. Ever since then; the power steering has been going out, even on the highway going 55+ mph which is very dangerous since it makes the car hard to turn. I went on the internet and looked up "issues with power steering on Chevy Cobalt's" and I came across hundreds of complaints about the power steering. After reading, I learned that other Chevy Cobalt owners are having the exact same problem with the EPS system. I'm not sure why GM has not recalled this issue when it is a huge safety hazard. To fix this problem, the part it self is \$600 not including labor. As I furthered my research people have been paying about \$1,200 - \$1,500 to replace and fix the EPS system. I really think it is very irresponsible of GM to not have a recall on this part due to the hundreds of complaints I have witnessed! GM needs to wake up and see that when the power steering goes out while you're driving 55+mph on the highway it's not easy nor is it safe for anyone in the car and that they need to do a recall or at least help pay for the issue which is the EPS system. I am not sure what it will take for GM to recall the part; maybe a death due to the EPS system failure is what they are waiting for. In that case they do not have the heart or care about the safety and appreciation of their customers. I also contacted GM customer service and they were not able to help me with anything but tell me I am going to have to pay to fix the issue. I appreciate your time and hope this subject gets resolved with immediate action!

Thank you,



I only sent the first page of all the complaints on the EPS system that were from Cobalt owners on a few of the websites I looked at. If you would like all of the pages please mail me or call stating that you would like the rest of the pages. I did not send all due to the amount of pages I would have to print.

Thank you.

Address:	Liberty, MO
Phone	
E-Mail:	





## OFFICE OF DEFECTS INVESTIGATION (ODI)

## Complaints - Search Results

47 Record(s) Displayed.

Report Date: September 25, 2008 at 09:01 AM

Search Type: VEHICLE

Year: 2005

Make: CHEVROLET

Model: COBALT

Make: CHEVROLET

Model: COBALT

Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number: 10243358

Number of Deaths: 0

Date of Failure: September 19, 2008

VIN: 1G1AK12F257...

Component: STEERING

## Summary:

I HAVE A PROBLEM THAT I WOULD LIKE TO ISSUE THAT HAS TO DO WITH SAFETY. I BOUGHT A 2005 CHEVY COBALT BACK IN JULY OF 05. THE POWER STEERING ON THE COBALT'S IS A EPS SYSTEM (ELECTRICAL POWER STEERING). THE POWER STEERING HAS BEEN GOING OFF AND ON WHEN I AM DRIVING (I HAVE ONLY 68,000 MILES). IT STARTED ON FRIDAY WHEN I WAS DRIVING INTO TOWN IT WENT OUT AND I HAD TO PULL OVER, TURN THE CAR OFF THEN BACK ON. AFTER DOING THIS THE CAR WAS FINE THEN A FEW MINUTES LATER THE POWER STEERING WENT OFF AGAIN! EVER SINCE THEN THE POWER STEERING HAS BEEN GOING OUT, EVEN ON THE HIGHWAY GOING 55 IT GOES OUT WHICH CAUSES IT TO BE VERY HARD TO TURN OR STEER MY CAR. I WENT ON THE INTERNET AND LOOKED UP "ISSUES WITH POWER STEERING ON 2005 CHEVY COBALT'S" AND I CAME ACROSS HUNDREDS OF COMPLAINTS ABOUT THE POWER STEERING GOING OUT ON PEOPLE THAT OWN A COBALT OR A MALIBU WHICH ALSO HAS A EPS SYSTEM, I'M NOT SURE WHY GM HAS NOT RECALLED THIS ISSUE WHEN IT IS A SAFETY ISSUE! TO FIX THIS PROBLEM THE PART ITS SELF IS \$500 NOT INCLUDING LABOR. AS I DID MY RESEARCH PEOPLE HAVE BEEN PAYING ABOUT \$1,200 TO FIX THE EPS SYSTEM. I REALLY THINK IT IS VERY IRRESPONSIBLE OF GM TO NOT HAVE A RECALL ON THIS PART DUE TO THE HUNDREDS OF COMPLAINTS I HAVE SEEN! SOMEONE PLEASE HELP ME ON GETTING GM TO WAKE UP AND SEE THAT WHEN THE POWER STEERING GOES OUT WHILE YOU'RE DRIVING 55+MPH ON THE HIGHWAY ITS NOT EASY NOR SAFE FOR ANYONE IN THE CAR AND THAT THEY NEED TO DO A RECALL TO FIX ALL OF THE PROBLEMS ON THE EPS SYSTEM. I DON'T KNOW WHAT IT WILL TAKE FOR THEM TO WAKE UP AND RECALL THE PART, MAYBE A DEATH DUE TO EPS SYSTEM FAILURE IS WHAT THEY ARE WAITING FOR. IN THAT CASE THEY HAVE NO HEART FOR THEIR CUSTOMERS OR APPRECIATION. I ALSO CONTACTED GMAC CUSTOMER SERVICE AND THEY WERE NOT ABLE TO HELP ME WITH ANYTHING BUT TELL ME I AM GOING TO HAVE TO PAY FOR THE PROBLEM TO GET FIXED. I AM ALSO NOT SURE IF THERE HAS BEEN ANY CRASH RELATED INCIDENTS DUE TO THE EPS SYSTEM. THANK YOU! LAUREN PHILLIPS

Make: CHEVROLET

Model: COBALT

Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

**ODI ID Number**: 10243109

Number of Deaths: 0

Date of Failure: September 22, 2008





## OFFICE OF DEFECTS INVESTIGATION (ODI)

## Complaints - Search Results

13 Record(s) Displayed.

Report Date: September 24, 2008 at 05:52 PM

Search Type: VEHICLE

Year: 2005

Make: CHEVROLET

Model: COBALT

Make: CHEVROLET Model: COBALT Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No Fire: 1

Fire : No Number of Injuries: 0

ODI ID Number: 10242130 Number of Deaths: 0

Date of Failure: September 7, 2008

VIN: 1G1AK52F557...

Component: STEERING:ELECTRIC POWER ASSIST SYSTEM

### Summary:

2005 COBALT, 40K MILES. ELECTRIC POWER ASSIST STEERING SYSTEM GOING OUT. LIGHT COMES ON SOMETIMES AND POWER STEERING WILL GO OUT. WILL STOP CAR, AND SOMETIMES THIS STOPS. MOSTLY BAD ON HOT DAYS. OUT OF WARRANTY, RESEARCHING WILL COST ME 1,200 TO 2,000. UNDERSTAND THIS IS A KNOWN ISSUE. WHY ISN'T THERE A RECALL. I HAVE A 3 YEAR OLD AND BRAND NEW BABY GRAND DAUGHTER. I SHUDDER TO THINK WHAT WILL HAPPEN IF THIS GOES OUT WHILE THEY ARE IN MY CAR. THEY LIVE WITH ME. THIS IS HORRIBLY DANGEROUS. THEY WONT RECALL IT, BUT MAKE THE PART SO EXPENSIVE YOU CANT AFFORD IT. NO OTHER PART EVER COST THAT MUCH IN MY LIFE UNLESS I WAS REPLACING AN ENGINE. I AM ASKING THAT THEY RECALL THIS PART ASAP BEFORE SOMEONE GETS KILLED. YOU NEVER KNOW WHEN IT WILL JUST STOP WORKING, AND LOOSE POWER AND OR CONTROL OF YOUR CAR. I PRAY THAT MYSELF OR MY GRANDCHILDREN CAN LIVE THROUGH THIS LONG ENOUGH TO SAVE THE MONEY TO MAKE THIS RIDICULOUSLY EXPENSIVE REPAIR. I CANT JUST NOT DRIVE IT. IT IS OUR ONLY CAR. PLEASE PLEASE INVESTIGATE THIS PART IN THE COBALT AND FROM WHAT I HEAR A FEW OTHER CAR MAKES. IT IS THE SCARIEST THING IN THE WORLD TO LOOSE POWER WHILE DRIVING. AND EXTREMELY DANGEROUS. THANK YOU \*TR

Make: CHEVROLET Model: COBALT Year: 2005

Manufacturer: GENERAL MOTORS CORP.

Crash: No Fire: No Number of Injuries: 0
ODI ID Number: 10221039 Number of Deaths: 0

Date of Failure: December 1, 2007

2400 011 4114101 2000111201 1, 20

Component: STEERING:ELECTRIC POWER ASSIST SYSTEM

### Summary:

VIN: Not Available

TL\*THE CONTACT OWNS A 2005 CHEVROLET COBALT. WHILE DRIVING AT ANY SPEED, THE POWER STEERING INTERMITTENTLY SHUTS OFF. THE FAILURE HAS PROGRESSIVELY WORSENED OVER TIME. THE DEALER STATED THAT THE STEERING COLUMN NEEDED TO BE REPLACED AT THE COST OF \$2,000. THE VIN, ENGINE SIZE, AND PURCHASE DATE WERE UNKNOWN. THE CURRENT MILEAGE WAS 55,000 AND FAILURE

will be obt - complaints





## OFFICE OF DEFECTS INVESTIGATION (ODI)

## Complaints - Search Results

25 Record(s) Displayed.

Report Date: September 24, 2008 at 05:55 PM

Search Type: VEHICLE

Year: 2006

Make: CHEVROLET

Model: COBALT

Make: CHEVROLET

Model: COBALT

Year: 2006

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

**ODI ID Number: 10242984** 

Number of Deaths: 0

Date of Failure: September 1, 2008

VIN: Not Available

Component: STEERING

Summary:

INTERMITTENTLY LOSES POWER STEERING WHILE DRIVING. (KNOWN DEFECT BY DEALER). \*TR

Make: CHEVROLET

Model: COBALT

Year: 2006

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

**ODI ID Number: 10241959** 

Number of Deaths: 0

Date of Failure: September 5, 2008

VIN: 1G1AL55F067...

Component: STEERING

### Summary:

I WAS LEAVING MY APARTMENT COMPLEX AND WAS IN THE PROCESS ON TURNING RIGHT ONTO THE MAIN STREET WHEN MY CAR WOULDN'T ALLOW ME TO CONTINUE TO TURN RIGHT SO I FORCED IT UNTIL I WAS STRAIGHT AGAIN AND THEN I HAD TO STOP(IN THE STREET) TO SEE WHY I COULDN'T TURN AND MY MESSAGE BOARD WAS FLASHING POWER STEERING. I THEN TRIED TO TURN INTO A BUSINESS TO GET OFF THE MAIN ROAD BUT COULDN'T TURN IN SO I TURNED OFF MY CAR AND STARTED IT AGAIN AND THE POWER STEERING RETURNED BUT ONLY FOR A FEW SECONDS. I HAD TO CONTINUE TO STOP AND TURN MY CAR OFF AND TURN IT ON AGAIN JUST TO RETURN TO MY RESIDENCE. THE POWER STEERING IS COMPLETELY GONE AND I CAN'T EVEN DRIVE MY CAR. I CALLED GM AND THEY TOLD ME THERE WAS NOTHING THEY COULD DO SINCE IT WAS OUT OF WARRANTY AND I CALLED THE DEALERSHIP AND THEY TOLD ME TO BRING IT IN BUT I INFORMED THEM THAT I LIVED THREE HOURS AWAY AND DIDN'T FEEL SAFE DRIVING THE CAR DOWN THE HIGHWAY AND THEY SAID ALL THEY COULD DO WAS HAVE ME BRING IT IN AND CAN CUT ME A DEAL ON THE REPAIR. I INFORMED BOTH COMPANIES THAT I WAS NOT WORKING AND THEY TOLD ME THERE WAS NOTHING THEY COULD DO. I WENT ONLINE TO SEE IF THERE WERE OTHERS WITH THIS SAME PROBLEM WHEN I FOUND THAT THERE ARE SEVERAL PEOPLE WITH THE SAME PROBLEM AND NOTHING IS BEING DONE ABOUT IT. I HAVE A 2006 CHEVY COBALT LT. \*TR





## OFFICE OF DEFECTS INVESTIGATION (ODI)

## Complaints - Search Results

8 Record(s) Displayed.

Report Date: September 25, 2008 at 09:08 AM

Search Type: VEHICLE

Year: 2007

Make: CHEVROLET

Model: COBALT

Make: CHEVROLET

Model: COBALT

Year: 2007

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

ODI ID Number: 10243365

Number of Deaths: 0

Date of Failure: September 24, 2008

VIN: 1G1AL55F577...

Component: STEERING

### Summary:

MY 2007 CHEVY COLBOLT WAS DIVING FINE THEN ABOUT 4 WEEKS AGO IT STARTED DRIVIN WEIRD, NOW THE POWER STEARING WENT OUT WHILE MY 17 YEAR OLD DAUGHTER WAS DIVINTG IT IN A PARKING LOT PRACTING FOR HER LICENCE!!!! SHE WAS SO UPSET WHEN SHE CAME HOME THAT IT TOOK ME ALMOST A WEEK TO GET HER TO DRIVE MY TRUCK!!!!!!!! WE CHANGED ONE OF THE FUSES AND IT STARTED WORKING AGAIN FOR ABOUT A WEEK AND TODAY IT WENT OUT AGAIN AS I WAS TAKIN ONE OF MY KIDS TO WORK... WE WERE ALMOST HIT FROM BEHID AS I WAS TRYING TO MAKE A RIGHT HAND TURN INTO HER WORK!!!!

Make: CHEVROLET

Model: COBALT

Year: 2007

Manufacturer: GENERAL MOTORS CORP.

Crash: No

Fire: No

Number of Injuries: 0

**ODI ID Number: 10241381** 

Number of Deaths: 0

Date of Failure: September 24, 2007

VIN: 1G1AK55F777...

Component: STEERING

### Summary:

TL\*THE CONTACT OWNS A 2007 CHEVROLET COBALT. WHILE THE VEHICLE WAS PARKED IN THE DRIVEWAY IN A RAINSTORM, THE CONTACT NOTICED THAT THE PASSENGER SIDE FRONT FLOOR PANEL WAS DRENCHED WITH FOUR INCHES OF WATER. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER AND REPAIRED. IN ADDITION, WHEN PRESSURE WAS APPLIED TO THE ACCELERATOR PEDAL, IT WOULD CONSTANTLY STICK. THE CONTACT HAD TO MAKE SEVERAL ATTEMPTS BEFORE THE PEDAL WOULD RELEASE. THERE WAS ALSO A MALFUNCTION WITH THE STEERING ROD. ON FOUR SEPARATE OCCASIONS, THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER FOR IDENTICAL FAILURES, BUT WITH NO RESOLUTIONS. THE CONTACT WAS CONCERNED OF THE SAFETY RISKS INVOLVED. THE FAILURE MILEAGE WAS 1,800 AND CURRENT MILEAGE WAS 14,000.



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### Chevrolet Cobalt

## Cobalt Power Steering Failure

Posted in the Chevrolet Cobalt Forum

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Chevy Cobalt Problems? - Submit Your Chevy Cobalt Details for a Free Lemon Law Case Review. YourLemonLawRights.com

Power Steering - Everything to do with Power Steering Items.

Chevy Cobalt Clearance - Chevrolet Dealers Cutting Prices to Meet Sales Goals. Get Our Low Price ChevroletCobalt.MotorTree.com

#### Comments

Showing posts 1 - 20 of 134 " prev | next "

Go to last post | Jump to page: 1 -

Atlanta, GA

Sep 6, 2007

#1 | 📤 Judge it! | Report Abuse | Reply »

Has anyone resolved a problem with the 2006 Cobalt regarding the power steering? I'm driving the car and randomly the power steering flashes on the screen and my power steering stops working. Turn the car off and back on and the issue goes away to return at random intervals. Appears to be worse the hotter it is outside. Over 80 is when it is the worst.

Kevin Saint Louis, MO

Sep 25, 2007

#2 | A Judge it! | Report Abuse | Reply »

Judged: 👸 ,

wilsonATL wrote:

Missamyone resolved a problem with the 2006 Cobalt regarding the power steering? I'm driving the car and randomly the power steering flashes on the screen and my power steering stops working. Turn the car off and back on and the issue goes away to return at random intervals. Appears to be worse the hotter it is outside. Over 80 is

Take it to the dealer, if your car is under warranty still. My girlfriend's 2005 Cobalt did the exact same thing. I was looking for the power steering reservoir to see if the power steering fluid was low, and to my surprise, I couldn't find it. I did research and found that the Cobalt doesn't have the standard hydraulic power steering system, but an electric power steering system. The dealer told us that the motor that drives the power steering was going out/shorting out, whatever, and it had to be replaced.

If it is not under warranty still, then I think you might be looking at about \$2000 or above to fix it.

This goes to prove that changing something that doesn't need to be changed is a bad idea. The hydraulic system would have been fine, and probably wouldn't have posed a problem this early in the car's life. Hopefully it's not going to happen again. Good luck!

Kevin

Saint Louis, MO

Sep 25, 2007

#3 | 🛧 Judge it! | Report Abuse | Reply »

wilsonATL wrote:

Wilsona L. Wrote:

Has anyone resolved a problem with the 2006 Cobalt regarding the power steering? I'm driving the car and randomly the power steering flashes on the screen and my power steering stops working. Turn the car off and back on and the issue goes away to return at random intervals. Appears to be worse the hotter it is outside. Over 80 is when it is the worst. when it is the worst.

SORRY, I apologize, I am actually not sure what the dealer had to replace. I just talked to my girlfriend, and the dealer told her the entire steering system had to be replaced, so I'm assuming the entire rack and pinion (if that is what is still used) and all components had to be replaced, which would be why it'd cost over \$2000 to replace without the warranty. Regardless, take it to the dealer if it is under warranty (obviously).

Jorge CA

Rialto, CA

Sep 29, 2007

#4 | 🟂 Judge it! | Report Abuse | Reply »

vilsonATL wrote:

witsonal L. Wrote:
Has anyone resolved a problem with the 2006 Cobalt regarding the power steering? I'm
driving the car and randomly the power steering flashes on the screen and my power
steering stops working. Turn the car off and back on and the issue goes away to
return at random intervals. Appears to be worse the hotter it is outside. Over 80 is when it is the worst.

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## Daily Horoscope for September 24

Cancer

A victory dinner with your partner is in order tonight, even if you're just celebrating surviving the past six months! You have been tested and tried relentlessly, but still prevail. The Crab's resiliency is apparent as your persistence pays off. The next few weeks may bring a promotion or other form of increase in status.

Get your Horoscope »

#### Chevrolet Cobalt News

- Continue reading "Turbocharging, compression sy...
- Ten Cars With Better Fuel Economy Than A Toyota...
- Why the Chevy Volt won't save GM
- First Look; 2009 Pontiac G5
- Płckup sales picking up
- Dixon leads Top Fuel charge with another fast F...





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WE APPRECIATE YOUR BUSINESS.IF FOR ANY REASON YOU ARE MOT "COMPLETELY SATISFIED" WITH THE SERVICE YOU RECEIVED, PLEASE THE CONTACT KEVIN MONTAVY IMMEDIATELY. (815)781-3500

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CUSTOMER NO.	•	ADVISOR			TAG NO.	1		INVOICE NO.
34421	,	MICHAEL A		819		. 32	09/24/08	
		LABOR RATE	LICENSE NO.		EAGE 3613	1	OI.OR	STOCK NO.
		YEAR / MAKE / MODE		7	00013		/ DELIVERY DATE	DELIVERY MILES
			LET/COBAL	1/2 000	is cour		DELIVERY DATE	DECIVERT WILES
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## **BBB AUTO LINE**



September 30, 2008

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

Re:m01 CHV0<u>850111:</u> 1G1AK12F257 vs Chevrolet Motor Division

Dear Madam/Sir:

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

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

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

Sincerely,

William Clopton at Extension 502











## **General Motors Customer Assistance Center**

# **FAX**

To: Ashley Burnham

Company:

Fax: 866-215-6750

Phone:

From:

Fax: Phone: E-mail:

CC:

**NOTES:** 

Date	Mileage	R/Order	Concerns
9/8/2007	7996	N/A	Bought Vehicle from Maureen Coffey
10/11/2007	8417	195201	Brought Vehicle in with long list of cosmetic issues and concerns of several computer issues that we were unable to duplicate. Only mechanical repairs made during this visit were a Drivers Master Switch that was an intermittent issue and we replaced attaching clips to rear bumper skirt. Vehicle left performing to factory spec.
11/12/2007	9213	197839	Brought Vehicle in with check engine light on and tracs light comes on intermittently. Recovered stored trouble code P0300 which lead to a wiring repair on injector harness no trouble found with tracs light, no repairs made. Vehicle left performing to factory spec.
11/20/2007	9325	198071	Brought Vehicle in with check engine light on again. Recovered stored trouble code P0300. Noticed vehicle misfiring, inspected and found #3 and #4 spark plugs fouled out Replaced the #3 and #4 spark plugs. Drove vehicle for 87 miles and condition did not return. Vehicle left performing to factory spec.
12/12/2007	9596	199196	Brought vehicle in with a damaged wheel, we mounted and balanced two tires left front seat hold down cover falls off, we replaced. We also cleaned vehicle.
6/24/2008	12603	208727	Brought vehicle in for Lube, Oil and Filter which we paid for. Customer stated that vehicle was running rough which was performing to factory spec when it was in shop and had no stored trouble codes. Also stated that there was a squeak from drivers rear that we were unable to duplicate mainly due to rainy conditions. We also cleaned the vehicle free of charge to customer.
8/4/2008	13170	210081	Brought vehicle in for running rough concern and check engine light. Was unable to duplicate, no stored trouble codes, and performing to factory spec. Customer also stated that the coolant gauge fluctuated at times, which we were also unable to duplicate. Again, we cleaned the vehicle. Note: We put 80 miles on vehicle trying to duplicate customers concerns without success.
9/12/2008	13594	210928	Brought vehicle in for running rough concern and again we were unable to duplicate any customer concern, performing to factory spec. Customer also stated that the Tracs control light came on once. Found several stored trouble codes which lead us to a left rear sensor connector that was corroded. We repaired connection, cleared codes and drove vehicle for 200 miles and concern did not return. Customer also stated that remote start was inop, temp gauge went up twice, and wind noise at highway speeds.

All of the systems were performing to factory spec and we were unable to duplicate. Note: During test drive on this visit, we were in an accident with vehicle which was found to be the fault of the other vehicle and to which the other persons insurance covered all repairs.

Note: Each time the vehicle was in for service, the customer was supplied with a loaner vehicle when needed and vehicle was cleaned each time. Customer came in on Saturday September 20th, to state that everything was fixed on vehicle but he still had an issue with the temperature gauge rising high intermittently which we have not made an attempted repair due to the fact that the vehicle had performed to factory spec each time it has come in for service.

# BBB AUTO LINE Customer Claim Form

Case number: CHV0850111 Contact Date: 09/30/08 Start Date: 09/30/08

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

SECTION 1: COSTOMER INFOR	MAITON	
Titled owner:		
Mailing address:		
City: Liberty	State	te: MO Zip code:
Day phone:	Evening phone:	Cell phone:
Fax:	E-mail address	
SECTION 2: VEHICLE INFORMA	TION	
Make: Chevrolet	Model: Cobalt Yea	ear: 2005 Current mileage: 68613
Name(s) that appears on the vehicle	title:	
Selling dealer/city/state: N/A, , M	10	
Primary Servicing dealer/city/state	: HEARTLAND CHEVROLET INC	C,
Acquired as ⊠ new ☐ used ☐ o	lemo 🗌 leased — Is the vehicle	de in your possession? ⊠ yes □ no
Purchase/lease date: 07/01/05	Mileage at pu	ourchase/lease:
First repair attempt date: 09/24/08	First repair at	attempt mileage: 68613
How often is the vehicle used for business purposes (percentage):	Number of vehicles o  or leased by the busi	
Has the vehicle been in an accident/	nad body damage? 🔲 yes 🛛 no	Date of accident:
Description of damage:		
SECTION 3: DESIRED OUTCOM	E (Describe what you want de	done to resolve your concern)
Customer feels that GM should b		action to the control of the control
Please complete the missing i	nformation in the box below a	and on page 2.
VEHICLE INDENTIFICATION	NUMBER 1G1AK12F257	
Lienholder/Leasing Compan	y	Phone Number
Account Number		

Case Number: CHV0850111 SECTION 4: VEHICLE PROBLEMS (List primary problem first) Does the # of problem repair List the date, mileage, and days out of exist service for each repair attempt Problem Servicing dealer(s) attempts now? **Example:** 4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day A/C won't cool properly 2 Any Dealer, Inc. power steering message comes 1 on/loses power steering

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

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

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

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

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

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

#### Section 1

Purchase Price	15141.28
(from Bill of Sale, before tax, tag, title, etc.)	
MSRP	- 16685.00
(from BARS Invoice screen)	
Subtract the MSRP from the Purchase Price	= -1543.72
(If positive, look for Overallowance)	

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

#### Section 2

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

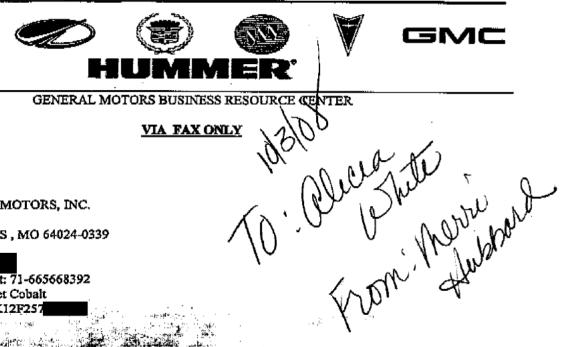
#### Section 3

Trade Allowance	0.00
(from Bill of Sale)	
Payoff on Trade	- 0.00
(from Bill of Sale)	
Subtract the Payoff on Trade from the Trade Allowance	= 0.00
If negative, the Payoff on the Trade is higher that the Trade Allowance. This is Negative Equity.	

#### Section 4

Purchase Price	15141.28
(from Bill of Sale, before tax, tag, title, etc.)	
Incentives not included in the Purchase Price	- 1000.00
(from BARS and Incentive Acknowledgement sheet)	
Do not include fuel-fill credit or Dealer incentives. GM Card points must be included.	
Overallowance/Negative Equity	- 0.00
(use the Overallowance from Section 2 or the Negative Equity from Section 3, whichever is larger)	
Subtract the Incentives and the Overallowance/Negative Equity from the Purchase	= 14141.28
Price. This is the Actual price of the vehicle that should be presented to the BBB on	
the Agreement to Arbitrate (ATA).	

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



GENERAL MOTORS BUSINESS RESOURCE CENTER

VIA FAX ONLY

October 3, 2008

John Deere WESTFALL-O DELL MOTORS, INC. PO BOX 339 EXCELSIOR SPRINGS, MO 64024-0339

Re:

Siebel Request: 71-665668392 2005 Chevrolet Cobalt VIN # 1G1AK12F257

Dear Mr. John Deere:

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

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

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

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

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

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

Alicia White

BRC Customer Relationship Specialist

Ph# 800-231-1841, prompt 9, prompt 5, extension 1181;

· 新技术。(博士)

FAX# 866-281-0326 within 24

General Motors Corp. — CARS—Legal, c/o MSX International, MC 336-105-000 426 Pacific Drive, Auburn Hills, MI 48326

#### RETAIL INSTALMENT SALE CONTRACT GMAC FLEXIBLE FINANCE PLAN

Buyer (and Co-Buyer) - Name and Address (Include County and Ap Code)	Contract Number  Greditor (Sellor Name and Address)
LIBERTY Mt)  Cou, the Buyer (and Co-Buyer, if any), may buy the vehicle described below tor	WESTFALL-GOELL MOTORS, INC. JCT 10 & 69 HWY EXCELSIOR SPRINGS, MO 64024

LIBERTY MO	LIBERTY MO	JCY	10 & 69 HWY		
You, the Buyer (and Co-Buyer, if any), n under the agreements on the front and b schedule shown below. The Finance Cha	nay buy the vehicle describ	bed below to each or	ELSIOR SPRINGS, credit. By signing this cov		
under the agreements on the front and be schedule shown below. The Finance Charles of the Charle	inge is ligured on a daily ba	agree to pay the Creditor asis at the Annual Percen	the Amount Financed an tage Rate on the unpaid b	inact, you agree to buy the vi d Finance Charge according t alance of the Amount Finance	shicle on co to the paym sol.
New or Used Year Make and Mud	29.208	to sell the following vahi	de:		
	- ·- <del></del>	Vohicle Ideau	ication No.	Use (or Which Purchase	
- NEW 2005 CHEVROLE	T CP			(Sona) Li agricultural	<del></del>
If truck - Describe body and major items	of equipment sold:	1GIA	12F2 <u>57</u>	rechal Ellagricultural	
		<u> </u>	<u> </u>	<u> </u>	
ANNUAL PERCENTAGE RATE FIN	FEDERAL T	RUTH-IN-LENDING DIS	CLOSURES		
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□ Fire. Their and Combined Additional Coverage plicinal, if desired. □ Towing and Labor costs. □ Rental Reimbursament. □ C8 Radiu Equipment  Collaboral Protection Insurance. Collateral Protection Insurance covers fire, their, combined additional coverage and collision. It also includes a rechasser's option. The deductible is \$100, but 20% of the loss over \$100, but not exceeding a maximum depocitible of \$200. This insurance liver to provide an international control of the provided unloss you is climinated, the Gradion and may not protectly used interest.  Itional Credit Insurance. Credit life insurance, check the Insurance desired and sign below. If you have chosen this insurance, the cost is shown in a Cardion and control to provide an insurance, the cost is shown in a Cardion and control in the number of payments. Coverage for credit life insurance and credit disability insurance desired; increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original dusting insurance and sponsh below.  Check the insurance desired; □Lire (Buyert□Co-Buyert□Both □) □ Disability. Accident and Health (Buyer Cnly)  [Name of Insurance]  [Name of Ins	□\$ <u>₩/Д</u> _Deductible Comprehensive inclu Соустаба	ding Fire, Theft and Co	embined Additional	LI\$25 Deductible FI\$60 Deducti	idlo ∐\$ <b>N/A</b> Deductible
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[Name of Insurer]  [Name of Insu			ed; □ Lite (Buyer⊟ Co-	-Buyer⊡ Boih ⊡)	
Total Folicy will pay amounts due on this contract up to \$			☐ Disability, Accide	ent and Health (Buyer Only)	
I Total Folicy will pay amounts due on this contract up to \$	(Name of Insurer)			(Home Office Address	
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Signs Date 07/26/2695uyer Signs X Date 07  Inyers and Other Owners-A co-thuyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the hide but does not have to pay the debt. The other owner agrees to the security interest in the vahicle given to the Creditor in this contract.  Owner signs here X Date Address  or Signs VESTEALL—OUBLIT MOTORS, DATEC 07/26/2/095X Title  or assigns its interest in this contract to: General Motors Acceptance Corporation (GMAC) GMACAB Novel Credit Corporate the terms of Settor's agreement(s) with assignce.  Assigned with recourse WESTEALL—OUBLIT MOTORS, INC.	gree to me terms of this contract. You con:	firm that before you s stely filled-in supy wh	igned this contract, t en you signed it.	he Creditor gave it to you, and	you were face to take it and
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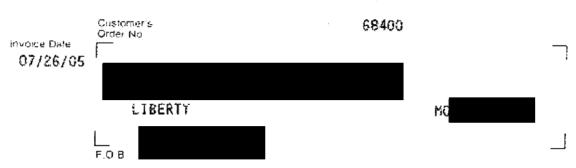
#### WESTFALL-O'DELL MOTORS, INC.

Business 10 and 69 Highway RETAIL Stock No. 223575 Excelsior Springs, MO 64024 BUYERS Date U7/25/2005 630-3151 ORDER Salesman PROFFITT, GERE E Purchaser\_ St. Address \_ ZIp Telephone LIBERTY MÜ CLAT I hereby agree to purchase from you under the terms and conditions specified, the following QNow □Used Year\_ <del>2005</del> <del>CHEVROLET</del> Body-\_\_\_ Color\_VICTORY RE.\_\_\_ Upholstery COBALT n. Key No. R. D. Key No.\_\_\_ Mileage 14 -SELLING PRICE PURCHASER'S CERTIFICATION 1. Incretoy careful that this profession and an included only the feature of conditions on both the face and reverse study has not destinated that the context conditions and supersected and supersected and any phorizon and as of the date hereof comprises the complete and as of the determinant of the terms of the agreement relating to the subject matters covered hereof, and roal THIS ORDER SHALL NOT BUCOME BINDING UNTIL ACCEPT (10 07 DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND 2. I have reviewed inits order and fully understand that my now until the equipped only with the optional sequenced specifically stored on the face of this order plus all standard equipment as designated by into inactivations in sine of objective, AMD. TRANSIT DAMAGE 3. Purchaser activities that there may have been operant burst endur storage durings to the vehicle control to the property of the property KNOWN DEFECTS 4. All accupanent (including trius) as appraisand on my trade of will remain, and this unity existing material defects known to mu bit the motor vehicle that is being traded in to the dealer are. IF NONE SQ STATE TOTAL CASH DELIVERED PRICE 5 THIS IS A CASH SALE PROCESSING FRES 5 NOTICE IF YOU ARE BUYING A UNIT DIVENIBLE, SEE THE REVERSE SIDE UNDER PROVISIONS APPLICABLE ON SAIF OF A USED VEHICLE, BELFAUST IMPLIED WARRANTIES OF MÉRICHANT-ABULTY AND FITNESS FOR APACHICULAR PURPOSE ARE DISCLAIMFÉ AND CURTAIN STATEMENTS ARE MADER CONCERNING THE ODOMÉTÉR NEADING. NET SELLING PRICE LESS TRADE-IN ALLOWANCE 7. Learnity that I am 18 years of age of calar, and that I have read the printed matter on the front and book needs on the start and book needs of a sure similar above my signature (five author) you to thest, myster most and engals/shift history and to provide and/or opport information above my signature. NET TRADE DIFFERENCE BALANCE OWED ON TRADE IN ALLIA "THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES." REBATE TOTAL 14216 TOTAL CASH DUE ON SALE End White BALANCE OUR 1.42 ils DR LIC NO 8 ARBITRATION

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PROPERTY.

WESTFALL-O'DELL MOTORS, INC. P.O. Box 339 Highway No. 58 and No. 10 P.O. Box 339 Excelsior Springs, Mo. 64024 (016) 650-3151



SALESMAN	PROFFITT, GENETECK #	223575	KEY # <b>63594</b>	MILEAGE	14	M.P.
Ge0		CHEVROLET [N# 1G1AK12	COBALT		\$15,141.	28
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Oldsmobile						
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(E) Ordillac			SUB TOTAL PREPARATION FE SUB TOTAL		\$15,141.28 \$75.00 \$15,216.28	
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	SEE REVER	SE SIDE FOR	TERMS OF LIMITED	WARRANTY		



# CHEVROLET, PONTIAC-GMC, BUICK and CADILLAC CUSTOMER INCENTIVE ACKNOWLEDGMENT AND/OR ASSIGNMENT AND ONSTAR ACKNOWLEDGMENT



CUSTOMER NAME:		·	
	Kiliaitia517	(or see attached list	<u>*)</u>
incentive(s) be applied: (a)	to the down payment of this vehicle, one centive price, amount of incentive, and fin	named below and request that the available (b) where permissible by law, as a price price with incentive applied), or (c)	ce reduction
	gram Reference Amount  (**PASI   S 4,000,000  S  Total Incentive Amount Received \$ 1	GM Incentive Code	-
2. Other Program Selection (V supported financing/leasing, of a. I elect to receive in lieu of Receive b. I elect to receive	10.) 72mos 5.91/c	er incentive programs; for example, Divisi	on -
	– CUSTOMER AND DEALER ACKNO	OWLEDGMENT -	
a <u>Vehicle Incentive Act</u> identification number,	mowledgment. I am the <u>ultimate retail pur</u> which was sold/leased to me by the Deale ersonal/business use and not resale and I to as described in Item A and release GM	rchaser or lessee of the vehicle bearing this	dge
under which the OnSta	nditions Acknowledgment I acknowledge or service in my vehicle is provided (copies com, or by contacting OnStar as described	that I have received the Terms and Condits s are available in the vehicle glovebox, fro I below).	ions m the
I understand that in one my vehicle or call 1.8 cancelled.	order to cancel the OnStar service in my 88.4OuStar (1.888.466.7827), or TTY 1.8	vehicle, I must press the blue OnStar b 177.248.2080 and request that my Servic	utton in es be
Purchaser/Lessee Signat	nire:		5
incentive(s) described in Item /	representative, certifies that the information have been provided to the said purchase operly completed accurate delivery data h	ion on this application is true and correct a r/lessee who has taken delivery of reference as been forwarded to General Motors.	end the sed unit
Authorized Dealer Signature: Dealership Name:	Conference Delen	Date: <u>2 Q7/05</u> Dealer Code: <u>05-38</u>	<u>.</u>
1 37 This do assess to see	vired as supporting documentation for the	navment * List must include VIN, De	elivery Date

Dealer Note: This document is required as supporting documentation for the payment of any consumer incentive and must be available in the Deal File List must include VIN, Delivery Date and Program Reference

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DETROIT

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	1	•
	Each undersigned seller certifies to the best of his knowledge, information as	nd belief under penalty of the law that the vehicle is new and has not been registered
ı	in this or any state at the time of delivery and the vehicle is not subject to an	ry security interests other than those disclosed herein and warrant title 10 the vehicle.
	FOR VALUE RECEIVED I TRANSFER THE VEHICLE	DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:
	NAME OF PURCHASER(S)	^ 1
监照	LIBERT	∇ MO
選挙	ADDRESS STATE OF THE STATE OF T	
وَةٍ	I certify to the best of my knowledge that the odometer residing is  DEALEWESTFALL O'DELL MOTORS T  NAME OF DEALERSHIP DEALERS DEALERS DEALERS NUMBER	No Transfer
食ご	DEALWESTFALL O'DELL MOTORS I	NC. D264   Idolo WIQ AGENT
黃岳	NAME OF DEALERSHIP - DEALER'S DICKNISE NUMBER	Being duly swom upon bath says that the statements set
百季		forth are true and correct. Subscribed and sworm to me
뜭호	State of	before thisday of20
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<		IF REQUIRED IN TITLING JURISDICTION
۱ 🔊	NAME OF	
CASTRIBUTOR-DEALER 4.SSIGNMENT NUMBER 2	PURCHASER(5)	,
12   25	ADDRESS	
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農恵		before thisday of20
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	USE NOTAFIZATION ONLY	IF REQUIRED IN TITUMIS INFISDICTION
_ 🛪	NAME OF PURCHASER(S)	
DISTRIBUTOR-DEALER SSEGNMENT NUMBER 3	PDHCMASEH(B)	
동활	ADDRESS 1	
اڭ ۋا	I certify to the best of my knowledge that the odometer reading is	No Tenths
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	NAME OF	IN TRANSPORT TO CARE TO REPORT THAT
L 3	PURCHASER(5)	
95		
DISTRIBUTOR DEALER ASSIGNMENT HUMBER	ADDRESS	No Tenths
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분동	State of	forth are true and correct. Subscribed and sworth to me
	County of	before thisday of20
ত হ		E REQUIRED IN TITLING JURISDICTION Notary Public
	Federal law regulars you to state the edomater mileago in connection with th	e transfer of ownership. Fallium to complete or provide a false statement may
1	encth in financiand day importation bearing	
<u></u>	I certify to the best of my knowledge that the odorofile reading is the askual	mileage of the vehicle unless one of the following statements is checked. Odometer because of its mechanical limits. The odometer reading is not the actual mileage.  7-26-05  Date of Statement 7-26-05  Date of Statement 7-26-05
첫 씨	HeadingNo rentre to the miles of standing	WARNING ODOMETER DISCREPANCY
품하		Date of Statement 7-26-05 Date of Sala 7-26-05
쮼爿	Printed Name(s) of Selle (6)	Being duly sworn upon oath says that the statements set
문화	Signature of Purchaser(s)	torth are true and correct. Subscribed and sworn to me
윤드		before thisday of 20`
ODOMETER DISCLOSURE FOR RETAIL SALE	Printed Name of Purchaser(s)	Notary Public
₹"	Company Name (if Ap)	State of
ō	T	TBERTY, MO
	Address of Purchaser(	F REQUIRED IN TITLING JURISDICTION
	GMAC	
盂	DO DOW GIOL COCKEVSVIII	E MD 21030
	whose address is PU BUA OLUG COCKETS VILLE	11 14 11 11 11
ੂ ।		
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LIENHOLDER	2nd tion in favor of whose address is	

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	If this motor vehicle is registered at the	time application for title is m	ade, my signature shai	Il certify that			NE OWNER		<b>3</b> D 8	· · · · · · · · · · · · · · · · · · ·
OWNER STG.	I have and will maintain, during the per motor vahicle that I own, license, or op	iod of registration, financial erate on the streets or high	responsibility with resp vays.	sect to each	"I CERTIFY U MEREIN ARE I	NOER PENA RUE TO THE	LTY OF PERJUI	RY THAT THE I	FACTS FALURE TO:	RANSHENEW
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368312

INVOICE

# WESTFALL-O'DELL MOTORS, INC. Hwy. 10 and 69 Excelsior Springs, MO 64024 816-630-3151

PAGE 1

Remit to: P.O. Box 418050 Kensas City, MO 64141

HOME:		вт	JS:			CEI	PAGE			Remit to: P.O. Box Kansas City, MO	NO 64141			
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hereby authorize the and agree that you case of fire, theft, or	are not	responsi	ible for loss	or dar	mage to ve	shicle or a	rticles lef	ssary mater: t in vehicle	B DESC	RIPTION	TOTALS			

and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other case beyond your control or for any delay caused by unavailability	LABOR AMOUNT	TOTALS 0.00
employees permission to operate the vehicle herein described on etreets, bighustus as allowers as allowers.	PARTS AMOUNT	0.00
the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.	SUBLET AMOUNT	0.00
X	MISC. CHARGES	0.00
DISCLAUMED OF WARDANTED	TOTAL CHARGES	0.00
Any warranties on the product sold hereby are those made by the manufacturer. The seller WESTFALL-O'DELL MOTORS, INC., hereby expressly disclaims all warranties. either express or implied, including any implied.		0.00
warranty of merchantability or fitness for a particular purpose and WESTFALL-O'DELL MOTORS, INC. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.		0.00











#### GENERAL MOTORS BUSINESS RESOURCE CENTER

#### VIA FAX ONLY

October 6, 2008

Carla Petzel
VAN CHEVROLET-CADILLAC, INC.
100 NW VIVION RD
KANSAS CITY, MO 64118-4539

Re:

Siebel Request: 71-665668392 2005 Chevrolet Cobalt VIN # 1G1AK12F257

Dear Ms. Carla Petzel:

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

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

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

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

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

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

Sincerely,

Alicia White

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

### **ADR File Checklist**

<b>SR Number:</b> 71-665668392	<b>BBB Case:</b> CHV08 <u>50111</u>
Customer:	<b>VIN:</b> 1G1AK12F257
Make/Model/Year: Chevrolet/Cobalt/2005	g ,
· · · · · · · · · · · · · · · · · · ·	ate: 10/15/2008 Goes Active: 9/30/2008
Primary Concern: Power steering light on	and loss of power steering
Case Scan / Acknowledgement (24 hrs	) Completion Date/Time:
Initial Calls (72 hrs):	
Customer	<b>Completion Date/Time:</b> 9/30/2008 / 12:07 PM
Dealer Svc Mgr	Completion Date/Time: 9/30/2008 / 12:28 PM
☐ Dealer Finance Mgr ✓ AVM	Completion Date/Time: /
AVWI	<b>Completion Date/Time:</b> 10/2/2008 / 04:34 PM
Repair Orders Requested:	<b>Received:</b> 10/6/2008 and 10/7/2008
<b>∑</b> Sales Documents:	<b>Received:</b> 10/6/2008
BARS / Finance Sheet	
Case Assessment (by Day 14):	
Lemon Law Eligible:	Yes No
<b>Presumption:</b>	Yes No No
GM Position – Customer / BBB Due I	<b>Date</b> (7-10 days):
Settlement / Goodwill Offered Date:	
All Documents Attached (by Day 15)	
Arbitration Date:	
Closing Activities:	
Settlement	<b>Completion Date/Time:</b> /
<b>Executive Summary</b>	<b>Completion Date/Time:</b> /
Close Siebel	<b>Completion Date/Time:</b> /
<b>DVM:</b> Ted (Norman) Titus	<b>Node/Box:</b> 972075/8239
Service Dealer: WESTFALL-O DELL MO	
Selling Dealer: HEARTLAND CHEVROL	ET, INC. <b>Contact:</b> Kevin Montavy

**NOTES:** 











#### GENERAL MOTORS BUSINESS RESOURCE CENTER

#### VIA FAX ONLY

October 2, 2008

Kevin Montavy HEARTLAND CHEVROLET, INC. 501 N 291 HWY LIBERTY, MO 64068-1045

Re:

Siebel Request: 71-665668392 2005 Chevrolet Cobalt VIN # 1G1AK12F257

Dear Mr. Kevin Montavy:

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 within 24 hours. The specific documents needed are:

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

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

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

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

Sincerely,

Alicia White

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

#### **BBB AUTO LINE**



September 30, 2008 Re:CC2 CHV0850111 1G1AK12F257657296

vs Chevrolet Motor Division



Dear

I would like to thank you for your interest in the BBB AUTO LINE program. Unfortunately, after carefully reviewing your claim and the program eligibility standards set out in the *Program Summary*, I have determined that your vehicle exceeds the mileage requirement for filing with the BBB AUTO LINE program.

I regret we will not be able to help you.

Sincerely,

William Clopton at Extension 502

CC: Alicia Robinson-White

# **GM Vehicle Inquiry System Summary**

<u>Home - Summary - Claim History - Vehicle Build - Vehicle Component - Delivery Information - Dealer Information - </u>

#### Help

VIN:	1G1AK12F257
1111	TOTAL ELECTION

#### VEHICLE INFORMATION

Merchandising Model :	1A	K37 -2005 COBALT 2-E	OOR	COUPE	Warranty S	tart D	ate :	07/26/20	005
BARS Order Type :	70	- RETAIL - STOCK		•					
Delivering Dealer :	PO	WESTFALL-O DELL MOTORS, INC. PO BOX 339			Selling Sou	rce :	13 - CHEVROLET		
	033		10 6	4024-	Site Code :			05383	
(816) 630-3151			Business Associate Code :			111862			
Service Contract :	No	Branded Title :	No	Warran	ty Block :	No	PDI S	tatus :	Paid

#### REQUIRED FIELD ACTIONS

Туре	Number	Description	Posted Date	Status
RC	<u>06217</u>	HEAD IMPACT PROTECTION	N/A	Closed

#### SERVICE INFORMATIONAL ITEMS

Vehicle Has No Current Record Of Outstanding Service Information

#### ON STAR AND XM SATELLITE RADIO INFORMATION

Vehicle Has No Associated On Star or XM Radio Information.

#### APPLICABLE WARRANTIES

Description	Effective Date	Effective Odometer	End Date	End Odometer
36/36000 BUMPER TO BUMPER LIMITED WARRANTY	07/26/2005	14 miles	07/26/2008	36014 miles
72/100000 SHEET METAL COVERAGE RUST THROUGH LIMITED WARRANTY	07/26/2005	14 miles	07/26/2011	100014 miles
96/80000 FEDERAL EMISSION CATALYTIC CONV. AND PCM	07/26/2005	14 miles	07/26/2013	80014 miles
36/36000 FEDERAL EMISSION	07/26/2005	14 miles	07/26/2008	36014 miles
60/60000 POWERTRAIN - U.S. LIMITED WARRANTY	07/26/2005	14 miles	07/26/2010	60014 miles

#### CLAIM HISTORY

•		 ·	•

R.O Date	R.O Number	Туре	Labor Operation	Odometer Reading
02/26/2008	497996	#	V1556 - 06217 - INSTALL ENERGY ABSORBING DEVICE	56445 miles
03/09/2007	472597	#	N0760 - TAIL LAMP BULB REPLACEMENT	35758 miles
10/14/2006	462491	#	J6354 - POWERTRAIN CONTROL MODULE ENGINE REPROGRAMMING WITH SPS	26934 miles
10/09/2006	462070	#	R0760 - RADIO, REMOVE AND REPLACE	26664 miles
10/06/2006	461941	#	R0754 - RADIO RECEIVER-RETURN TO AC/DELCO ESC	26394 miles
10/06/2006	461941	#	R0760 - RADIO, REMOVE AND REPLACE	26394 miles
06/01/2005	A57296	Ι	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	0 miles

#### CHECK HISTORY INFORMATION

Vehicle Has No Associated Check History Information.

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#### GENERAL MOTORS BUSINESS RESOURCE CENTER

#### VIA FAX ONLY

October 3, 2008

John Deere WESTFALL-O DELL MOTORS, INC. PO BOX 339 EXCELSIOR SPRINGS, MO 64024-0339

Re:

Siebel Request: 71-665668392 2005 Chevrolet Cobalt VIN # 1G1AK12F257

Dear Mr. John Deere:

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

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

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

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

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

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

Sincerely,

Alicia White

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

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

#### **CASE ASSESSMENT**

			By: Ali	cia White	State: Missouri		
Customer	Name:			Service 665668	Request: 71- 392	BBB Case No.:	CHV0850111
Vehicle ID 1G1AK12F			Dat	Service te: 26/2005	Vehicle is: New		C Code: elling Dealer}
Mileage at Lien holde DVM Name	Time of r: GMACe: Ted (N	orman) Titu	68,613) □: {Nam s		Vehicle Purchased L at odometer {odom Sale Type: Purcha {Type} CAM Name: Larry S	eter} se	_
-		: 816-506-0 in Montavy			Phone Number: 972	2-443-2901	
			VEH	ICLE REP	AIR HISTORY		
Throughou category.	ıt the ent	ire form, us	e an aster	risk (* ) if da	ay(s) out of service ar	e already counte	d in another
		RK IN THE E REPAIRS F			CONCERN BASED ON GROUP.	REPAIR ORDERS	. USE "N/A"
		NTACTED FO WAS INVOL			N. IF <b>YES</b> PLEASE I	NCLUDE TAC # A	.ND
IF TAC <b>HA</b>	S NOT B	BEEN CONTA	ACTED WH	IY NOT Dea	ler was able to deterr	nine diagnosis.	
		message co					
Date:	RO #:	Days Out:	Mileage:	<u>-</u>	of Complaint and Repair		
24/09/08	982760	1	68,613	customer loc Dealer states	ates – Message center sloses all power steering. It is – Scanned and inspectostomer declined repairs.	las open case with	GM.
☐ Loss of	power s	teering					
Date:	RO #:	Days Out:	Mileage:	<u>Description</u>	of Complaint and Repair	Performed:	
24/09/08	982760	*	68,613	customer loc Dealer states	ates – Message center shoses all power steering. He see all power steering. He see all power steering and inspectors tomer declined repairs.	Has open case with	GM.

09/10/06 461941 1 26,934 Customer states — Radio buttons are starting to peel.  09/10/06 462070 1 26,664 Customer states — SOP radio. RADIO. REMOVE AND REPLACE.  Customer states — Radio buttons are starting to peel.  Dealer states — SoP radio. RADIO. REMOVE AND REPLACE.  Customer states — Radio buttons are starting to peel.  Dealer states — Install SOP. Radio seek buttons faded and replaced rad and performed setup. RADIO. REMOVE AND REPLACE.    Check engine light is on (NOT ON CCF)    Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:    Vibration around 60-65 MPH (NOT ON CCF)    Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:    Vibration around 60-65 MPH (NOT ON CCF)    Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:    Vibration around 60-65 MPH (NOT ON CCF)    Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:    Vibration around 60-65 MPH (NOT ON CCF)    Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:    Ostromer states — After the rotate — has vibration around 60-65 MPH. Dealer states — Balanced all thre sand rotated bent wheel to the rear around 60-65 MPH. Dealer states — Balanced all thre sand rotated bent wheel to the rear around 60-65 MPH. Dealer states — Right rear wheel is bent. Replace light end of the replace of the rotated of the rear wheel for damage. Dealer states — Right rear wheel is bent. Replace right front and right rear wheel balance tires. Dealer states — Wheels bent. Replace right front and right rear wheel balance bent replaced right front and right rear wheels balance bent replaced right front and right rear wheels balance bent replaced right front and right rear wheels balance bent replaced right front and right rear wheels balance bent replaced right front and right rear wheels balance bent replaced right front and right rear wheels balance bent replaced right front and right rear turn signal bulb. TAIL LAM BULB REPLACEMENT. Dealer states —	<b>~</b> ·	DO "	<b>D</b> • •		
Dealer states — SOP radio. RADIO. REMOVE AND REPLACE. Customer states — Radio buttons are starting to peel. Dealer states — Install SOP. Radio seek buttons faded and replaced rad and performed setup. RADIO. REMOVE AND REPLACE.    Check engine light is on (NOT ON CCF)   Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:	Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Dealer states — Install SOP. Radio seek buttons faded and replaced rad and performed setup. RADIO, REMOVE AND REPLACE.    Check engine light is on (NOT ON CCF)			_	•	Dealer states – SOP radio. RADIO, REMOVE AND REPLACE.
Date:         R0 #:         Days Out:         Mileage:         Description of Complaint and Repair Performed:           14/10/06         462491         1         26,934         Customer states – Check engine light is staying on.           Dealer states – Had code P0171. Reprogrammed PCM. Vehicle runs as designed. Check engine light is off. POWERTRAIN CONTROL MODUL. ENGINE REPROGRAMMING WITH SPS.           □ Vibration around 60-65 MPH (NOT ON CCF)         Days Out:         Mileage:         Description of Complaint and Repair Performed:           27/11/06         465487         2         30,110         Customer states – After tire rotate – has vibration around 60-65 MPH. Dealer states – Balanced all tires and rotated bent wheel to the rear arrotated other side to match. Right rear wheel is bent causing the vibrat Customer states – Check right rear wheel for damage. Dealer states – Right rear wheel is bent. NWD. No work performed at time.           09/03/07         470566         1         34,034         Customer states – Above 60 MPH has vibration – shakes dash – Okay to balance tires.           09/03/07         472597         4         35,758         Customer states – Wheels bent. Road test and check out for vibration. For right front and rear wheels bent. Replace right front and right rear wheels balance both right side tires.           □ Replace rim tire and cap (NOT ON CCF)         Date:         RO #:         Days Out:         Mileage:         Description of Complaint and Repair Performed:           07/02/07         470331 <td>09/10/06</td> <td>462070</td> <td>1</td> <td>26,664</td> <td>Dealer states – Install SOP. Radio seek buttons faded and replaced radio</td>	09/10/06	462070	1	26,664	Dealer states – Install SOP. Radio seek buttons faded and replaced radio
14/10/06 462491 1 26,934 Customer states – Check engine light is staying on. Dealer states – Had code P0171. Reprogrammed PCM. Vehicle runs as designed. Check engine light is off. POWERTRAIN CONTROI. MODUL. ENGINE REPROGRAMMING WITH SPS.  □ Vibration around 60-65 MPH (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:  27/11/06 465487 2 30,110 Customer states – After tire rotate – has vibration around 60-65 MPH. Dealer states – Balanced all tires and rotated bent wheel to the rear ar rotated other side to match. Right rear wheel is bent causing the vibral Customer states – Check right rear wheel for damage. Dealer states – Right rear wheel is bent. NWD. No work performed at time.  09/03/07 472597 4 35,758 Customer states – Above 60 MPH has vibration – shakes dash – Okay to balance tires. Dealer states – Wheels bent. Road test and check out for vibration. For right front and rear wheels bent. Replace right front and right rear wheels bent request.  □ Replace rim tire and cap (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Right rear turn signal is inoperative (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Rotational clicking noise on acceleration / stopping (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Customer states – Right rear turn signal is inoperative. Dealer states – Shorted. Replace right rear turn signal bulb. TAII. LAM BULB REPLACEMENT.  □ Rotational clicking noise on acceleration / stopping. Dealer states and found hub caps click upon harsh turns slow creep. Removed hub caps and all clicking went away. Checked frosuspension. All check okay at this time.  □ Oil leak at front (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:	☐ Check	engine l	ight is on (	NOT ON C	CCF)
Dealer states – Had code P0171. Reprogrammed PCM. Vehicle runs as designed. Check engine light is off. POWERTRAIN CONTROL MODUL ENGINE REPROGRAMMING WITH SPS.    Vibration around 60-65 MPH (NOT ON CCF)   Date: RO#: Days Out: Mileage: Description of Complaint and Repair Performed:   27/11/06	<u>Date:</u>	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Date:         RO #:         Davs Out:         Mileage:         Description of Complaint and Repair Performed:           27/11/06         465487         2         30,110         Customer states – After tire rotate – has vibration around 60-65 MPH. Dealer states – Balanced all tires and rotated bent wheel to the rear ar rotated other side to match. Right rear wheel is bent causing the vibrat of the rear are rotated other side to match. Right rear wheel is bent causing the vibrat of the rear are rotated other side to match. Right rear wheel for damage. Dealer states – Right rear wheel is bent. NWD. No work performed at the time.           09/03/07         472597         4         35,758         Customer states – Above 60 MPH has vibration – shakes dash – Okay to balance tires. Dealer states – Wheels bent. Road test and check out for vibration. For right front and rear wheels bent. Replace right front and right rear wheels bent. Replace right rear bent government.           Material Replace Figure Fi	14/10/06	462491	1	26,934	Dealer states – Had code P0171. Reprogrammed PCM. Vehicle runs as designed. Check engine light is off. POWERTRAIN CONTROL MODULE
27/11/06 465487 2 30,110 Customer states — After tire rotate — has vibration around 60-65 MPH. Dealer states — Balanced all tires and rotated bent wheel to the rear ar rotated other side to match. Right rear wheel is bent causing the vibral Customer states — Check right rear wheel is bent causing the vibral Customer states — Check right rear wheel is bent causing the vibral Customer states — Check right rear wheel for damage. Dealer states — Right rear wheel is bent. NWD. No work performed at the time.  09/03/07 472597 4 35,758 Customer states — Above 60 MPH has vibration — shakes dash — Okay to balance tires. Dealer states — Wheels bent. Replace right front and right rear wheels balance both right side tires.    Replace rim tire and cap (NOT ON CCF)   Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:   Oylo3/07 472597	☐ Vibrati	on arour	nd 60-65 M	PH (NOT (	ON CCF)
Dealer states — Balanced all tires and rotated bent wheel to the rear are rotated other side to match. Right rear wheel is bent causing the vibrat 10/02/07 470566 1 34,034 Customer states — Check right rear wheel for damage.  09/03/07 472597 4 35,758 Customer states — Above 60 MPH has vibration — shakes dash — Okay to balance tires.  Dealer states — Wheels bent. Road test and check out for vibration. For right front and rear wheels bent. Replace right front and right rear wheel Balance both right side tires.  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  O7/02/07 470331 1 33,839 Customer states — Hit a curb. Replace rim tire and cap per customer request. Dealer states — Replace wheel tire and hub. Cust pay \$214.36.  Right rear turn signal is inoperative (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  O9/03/07 472597 35,758 Customer states — Right rear turn signal is inoperative. Dealer states — Right rear turn signal is inoperative. Dealer states — Shorted. Replace right rear turn signal bulb. TAIL LAM BULB REPLACEMENT.  Rotational Clicking noise on acceleration / stopping (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  Oil leak at front (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  Oil leak at front (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  Oil leak at front (NOT ON CCF)	Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
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09/03/07 472597 4 35,758 Customer states – Above 60 MPH has vibration – shakes dash – Okay to balance tires.  □ Replace rim tire and cap (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Right rear turn signal is inoperative (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Right rear turn signal is inoperative (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Right rear turn signal is inoperative (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Customer states – Hit a curb. Replace rim tire and cap per customer request. Dealer states – Replace wheel tire and hub. Cust pay \$214.36.  □ Right rear turn signal is inoperative (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Rotational clicking noise on acceleration / stopping (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Customer states – Has rotational clicking noise on acceleration and stopping. Dealer states – Road tested and found hub caps click upon harsh turns slow creep. Removed hub caps and all clicking went away. Checked frosuspension. All check okay at this time.  □ Oil leak at front (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:  □ Oil leak at front (NOT ON CCF)	10/02/07	470566	1	34,034	Customer states – Check right rear wheel for damage.  Dealer states – Right rear wheel is bent. NWD. No work performed at this
Replace rim tire and cap (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:  07/02/07 470331 1 33,839 Customer states – Hit a curb. Replace rim tire and cap per customer request. Dealer states – Replace wheel tire and hub. Cust pay \$214.36.  Right rear turn signal is inoperative (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:  09/03/07 472597 * 35,758 Customer states – Right rear turn signal is inoperative. Dealer states – Shorted. Replace right rear turn signal bulb. TAIL LAM BULB REPLACEMENT.  Rotational clicking noise on acceleration / stopping (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:  26/02/08 497996 1 56,445 Customer states – Has rotational clicking noise on acceleration and stopping. Dealer states – Road tested and found hub caps click upon harsh turns slow creep. Removed hub caps and all clicking went away. Checked from suspension. All check okay at this time.  Oil leak at front (NOT ON CCF)  Date: R0 #: Days Out: Mileage: Description of Complaint and Repair Performed:	09/03/07	472597	4	35,758	Customer states – Above 60 MPH has vibration – shakes dash – Okay to balance tires.  Dealer states – Wheels bent. Road test and check out for vibration. Found right front and rear wheels bent. Replace right front and right rear wheels
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request. Dealer states – Replace wheel tire and hub. Cust pay \$214.36.    Right rear turn signal is inoperative (NOT ON CCF)   Pate: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:   O9/03/07	Date:	<u>RO #:</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Date:       RO #:       Days Out:       Mileage:       Description of Complaint and Repair Performed:         09/03/07       472597       *       35,758       Customer states – Right rear turn signal is inoperative.         Dealer states – Shorted. Replace right rear turn signal bulb. TAIL LAM BULB REPLACEMENT.         □ Rotational clicking noise on acceleration / stopping (NOT ON CCF)         Date:       RO #:       Days Out:       Mileage:       Description of Complaint and Repair Performed:         26/02/08       497996       1       56,445       Customer states – Has rotational clicking noise on acceleration and stopping.         Dealer states – Road tested and found hub caps click upon harsh turns slow creep. Removed hub caps and all clicking went away. Checked from suspension. All check okay at this time.         □ Oil leak at front (NOT ON CCF)         Date:       RO #:       Days Out:       Mileage:       Description of Complaint and Repair Performed:	07/02/07	470331	1	33,839	request.
Date:       RO #:       Days Out:       Mileage:       Description of Complaint and Repair Performed:         09/03/07       472597       *       35,758       Customer states – Right rear turn signal is inoperative.         Dealer states – Shorted. Replace right rear turn signal bulb. TAIL LAM BULB REPLACEMENT.         □ Rotational clicking noise on acceleration / stopping (NOT ON CCF)         Date:       RO #:       Days Out:       Mileage:       Description of Complaint and Repair Performed:         26/02/08       497996       1       56,445       Customer states – Has rotational clicking noise on acceleration and stopping.         Dealer states – Road tested and found hub caps click upon harsh turns slow creep. Removed hub caps and all clicking went away. Checked from suspension. All check okay at this time.         □ Oil leak at front (NOT ON CCF)         Date:       RO #:       Days Out:       Mileage:       Description of Complaint and Repair Performed:	☐ Right ı	ear turn	signal is in	operative	(NOT ON CCF)
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26/02/08 497996 1 56,445 Customer states – Has rotational clicking noise on acceleration and stopping.  Dealer states – Road tested and found hub caps click upon harsh turns slow creep. Removed hub caps and all clicking went away. Checked from suspension. All check okay at this time.  Oil leak at front (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:	☐ Rotation	onal click	ing noise o	n accelera	ation / stopping (NOT ON CCF)
stopping.  Dealer states – Road tested and found hub caps click upon harsh turns slow creep. Removed hub caps and all clicking went away. Checked from suspension. All check okay at this time.  Oil leak at front (NOT ON CCF)  Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:	Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
Date: RO #: Days Out: Mileage: Description of Complaint and Repair Performed:	26/02/08	497996	1	56,445	stopping.  Dealer states – Road tested and found hub caps click upon harsh turns or slow creep. Removed hub caps and all clicking went away. Checked front
	☐ <u>Oil lea</u>	k at fron	t (NOT ON	CCF)	
26/02/08 497996 * 56,445 Customer states – Has oil leak at front.	Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
	26/02/08	497996	*	56,445	Customer states – Has oil leak at front.

Dealer states – Washed motor off 3 different times and test drove car 3 different times. Drove car to 68<sup>th</sup> street twice and to Barry Road once. Never found a leak. Car is 3,000 miles past due on an oil change. **Cust pay \$59.96**.

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

#### ☐ Recall 06217 – Head Impact (NOT ON CCF)

		•	•	
Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
03/04/07	474316	1	37,302	Customer states – Recall 06217 head impact.  Dealer states – SOP. Special order part. Cust pay \$56.34
26/02/08	497996	*	56,445	Customer states – Recall 06217 head protection  Dealer states – Perform head restraint recall. 06217 - INSTALL ENERGY  ABSORBING DEVICE.

Has the vehicle ever been involved in a accident N (Customer said "no" but it is actually "yes", please see attached RO)

Did you confirm your answer with the customer Y

What type of damage was sustained (Damage to right fender, front bumper abd door)

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

Have you filed to collect any insurance claims with this vehicle N (Customer said "no" but it is actually "yes", please see attached RO)
What were the dates – approximately January 2007
What was the reason you filed – accident damage

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

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

☐ Right fender, mirror and paint – accident damage (NOT ON CCF)

Date:	RO #:	Days Out:	Mileage:	<u>Description of Complaint and Repair Performed:</u>
08/01/07	21635	12	32,855	Customer states – Right fender and mirror. Paint per estimate-body shop. Dealer states – Repair per estimate – body shop. Paint per estimate-body shop. <b>Cust pay \$700.00</b>

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

GM Program Summary Repurchase/Replacement: No – Vehicle is not within time/mileage parameters (12 months / 12.000 miles).

Lemon Law Repurchase/Replacement: No – Vehicle has not met the presumption of Lemon Law for days out of service or number of repair attempts. Claim was not filled within specified time period.

GM Program Summary Repairs/Reimbursement for past repairs: No – Vehicle is not within time/mileage parameters (36 months / 36,000 miles).

#### THE STATE LEMON LAW READS:

Days out of service: 30

Repairs 4

Time period 1 year (from in-service date) – 18 months (from in-service date) to file Does Lemon Law state nonconformity must continue to exist? Yes

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

Number of repair attempts in the presumption period: 0
Total days out of service during the presumption period: 0
Total days out of service during customer's ownership: 1

#### Vehicle Meets Presumption of Lemon Law NO

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

Concern: SR # 71-665668392 - Complaint vehicle

Date & Offer/Result: Opened 9/23/2008 10:07:48 AM. Not closed at this time. No goodwill offered/processed.

#### **CUST STS:**

- -power steering on/off Hard to steer the car locks up the wheel.
- -found a recall and its an ongoing thing many Cobalt's have the same issue even at 14,000 miles.
- -the power steering went out 3 times on Friday and it did it again on Sunday and Monday.
- -I just feel like I'm not responsible for this GM should take care of this it is not safe to drive.
- -my uncle is a mechanic, id rather go to him than GM because my uncle wont rip me off.
- -call me in the afternoon Sept 24 12-1pm est

#### CUST SKS:

-cost assistance

#### CRS ADV:

-Based on the information that we have been able to gather, due to there is no recall on the veh, the dlr did not found that the cause of the problem was a defect and because of the mileage on the car this vehicle does not meet the criteria for financial assistance from GM on this issue at this time.

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

#### RECOMMENDATION AND RATIONALE

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

Cust sks: September 30, 2008 - Repair completed at no cost or issue a recall on this concern. Physical damage - Scratch on left rear bumper.

DVM sts: October 3, 2008 – No goodwill due to mileage. Case is not eligible to go to arbitration.

SVM sts: October 2, 2008 – No goodwill assistance due to age/mileage and no loyalty to dealer.

CRS Rationale: September 30, 2008 – BBB updated case stating, "BBB Start Date was set to 09/30/2008 in SR# 71-665668392." (Case is live)

September 30, 2008 – Crs emailed BBB stating claim was not filled within specified time period.

September 30, 2008 – BBB closed claim stating, "Ineligible: Vehicle Inel Due To Mileage."

October 8, 2008 - Unfortunately, GM is not able to provide any financial assistance due to age/mileage.

October 8, 2008 – Send manager review to close case ineligible.

What are the 3 main strengths of the customer's case to win repurchase through Lemon Law 1. Vehicle is not eligible for Lemon Law.
2. Vehicle is not eligible for Program Summary.
3. Customer declined repairs.
What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law 1. Concern continues to exist but the customer declined repairs.  2. N/A
3. N/A
Decision reached by CRS: Arbitrate case: Settle case: X

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

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



Heartland Chevrolet 501 N. 291 Hwy. Liberty, Mo, 64068

Ph. (816) 781-3500 fax (816) 792-8957

Toll Free 1-800-996-6678

Dealer Code: 05-403

To:Alicia			<u>.                                    </u>
Company GM ASSOCIATE		<del></del>	
Fax Number: 866-281-0326		·	. ·
From: Jennifer	<u>.</u>	4	. ·
Date: 10/7/08 Time: 1/5 Pages: 2			٠.
In Regards To:		,	٠
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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 o implied, including any implied warranty of merchantability or fitness for a particula purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

			liability in co	nnection with the sale of	this item/items.	
CUSTOMER NO. 34421		AMICHAEL AND	ERSON 8	19 TAG NO32	INVOICE 097524/08	<sup>™VO</sup> EVCS982760
		LABOR RATE	LICENSE NO.	MILEAGE 69613	согон	STOCK NO.
		YEVE MORE VIRENCE	T/COBALT/2		DELIVERY DATE	DÉLIVERY MILES
		VEHICLE IDNOAK 1	2 F 2 5 7		SELLING DEALER NO.	PRODUCTION DATE
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LABOR & PARTS J# 1 04CVZ	SUSPENSION/STER C/A MESSAGE CENTER SHOW CUSTOMER LOOSE ALL POWE GENERAL MOTORS SANNED AND INSPECTED SY	ERING NS POWER STEE ER STEERING H	TE RING MESSA IAS OPEN CA	CH(S):478 GE THEN SE WITH		INTERNAL
	CUSTOMER DECLINED REPAI	ÍR				
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			JOB	# 2 TOTAL LA	BOR & PARTS	0.00
WHERE'S HARD	COPY???					
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[] WARRANTY	CREDIT CARD [3 CHECK			TOTAI TOTAI TOTAI TOTAI	L LABOR L PARTS L SUBLET L G.O.G L MISC CHG.	0.00 0.00 0.00 0.00
PLEASE LET US SERVICE TO YO	EVROLET APPRECIATES YOUR S KNOW IF WE CAN BE OF F DU.	PURTHER 33.		TOTAL TOTAL	MISC DISC	0.00
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## **BBB AUTO LINE PROGRAM SUMMARY**

### **General Motors**

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

#### LEMON LAW CLAIMS

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

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

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

#### Please note:

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

#### WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

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

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

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

#### CUSTOMER RESPONSIBILITIES

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

#### CLAIMS THAT WILL NOT BE ARBITRATED

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

#### OTHER IMPORTANT INFORMATION

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

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

### WARRANTY CLAIMS NOT COVERED BY THE LEMON LAW

#### **Time Period for Filing Claims**

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

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

#### **Eligible Claims**

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

#### **Eligible Vehicles**

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

The customer's vehicle must be:

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

#### **Remedies for Warranty Claims**

The arbitrator may award the following remedies:

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

#### **Repairs/Reimbursement for Repairs**

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

#### **Repurchase or Replacement**

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

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

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

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

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

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

#### Deductions/Exclusions from a Repurchase or Replacement Award

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

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

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

#### STANDARDS OF THE MISSOURI LEMON LAW

The following is a brief explanation of most relevant provisions of the Missouri lemon law. The complete text of the lemon law can be found at Missouri Rev. Stat. section 407.560 *et seq*.

#### **VEHICLES COVERED**

The Missouri lemon law covers any new motor vehicle being transferred for the first time from a manufacturer, distributor or new vehicle dealer; that has not been registered or titled in the state or any other state; and that is offered for sale, barter or exchange by a dealer franchised to sell, barter or exchange that particular make of new motor vehicle. This includes demonstrators or lease-purchase vehicles as long as a manufacturer's warranty was issued as a condition of sale.

The lemon law does not cover used vehicles, and appears not to cover leased vehicles unless acquired through a lease-purchase. The lemon law does not cover commercial motor vehicles, off-road vehicles, mopeds, motorcycles, and recreational motor vehicles *other than* the chassis, engine, powertrain and component parts.

#### **CONSUMERS COVERED**

The lemon law covers the following consumers:

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

#### VEHICLE CONVERTERS

The lemon law applies to vehicle converters.

#### PROBLEMS COVERED

The lemon law covers any default or condition that impairs the use, market value or safety of the new 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:

- 1. The alleged nonconformity does not substantially impair the use, market value or safety of the new motor vehicle; or
- 2. A nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the new motor vehicle.

#### MANUFACTURER'S DUTY TO REPAIR A VEHICLE

If the consumer reports a nonconformity to the manufacturer or its agent during the term of the express warranties or during a period of one year following the date of the new motor vehicle's original delivery to the consumer, whichever comes first, then the manufacturer or its agent must make the necessary repairs to conform the new motor vehicle to the express warranties.

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

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

If the manufacturer, its agent or authorized dealer is unable to conform the new motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a *reasonable number of attempts*, the manufacturer must, at its option, either repurchase or replace the new motor vehicle.

#### REASONABLE NUMBER OF REPAIR ATTEMPTS

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

- 1. The same nonconformity has been subject to repair four or more times by the manufacturer or its agents, and the nonconformity continues to exist; or
- 2. The new motor vehicle is out of service by reason of repair of the nonconformity by the manufacturer, its agents or authorized dealer for a cumulative total of 30 or more working days, exclusive of down time for routine maintenance as prescribed by the manufacturer.

The 30 day period may be extended by a period of time during which repair services are not available to the consumer because of a conditions beyond the control of the manufacturer or its agents.

The term of the express warranty and the one year period following the date of the new motor vehicle's original delivery to a consumer may be extended if the nonconformity has been reported but has not been repaired by the manufacturer or its agent by the expiration of the applicable period.

#### NOTICE AND FINAL REPAIR ATTEMPT

Before availing himself or herself of the provisions of the lemon law, the consumer or the consumer's representative must give written notification to the manufacturer of the need for repair of the nonconformity, in order to allow the manufacturer an opportunity to cure the alleged nonconformity. Upon receipt of the notice, the manufacturer must immediately notify the consumer of a reasonably accessible repair facility of a franchised new vehicle dealer. After the consumer delivers the new motor vehicle to the authorized repair facility, the manufacturer has ten calendar days to conform the new motor vehicle to the express warranty.

#### DISPUTE RESOLUTION

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

#### TIME PERIOD FOR FILING CLAIMS

An action must be commenced within the earlier of (1) six months following expiration of the express warranty, or (2) 18 months following the date of the vehicle's original delivery to a consumer. If a consumer resorts to an informal dispute settlement procedure, an action must be commenced within 90 days following the procedure's final action.

#### REMEDIES UNDER THE MISSOURI LEMON LAW

#### REPURCHASE

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

- 1. The full purchase price of the new motor vehicle; and
- 2. All reasonably incurred collateral charges, meaning those additional charges to a consumer not directly attributable to a manufacturer's suggested retail price label for the new motor vehicle, including all sales tax, license fees, registration fees, title fees and motor vehicle inspections;
- 3. Less a reasonable allowance for the consumer's use of the vehicle.

The manufacturer may refund to the consumer any sales tax, license fees, registration fees, and title fees paid by the consumer as a result of purchasing the vehicle, and then apply to the Department of Revenue for a refund of these amounts. Alternatively, the manufacturer may direct the consumer to apply to the Department of Revenue for a refund of any sales tax, license fees, registration fees, and title fees paid by the consumer as a result of purchasing the vehicle, provided the manufacturer also gives the consumer documentation to prove the consumer paid these amounts.

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

#### REPLACEMENT

The Missouri lemon law provides that a replacement new motor vehicle be an identical or reasonably equivalent new motor vehicle that is acceptable to the consumer. The consumer is responsible for a reasonable allowance for the consumer's use of the vehicle.



## **American International Recovery**

One AIG Center 3<sup>rd</sup> Floor • Wilmington, DE 19803 P.O. Box 17016, Wilmington, DE 19850-7016



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

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## **American International Recovery**

P.O. Box 3300 · Alpharetta, GA · 30023 · Toll Free: (800) 748-2069 · Facsimile: (302) 252-9110

October 15, 2008

GENERAL MOTORS P.O. BOX 33170 DETROIT, MI 48232

Attention: SUZIE SHORT

RE:

Our Insured

Our File No.

: 610 - 80038009<del>2 - SUB</del> - 1

Your File No.

: 71-666177083

Responsible Party: GENERAL MOTORS

Date of Loss

: Sep 24, 2008

Damages

: \$3984.49

#### Dear SUZIE SHORT:

We are the recovery agents for A.I. SOUTH INSURANCE COMPANY who have made payment to their policyholder for damages arising out of the referenced loss. Based on the investigation, the responsible party listed above is at fault and our client is entitled to recovery of the damages.

The investigation has determined that the responsible party is insured with your company. Accordingly, we are subrogating on behalf of our client and request payment of the damages.

Please note our file number on your remittance and send your check made payable to:

American International Recovery

P.O. Box 105795

Atlanta, GA 30348-9864

If you have any questions, please feel free to contact me using the telephone number listed on the letterhead.

Sincerely,

Recovery Representative

302-252-9149



# AG American International Recovery

One AIG Center 3rd Floor • Wilmington, DE 19803 P.O. Box 17016, Wilmington, DE 19850-7016



OCT 2 4 2008



## **American International Recovery**

P.O. Box 3300 · Alpharetta, GA · 30023 · Toll Free: (800) 748-2069 · Facsimile: (302) 252-9110

October 15, 2008

GENERAL MOTORS P.O. BOX 33170 DETROIT, MI 48232

Attention: SUZIE SHORT

RE:

Our Insured

Our File No.

: 610 - 800380092 - SUB - 2

Your File No.

: 71-666177083

Responsible Party: GENERAL MOTORS

Date of Loss

: Sep 24, 2008

**Damages** 

: \$589.57

#### Dear SUZIE SHORT:

We are the recovery agents for A.I. SOUTH INSURANCE COMPANY who have made payment to their policyholder for damages arising out of the referenced loss. Based on the investigation, the responsible party listed above is at fault and our client is entitled to recovery of the damages.

The investigation has determined that the responsible party is insured with your company. Accordingly, we are subrogating on behalf of our client and request payment of the damages.

Please note our file number on your remittance and send your check made payable to:

American International Recovery

P.O. Box 105795

Atlanta, GA 30348-9864

If you have any questions, please feel free to contact me using the telephone number listed on the letterhead.

Sincerely,

Recovery Representative

302-252-9149

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

June 21, 2011



Service request: 71-667462632 Vehicle Identification Number:

Customer Relationship Specialist: Tanya Quenneville

Dear

Thank you for allowing us the opportunity to review the product allegation involving your 2005 Chevrolet Cobalt. Unfortunately, our attempts to reach you by phone on 9/30/2008 01:15:55 PM, 9/29/2008 05:16:06 PM, 9/29/2008 12:59:32 PM were unsuccessful.

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

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

Sincerely,

**General Motors Corporation** 

PA0005 V05112006

### **Privileged and Confidential Information**

#### **CASE ASSESSMENT**

By: Tanya Quenneville State: PA

Customer	Name:		1	BBB Case No	o.: CHV084989					
Vehicle ID 1G1AL12F			Da	Service ate: /31/2005	Vehicle is: \	Jsed		BAC Code: 113903		
Mileage at	Time of	el: 2005 / C BBB Filing ( C Othe	(69,700)	Vehicle Purchased Used on: $09/02/08$ at odometer {odometer} Sale Type: Purchase $\square$ Lease $\square$ Other $\square$ :						
DVM Nam	e: Carl C	hristiansen.	I.		{Type} CAM Name: <b>Craig Joseph</b>					
Cell phone	Node/Mailbox: 914055 - 8004 Phone Number: <b>914-244-6130</b> Cell phone # (610)212-2989 Svc Mgr Name: Crag Chub									
VEHICLE REPAIR HISTORY										
Throughout the entire form, use an asterisk (* ) if day(s) out of service are already counted in another category.										
				THE MAJOR ( O REPAIRS F						
	TAC # Al	ND EXPLANA	ATION TAC	CE HISTORY C WAS INVOL	VED. IF TAC		SE 			
		BEEN CONT		HY NOT	The d	lealership	has never			
⊠ <u>Power</u>	<u>Steering</u>									
Date:	<u>RO # :</u>	Days Out:	Mileag e:	Descriptio	n of Compla	int and R	<u>Repair Perfo</u>	ormed:		
☐ <u>Recall/</u>	Recall/Campaign (Not Related to Other Symptoms/Complaints)									
Date:	<u>RO # :</u>	Days Out:	Mileag e:	Descriptio	n of Compla	int and R	Repair Perfo	ormed:		

Has the vehicle ever been involved in a accident N

Did you confirm your answer with the customer N

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

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

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

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

Was a Trade Repurchase offered to the customer

Out:

e consid	A Trade Repurchase is to be offered as a settlement before a Straight can e considered)  The considered by the DVM/CAM  The considered by the DVM/CAM										
Other											
Date:	RO #:	Days	Mileag	<b>Description of Complaint and Rep</b>	air Performed:						

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

GM Program Summary Repurchase/Replacement: No due to the vehicle being used.

Lemon Law Repurchase/Replacement: No due to the vehicle being used.

GM Program Summary Repairs/Reimbursement for past repairs: No due to the vehicle being used.

#### THE STATE LEMON LAW READS:

Days out of service: 30 or more calendar days.

Repairs three or more repair attempts

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

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

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

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

attempts}

Total days out of service during the presumption period: {# of Days}

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

**Vehicle Meets Presumption of Lemon Law NO** 

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

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

Concern: {TEXT}

Date & Offer/Result: {TEXT}

#### **RECOMMENDATION AND RATIONALE**

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

Cust sts: This is an ongoing issue with many of these cars. GM/Chevrolet has to be held accountable an make restitution. There should be a recall.

DVM sts:

SVM sts:

CRS Rationale: Customer is ineligible due to vehicle being used.

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

What are the 3 mains weaknesses of the customer's case to win repurchase through Lemon Law

- Vehicle was bought used.									
- The vehicle is a 2005 Chevrolet Cobalt with 69,700 miles.									
Decision reached by CRS:	Arbitrate case:	Settle case:							





### **INFORMATION Redacted PURSUANT TO THE FREEDOM OF**

## INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

Vehicle Identification Number	1G1AL15F777
Investigator	HERBERT WILKIE
Case Number	71-668617587
Investigation Date	Tuesday, October 14 2008
Crash Date	Thursday, October 2 2008
Filename	1G1AL15F777
Saved on	Tuesday, October 14 2008 at 11:41:21 AM
Collected with CDR version	Crash Data Retrieval Tool 3.09
Reported with CDR version	Crash Data Retrieval Tool 3.09
EDR Device Type	airbag control module
Event(s) recovered	None

#### **Data Limitations**

SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event, and then the Deployment Level Event will overwrite the Non-Deployment Event file.

#### SDM Data Limitations:

- -SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.
- -Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.
- -Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
- -SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.
- -Brake Switch Circuit Status indicates the status of the brake switch circuit.
- -Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.
- -Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".
- -The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.
- -If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.
- -The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.
- -Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

SDM Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

1G1AL15F777

Page 1 of 5

Printed on: Tuesday, October 14 2008 at 11:42:36 AM





-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's communication network.

-The Belt Switch Circuit is wired directly to the SDM.





#### **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

ė01	0.0	00	00	0.0	52	0.0	00
\$01	00	00	00	00		00	
\$02	30	00	00	00	00	00	00
\$03	02	00	00	00	00	00	00
\$04	02	00	00	00	00	00	00
\$05	00	00	00	00	00	00	00
\$06	00	0A	00	00	0A	39	15
\$07	00	29	00	00	00	00	00
\$08	00	FF	00	00	00	00	00
\$09	00	88	88	00	00	00	00
\$0A	00	00	00	00	00	00	00
\$0B	00	00	01	0F	00	00	00
\$0C	00	00	00	00	00	00	00
\$0D	00	00	40	00	00	00	00
\$0E	00	00	00	00	00	00	00
		00	00	00	00	00	
\$0F	BA						00
\$10	47	31	41	4C	31	35	46
\$11	37	37	37	31	38	36	33
\$12	30	36	00	00	00	00	00
\$13	00	00	00	00	00	00	00
\$14	00	00	00	00	00	00	00
\$15	00	00	00	00	00	00	00
\$16	03	06	0C	16	34	00	00
\$17	03	03	03	02	00	00	00
\$18	02	02	00	00	00	00	00
\$19	07	07	00	00	00	00	00
\$1B	3F	00	00	67	00	7A	00
\$1C	3F	00	00	02	00	1A	00
\$1D	00	00	00	00	00	00	00
\$1E	4F	00	00	4F	00	01	00
\$1F	33	C1	00	00	00	23	00
\$20	40	00	00	00	00	00	00
\$21	FF	FF	00	00	50	00	00
; \$22	00	92	00	00	00	00	00
\$24	00	00	00	00	00	00	00
\$25	00	00	00	00	00	00	00
\$26	00	00	00	00	00	00	00
\$27	FF	00	FF	00	00	00	00
\$2A	00	00	00	00	00	00	00
\$2B	00	00	00	00	00	00	00
\$2D	00	00	00	00	00	00	00
\$2E	00	FF	F0	0F	EC	00	00
\$2F	00	FE	0F	EC	00	00	00
\$30	9D	00	00	00	00	00	00
\$31	FF	FF	FF	FF	FF	80	00
\$32	F8	80	FF	80	00	0.0	00
\$33	FF	FF	FF	FF	FF	80	00
\$34			FF				00
\$35	FF	FF		FF	FF	80	00
•	FF	FF	FF	FF	FF		
\$36	FF	FF	FF	FF	FF	80	00
\$37	F8	80	F8	0F	0F	CA	FE
\$38	FF	80	C0	80	FF	C0	FC
\$39	FF	FF	FF	FF	FF	80	00
\$3A	FF	FF	FF	FF	FF	80	00
\$3B	7F	0F	1F	1F	3F	00	0.0
\$3C	FF	FF	FF	FF	FF	FF	C0
\$3D	FF	FF	FF	FF	FF	FF	00

1G1AL15F777



1G1AL15F777



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$3E FF FF FF FF 00 00 00
$3F
   00 00 F0 00 00 00 00
$40 E0 FF 00 00 00 00 00
   F8 F8 90 00 00 00 00
$41
   80 FF FF FF FF 00 00
$42
$43 FF FF FF 00 00 00 00
$44 FF FF FF FF FF 00
$45 FF FF FF FF FF 00
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$47 FF FF FF FF FF 00
$48 FF FF FF FF FF 00
$49 FF FF FF FF FF 00
$4A FF FF FF FF FF 00
$4B FF FF FF FF FF 00
$4C FF FF FF FF FF 00
$4D FF FF FF FF FF 00
$4E FF FF FF FF FF 00
$4F FF FF FF FF FF 00
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$54 82 FF FF 00 00 00 00
$55 FF FF FF FF FF 00
$67 A0 FF 00 00 00 00 00
$68 F8 F8 90 C0 00 00 00
$69
    80 FF FF FF FF 00 00
$6A
   FF FF FF 00 00 00 00
$6B
   FF FF FF FF FF 00
$6C
   FF FF FF FF FF 00
    FF FF FF FF FF 00
$6D
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    FF FF FF FF FF 00
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$71
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$73
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$74
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$75
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$76 FF FF FF FF FF 00
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$79
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$7B FF FF FF FF FF 00
   41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$01
$02 01 02 03 04
   41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$03
$04
   01 02 03 04
$05
   $06
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   $08 FF FF FF FF
$0D
   41 48 32 39 35 31 52 36 32 34 39 33 45 44 50 38
$0E
   01 5A 4B 31
$0F
   41 4A 01 02 03 04 52 45 41 32 30 32 33 30 30 30
$10 01 02 03 04
   42 52 30 31 33 34 56 31 06 32 37 30 38 4A 39 44
$13
$14
   01 5A 74 02
   $17
$18 FF
            .F
```





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$21 37 35 E1 72 6A 74 91 9A
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$23 31 41 FA FA FA FA
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$26 32 41 FA FA FA FA
$40 00 00
$41 3F 00 00 02 00 1A
$42 D0 C4
$43 00 00 8E 80
$44 C6 00 00 FC C0 C0
$45 07 01 07 01 05 01
$46 FF 1B 1B 64 28
$47  OA 64 06 04 04 05 OA 06 04 OA 00 00 FA 00 00 FF 04 64
$48 18 08 08
$B0 58
$B1 FD FE 00
$B2 FF FF FF FF
$B4 41 53 33 39 31 35 32 32 31 5A 30 54 20 20 20 20
$B7 50 AA 04 OF 07
$B8 43 48 70 02 09
$C1 30 46 30 37
$CA 30 46 30 37
$CB 01 89 6E 6B
$CC 01 89 6E 6B
$D1 00 00
$DB 00 00
$DC 00 00
```

Servic	ce Request Detail					
SR No.	71-668617587	Ref No.	Goodwill	No Goodwill Offered	<b>BRC Type</b>	PAR
Account		Site	GW SubType	•	Bus. Unit	BRC
Last Name		First Name	Approval	Not Initiated	Area	PAR
Daytime #		Evening #	UCC	Steering - Power Steering Pump /	Sub-Area	Initiate PAR- Collision
Address		City King	Involved DIr		Safety	Yes
State	NC <b>ZipCd</b>	Con Acct	Source	Phone	Updated	10/6/2008 10:59:07 AM
Serial #/VIN	1G1AL15F777	Model Year 2007	Priority	Medium License # CHEVROL	Owner	GARCIAJR
Make	Chevrolet	Warr. Start 10/12/2006	Status	Open	Opened	10/2/2008 04:29:09 PM
Model	Cobalt	Mileage 31885	Sub-Status	Dissatisfied	Closed	
Abstract	Steering - 07 Chevrolet Cobalt					
Customer	This is a BRC PAR Case. Do not assur	ne case. Forward any inquiries to Joe Garcia a	at ext 11291.			

#### **Pre-PAR**

Description

PAR Notifier	In	cident Date/Time I	njuries #	Other Veh	# Peo	ple in Veh	Road	Surface	Road	Cond.	Fire Report#	P	Police Report#
Owner	10	)/2/2008 03:30:59 PM	N	0		1	Aspha	alt	Dry		n/a	n	/a
Driver Last N	Name		Driver F	irst Name		He	eight	DOB	Disal	oilities			
						5'6	5"	9/11/19	90 none				
Insurance Ag	gent Last	Name	Insurand	ce Agent Fire	st Name	Ph	none #		Insuran	ce Agend	СУ		
n/a			David						Nationw	ide			
Incident Loc	, 5,							ncident Desc	Was turning on to Mountain View Rd. when power steering went out, tried to compensate with t turn when the power steering went back. lost control and ran into a ditch			•	
Component	powers	steering											
								Damage	e front bumper dented, radiator pushed in and leaking antifreeze				ze
Vehicle	Modern	Chevroet Parking Lot					D	Desc					
Loc							Α	Add'l Info n/a					
Emgcy Svc	n/a												
Names							N	Maint Loc					
PAR De	etail												
Collision	Υ	Non Collision		Property Damage	N	Thermal I	Evt	N Sp	ec Equip	n/a			
Vehicle	25			Weather	clear			Pro	op Owner	n/a		Property	n/a

	Damage		
Vehicle 25	Weather clear	Prop Owner n/a	Property n/a
Speed	Condition		Type
Last Service	Loc Last	Property n/a	Prop Est
Date	Service	Location	Repair Cost
Veh Est \$0.00 Repair Cost	Spec Equip n/a Installer	Prop Damage n/a Description	

Primary Personal Inspection Type Inspected By Inspection Date/Time

Veh Damage Description Fit end dmg

Report Generated for garciajr on 10/6/2008 Page 1 of 8

#### **Activities**

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/6/2008 11:17:03 AM	GARCIAJR	GARCIAJR	BRC PAR	Inspection- EAA- Other	Done	10/6/2008 11:17:22 AM	submitting inspection request
Contact Last Name		Contact First	Name	Account		BAC Code	
Comments							
n/a							
Confidential Comments							

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/6/2008 11:09:10 AM	GARCIAJR	GARCIAJR	Scheduled Outbound Call		Scheduled Alar	m	71-668617587, inspection recvd?
			Cust				
Contact Last Name	Contact First Name		Account	BAC Code			
Comments							

Monday 10/13/08, 12-2 pm et, @ (336) 608-9955.

Joe G/PAR/ATX

Confidential Comments

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/6/2008 11:09:10 AM	GARCIAJR	GARCIAJR	BRC PAR		Done	10/6/2008 11:15:35 AM	Type of Inspection - EAA
Contact Last Name		Contact First	Name	Account		BAC Code	

Comments

Vehicle Location:

MODERN CHEVROLET 5955 UNIVERSITY PARKWAY WINSTON-SALEM, NC 27105 336-722-4191

Jeff Keates - SVM

Joe G/PAR/ATX

**Confidential Comments** 

Report Generated for garciajr on 10/6/2008 Page 2 of 8

#### **Activities**

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/6/2008 11:09:09 AM	GARCIAJR	GARCIAJR	PAR Case Assessment	Collision	Done	10/6/2008 11:13:18 AM	Steering
Contact Last Name Contact First Name		Account		BAC Code			

Comments

Type of collision......veh hit ditch....Inspection to be completed by EAA....Business Reason for selection of inspection type....need vetronix

Joe G/PAR/ATX

**Confidential Comments** 

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 02:52:12 PM	GARCIAJR	GARCIAJR	Scheduled Outbound Call		Done	10/6/2008 11:04:23 AM	71-668617587, ct cust
			Cust				
Contact Last Name		Contact First	Name	Account		BAC Code	

Comments

Monday 10/6/08, 9-11 am et, @

Joe G/PAR/ATX

**Confidential Comments** 

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 02:48:25 PM	GARCIAJR	GARCIAJR	Outbound Call Customer	Received No Answer	Done	10/3/2008 02:48:44 PM	excessive ringing
Contact Last Name		Contact First	Name	Account		BAC Code	

Comments

Called daytime/cell phone #,

Not able to leave message.

Joe G/PAR/ATX

**Confidential Comments** 

Report Generated for garciajr on 10/6/2008 Page 3 of 8

#### **Activities**

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 12:36:47 PM	GARCIAJR	GARCIAJR	Ownership Changed	Ownership Escalated to BRC	Done	10/3/2008 12:36:47 PM	Ownership Escalated to BRC
Contact Last Name		Contact Firs	t Name	Account		BAC Code	
Comments							

#### Confidential Comments

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 12:21:45 PM	DRAHEICM	GARCIAJR	Ownership Changed		Done	10/3/2008 12:21:45 PM	Service Request Ownership has
Contact Last Name	ntact Last Name Contact First Name		Account		BAC Code	changed FROM: GONZALE1 TO: GARCIAJR	
							GARCIAIR
Comments							

#### Confidential Comments

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 12:21:28 PM	DRAHEICM	GARCIAJR	BRC PAR	Initial Contact- Phone	Done	10/6/2008 11:04:17 AM	made initial ct w/cust
Contact Last Name		Contact Firs	t Name	Account		BAC Code	

#### Comments

Called daytime phone #,

Crm stated calling to f/u w/cust re the product allegation case, understand that veh was involved in a collision where cust alleges something wrong w/the steering contributed to it.

Cust stated that is correct, was going approx 25 mph when she was making a right turn, lost power steering and to avoid hitting a car, jerked the steering wheel to the right but that is when the power steering returned & she went into a ditch. Cust stated the veh is a Modern Chevrolet.

Crm stated would like to get the veh inspected.

Cust stated that is fine.

Joe G/PAR/ATX

Confidential Comments

Report Generated for garciajr on 10/6/2008 Page 4 of 8

#### **Activities**

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 12:21:23 PM	DRAHEICM	GARCIAJR	BRC PAR	Initial Contact- Dealer	Done	10/3/2008 01:11:18 PM	Modern Chevrolet
Contact Last Name		Contact First	Name	Account		BAC Code	

#### Comments

Called dlr @

Crm stated calling to get any details that may be related to cust's product allegation case.

SVM, Jeff Keates, stated they have the veh at their dlr.

Crm stated would like to send out inspector.

SVM stated that is fine.

#### Joe G/PAR/ATX

#### **Confidential Comments**

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 12:21:18 PM	DRAHEICM	GARCIAJR	BRC PAR	Initial Contact- AVM	Done	10/3/2008 12:59:53 PM	I/m for DVM, Joseph Schroer
Contact Last Name		Contact First	t Name	Account		BAC Code	

#### Comments

DVM: Joseph Schroer Node: 404082 Mailbox: 8202

Calling to provide heads-up/FYI on cust's product allegation case.

#### Joe G/PAR/ATX

**Confidential Comments** 

Report Generated for garciajr on 10/6/2008 Page 5 of 8

#### **Activities**

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 12:21:11 PM	DRAHEICM	GARCIAJR	BRC PAR	Acknowledgement	Done	10/3/2008 02:52:11 PM	acknowledgement made
Contact Last Name		Contact First	Name	Account		BAC Code	

Comments

Called evening phone #,

Crm stated calling to speak w/cust.

Third party, Gary, stated she is not avail.

Crm left message.

Joe G/PAR/ATX

Confidential Comments

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Desci
10/3/2008 12:21:07 PM	DRAHEICM	GARCIAJR	Notify CRM		Done	10/3/2008 12:33:37 PM	file
Contact Last Name		Contact Firs	t Name	Account		BAC Code	
Comments							

#### Confidential Comments

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 12:21:00 PM	DRAHEICM	GARCIAJR	Research		Done	10/3/2008 12:34:54 PM	research vin
Contact Last Name		Contact First	Name	Account		BAC Code	

#### Comments

Summary:

Repairs - 09/30/2008 322349 # E7680 - STEERING COLUMN REPLACEMENT, related to allegation

Recalls - no open recalls

SR's - no other files for this veh

Joe G/PAR/ATX

**Confidential Comments** 

Report Generated for garciajr on 10/6/2008 Page 6 of 8

#### **Activities**

reated	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
/3/2008 12:20:46 PM	DRAHEICM	GARCIAJR	BRC PAR	Case Assigned	Done	10/3/2008 12:33:34 PM	assigned to joe garcia ext 11291
ntact Last Name		Contact Firs	t Name	Account		BAC Code	
omments							
onfidential Comments							
ornidential Comments							
eated	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
0/3/2008 10:54:13 AM	DRAHEICM	GONZALE1	SR Opened		Done	10/3/2008 10:54:13 AM	SR in Status of Closed has been Re
ontact Last Name		Contact Firs	t Name	Account		BAC Code	Opened by DRAHEICM
comments							l
onfidential Comments							1
onndential Comments							
reated	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
0/3/2008 10:54:12 AM	DRAHEICM	GONZALE1	SR Closed - Dissatisfied		Done	10/3/2008 10:54:12 AM	Service Request has been Closed
ontact Last Name		Contact Firs	t Name	Account		BAC Code	Dissatisfied.
omments							
							1
onfidential Comments							
reated	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
0/2/2008 04:45:27 PM	GONZALE1	DRAHEICM	Escalation	Initiate PAR	Done	10/3/2008 10:53:28 AM	Assigning activity to PAR QUEUE
autost Loot Nouse		Contact Firs	t Name	Account		BAC Code	
ontact Last Name							-
<u>Dntact</u> Last Name							
omments							

A person from the PAR Department will contact the customer within 2 business days

rain marcy (enrico gonzales)/ cac tier1/ man/ lvl1 emp/ x22906

Received and assigned in PAR. Chad Draheim/ATX/Workflow PAR

Confidential Comments

Report Generated for garciajr on 10/6/2008 Page 7 of 8

#### **Activities**

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/2/2008 04:29:16 PM	GONZALE1	GONZALE1	Inbound Call Customer	Complex Request	Done	10/2/2008 04:45:26 PM	alleged product allegation - power
Contact Last Name		Contact First	Name	Account		BAC Code	steering

#### Comments

cust states 2007 Cobalt

Power Steering light was on Put a steering column yesterday Fixed the problem

Driving a while ago

Power steering went out

Tried to compensate when the power steering went back in

Lost control and ran into a ditch

cust seeks

To file a complaint about the issue

crs advised

ADvised customer that their information will be forwarded to the Product Allegation Department within the BRC

rain marcy (enrico gonzales)/ cac tier1/ man/ lvl1 emp/ x22906

#### Confidential Comments

#### **UCC** Information

UCC Code	Symptom	Description
M30	Inoperative	Steering - Power Steering Pump / Brackets

Report Generated for garciajr on 10/6/2008 Page 8 of 8

Customer's Name: Vehicle Brand:

CHEVROLET 71-668617587 Inspection Date:

10/14/2008

Model: 2007 COBALT

<u>VIN:</u> **1G1AL15F777** 

Mileage at Inspection: 32,212

File #

Inspection Location: MODERN CHEV, 5955 UNIVERSITY PKWY WINSTON-SALEM, NC 27105

Inspector's phone number: 276-623-2666 Inspected By: HERBERT WILKIE, IC. EAA SERVICE ASSOCIATE

Section 1 INSPECTION SUMMARY
BRIEFLY Describe the customer's ALLEGATION below:
POWER STEERING QUIT WORKING AND CAUSED ACCIDENT
<b>{</b>
Following the inspection, summarize the facts and observations: (Additional cmts may be placed in section 9)
DOWNLOADED VEHICLE DATA WITH BOSCH/VETRONIX CDR, NO EVENT CAPTURED.
DAMAGE TO RIGHT FRONT BUMPER COVER, RIGHT LOWER RADIATOR MOUNT BROKEN, AC HOSE RUBS
AGAINST BELT PULLY, GREEN AC DYE AND OIL ON UNDERSIDE OF ENGINE CRADLE.
RADIATOR FLUID FULL, BRAKE FLUID FULL, NO SIGN OF CONTAMINATION.
ELECTRIC POWER STEERING GAVE GOOD ASSIST WITH NO BIND AT ANY TIME WHEN TESTED.
TECH II SHOWED NO DTCs IN POWER STEERING CONTROOL MODULE. FOUND BOTH REAR TIRES HAD VERY NOTICABLE FLAT SPOTS DURING TEST DRIVE
{
{
{
{
{
O C O INTERVIEW INDIRENT RETAIL O
Section 2 INTERVIEW - INCIDENT DETAILS
Obtain all of the information for this section from the Driver/Claimant
Provide a complete description of the incident according to the DRIVER / CLAIMANT
Interview mode: X By Telephone Incident Date and Time: 10/02/2008 3:00 PM
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008 Was a police/fire department report obtained? Yes X No
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008 Was a police/fire department report obtained? Yes X No Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008 Was a police/fire department report obtained? Yes X No Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  The policy of the placed in section 9 of the placed in secti
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No  Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  {  DRIVER  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  The policy of the placed in section 9 of the placed in secti
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Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No  Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  {  DRIVER  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No  Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  {  DRIVER  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  The policy of the
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No  Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  {  DRIVER  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No  Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  The power of
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No  Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  Driver/other occupant's physical description (include name, gender, height, weight, & disabilities ):  FEMALE, 5' 6" TALL 155 POUNDS.
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM Interview date: 10/14/2008  Was a police/fire department report obtained? Yes X No  Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  The power of
Interview mode: X By Telephone

<u>Customer's Name:</u> <u>Vehicle Brand:</u>

File #

CHEVROLET 71-668617587 Inspection Date: 10/14/2008

Model: 2007 COBALT VIN: 1G1AL15F777

What was the exact location of the incident. MEADOWBROOK AND MOUNTAIN VIEW INTERSECTION.

Driving conditions at the time of the incident:	
Weather conditions & Visibility: <b>SUNNY AND DRY</b> Approximate Temp (°F): <b>70s</b>	
Road Surface:	
Road Condition: X Dry Wet Icy Other:_{	
Shoulder Curb : Concrete Asphalt X Gravel Crushed rock Dirt	
Shoulder/Curb Condition: <b>X</b> Dry	
Posted Speed Limit ?	
Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.) NONE	
Length of Drive Prior to incident:	
Total Time (hrs. & mins.): 2 HR Distance (miles): ?	
Estimate of vehicle speed: 35 mph Source of est. DRIVER EST	
Estimated vehicle speed at impact: 25 mph Source of est. DRIVER 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 X Other Describe THEN WENT OUT DURING TURN	
Suspension Normal X Other Describe {	_
Brakes Normal X Other Describe {	_
Engine Normal $X$ Other $\square$ Describe $\{\_\_\_\_$	_
Electrical Normal X Other Describe {	_
Were any warning lights illuminated or driver information center messages displayed? $\square$ Yes X No If "Yes", go the details and describe the event(s).	et
Has the vehicle behavior noted during this incident ever been noted prior to this incident? $X\ Yes\ \square\ No\ If$ "Yes", get details and describe the event(s).POWER STEERING QUIT WORKING, DROVE WITHOUT POWER ASSIST FOR TWEEKS, STEERING COLUMN REPLACED TWO DAYS PRIOR TO ACCIDENT. BY MODERN CHEVROLET	
Also, determine whether there were any warning lights illuminated, messages on driver information panel, unusual no smoke or steam observed. <b>NONE</b>	ses
Describe any evasive action: X Turning XBraking Accelerating Other: {	
Describe cargo (in the vehicle interior, trunk and/or trailer (if any):_NONE  Estimated total weight of cargo:_{	
If a trailer was being towed, photograph the hitch structure, both on the trailer and towing vehicle.	
Did the vehicle leave the roadway?: X Yes	
How was the vehicle transported from the incident site to the present location?   Tow Truck   Flat Bed XOther	
Additional comments concerning the incident:_VEHICLE WAS DRIVEN FROM SCENE	
ſ	

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> **1G1AL15F777** 

Section 3 INTERVIEW - VEHICLE HI	STORY
Source of information (name, address, phone number, & relationshi	<u>p), if other than claimant:</u>
SAME	
Comments: (Additional cmts may be placed in section 9)	
Did the owner purchase the vehicle new?	Used? X Yes No Date A MONTH AGO
VEHICLE MODIFICATIONS / ALTERATIONS	
Are any vehicle modifications or alterations present, and has any af	ter-market equipment been installed?
(e.g., objects attached to the steering wheel or instrument panel, co	
modified body, electrical components, powertrain, wheels or tires, a	
NONE	· ,
<b>{</b>	
{	
<u>VEHICLE REPAIR / SERVICE HISTORY</u>	
Prior electrical system service? <b>X</b> No  Yes If yes, describe:	{
{	
Prior collision repair? <b>X</b> No ☐ Yes If yes, describe:	{
Repaired by whom? (name, address, phone) {	
Disable size of the second sec	If you do not be substantial and a substantial a
Prior chassis system service, repair, or replacement? No XYes POWER STEERING COLUMN, TWO DAYS PRIOR TO ACCIDEN	T <sup>*</sup>
Prior electrical system components serviced, repaired, or replaced became SAME	by whom? ( name, address, phone number)
Any other pertinent vehicle history information (from interview, GM v	
If yes, describe: RO 322349 SHOWS STEERING COLUMN R	EPLACEIVIENT 09/30/2006
<b>L</b>	
Section 4 VEHICLE INSPECTION –	VISUAL/PHOTO
THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSIC	CAL EVIDENCE USING PHOTOS AND WRITTEN
OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE AP	
PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN P	
REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMA	GE WITH MANY PHOTOS.
DESCRIPE ANY DAMAGE TO THE VEHICLE DODY.	
<u>DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:</u> RIGHT END OF FRONT BUMPER COVER DENTED, HAS MUD U	
right END OF FRONT BUMPER COVER DENTED, HAS MUD U	INDERNEATH
UNDERBODY / FRAME / CHASSIS AREA: Describe any damage to	o the underside of the vehicle. Note the condition of the
bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine m	
contact between vehicle components and the underbody. Photograph if da	
LIGHT COATING OF MUD ON RIGHT SIDE TIRE SIDEWALLS	• • • • • • • • • • • • • • • • • • • •
RIGHT LOWER RADIATOR MOUNT BROKEN, RADIATOR PUSH	HED BACK SEVERAL INCHES,
AC HOSE RUBS AGAINST BELT PULLY, AC DYE AND OIL ON	·
BOTH REAR TIRES HAVE FLAT SPOTS	
1	

<u>Customer's Name:</u>
<u>Vehicle Brand:</u>

CHEVROLET

File #

71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> **1G1AL15F777** 

#### **CORNER ASSEMBLIES** Struts/shocks Ball joints Tire/wheel assemblies **Springs** Steering knuckles Control arms Axle assemblies Comments: ALL FASTENED, NO DEFORMATION FOUND **UNDERHOOD** Power steering lines, hoses, clamps and connections Engine compartment Brake fluid level and condition Power steering fluid level and condition Comments: **ALL LOOKS LIKE NEW GENERAL OBSERVATIONS** Photograph and comment on any aftermarket equipment found, vehicle modifications or items that are unusual or out of place. Comments: NONE

### INTERIOR

Section 5

### VEHICLE INSPECTION - PASSENGER COMPARTMENT

Instrument panel Odometer

Controls Steering wheel and column

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

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

Personal items/cargo

INTERIOR INSPECTION (Describe any damage and photograph ) NO INTERIOR DAMAGE FOUND EXCEPT SCRATCHES ON UPPER WINDOW FRAME OF DRIVERS DOOR			

Section 6 STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> **1G1AL15F777** 

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

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> 1G1AL15F777

ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all	INSPECTED FOR LOOSE PARTS OR DEFORMATION,
components in place and	TURNED STEERING FROM LOCK TO LOCK, NO BINDING OR UNEVEN FEEL
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 DEFORMATION, CRACKS OR BENDS FOUND, NO SIGN OF CONTACT
free from cracks, bends,	WITH ANY LINKAGE
fractures, etc. Are there any	
scrapes, abrasions, signs of	
contact with any of the linkage?	
Gear/rack and pinion-Any sign	NO SIGN OF LEAKS, NO DAMAGE FOUND, NO CONTACT MARKS FOUND
of leakage, damage to boots on	
the rack, contact by foreign	
objects?	
Steering column, ignition switch,	PROPERLY FASTENED TO DASH, UNLOCKS WITH IGNITION ON
intermediate shaft. Does the	
column unlock with the ignition	
key "on"? Is the steering column	
properly fastened to the dash?	
Steering pump, drive, hoses,	ELECTRIC POWER STEERING ASSIST. HAS NO PUMP OR HOSES
connections, flow, pressure. If	
possible, start the engine and	
rotate the steering wheel lock to	
lock. Is power assist normal? If	
not, it may be necessary to	
check pressure and flow.	ELECTRIC DOWER STEERING HAS NO DS ELLID
PS fluid level and condition-	ELECTRIC POWER STEERING, HAS NO PS FLUID
Color, contamination, odor	ALL SECURE AND PROPER
Steering knuckle-All	ALL SECURE AND PROPER
attachments secure and	
proper?	NO LOOSE DARTS OF DECORMATION FOLIND NO CONTACT MARKS
Suspension components – LF Strut attachments, springs	NO LOOSE PARTS OR DEFORMATION FOUND, NO CONTACT MARKS FOUND.
intact; control arms properly	I COMD.
attached, deformed, broken,	
scraped, etc. Sway bars	
properly attached.	
Strut attachments, springs	NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND, NO
intact; control arms properly	CONTACT MARKS FOUND
attached, deformed, broken,	OUTTO HAMINI OUTD
scraped, etc. RF	
Strut attachments, springs	NO MISSING PARTS, NO LOOSE PARTSOR DEFORMATION FOUND, NO
intact; control arms properly	CONTACT MARKS FOUND
attached, deformed, broken,	CONTINUE MARKET COND
scraped, etc Rear sway bars,	
ociapou, oto itodi oway baio,	

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587 Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> 1G1AL15F777

trailing arms properly attached	
and undamaged. LR	
Strut attachments, springs	NO MISSING PARTS, NO LOOSE PARTS, NO DEFORMATION FOUND, NO
intact; control arms properly	CONTACT MARKS FOUND
attached, deformed, broken,	
scraped, etc. RR	
Rear axle assembly-deformed,	NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND
signs of impact, properly	·
located, etc.	
Deformation to the frame	NO FRAME DEFORMATION FOUND
Describe and photograph	NO EVIDENCE OF AXLE/SUSPENSION/ TIRE CONTACT WITH BODY OR
evidence of axle/ suspension/	FRAME
tire contact with frame, body or	
components	
Describe and photograph	RIGHT FRONT CORNER OF ENGINE CRADLE CAPTURED SOME GRASS,
contact of the under- carriage	RADIATOR RIGHT LOWER MOUND BROKEN, LOWER CORNER OF
with the road surface (road,	RADIATOR PUSHED BACK 2 INCHES
shoulder, curb, or grass)	TOTAL DISTRICT STATES BROWN BY
Stability Enhancement	DOES NOT APPLY
system/components-check for	
codes with Tech II	
Engine (normal, other)-Obtain	NO ENGINE CODES
codes using a Tech II.	THO LITORILE GODES
Electrical (normal, other)	NORNAL
	RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED
Warning lights/messages	RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED
displayed? Describe and obtain	
codes using a Tech II	ALL ADDEADO INTACT
Anything components missing?	ALL APPEARS INTACT
Other	<b>{</b>

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". **POWER POWERSTEERING PERFORMED WELL DURING ACCELERATION, BRAKING AND TURNING FIGURE 8s** {

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

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

#### TIRE AND WHEEL INSPECTION

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587

Inspection Date:

VIN:

10/14/2008

Model: 2007 COBALT

1G1AL15F777

#### 1. IDENTIFICATION:

				AVE. TREAD	DOT
TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
(Goodyear)	(Eagle GA)	(P205/70R15)	<u>(psi)</u>	32nds of inch	
<b>HANCOCK</b>	<u>OPTIMO</u>	_P205/55R16_	<u>30</u>	9/32	1GBC PDYH
HANCOCK_	<u>OPTIMO</u>	P205/55R16	28	7/32	3807 1GBC PDYH 2806
HANCOCK_	MILEAGE	P205/55R16_	<u> 26</u>	10/32	T7BC DF H
	PLUS				<u>4107</u>
HANCOCK	MILEAGE PLUS	P205/55R16_	26	11/32	T7BC_DE H 4107
	(Goodyear) HANCOCK HANCOCK HANCOCK	(Goodyear) (Eagle GA)  HANCOCK OPTIMO  HANCOCK MILEAGE PLUS  HANCOCK MILEAGE	(Goodyear)         (Eagle GA)         (P205/70R15)           HANCOCK         OPTIMO         P205/55R16           HANCOCK         MILEAGE         P205/55R16           HANCOCK         MILEAGE         P205/55R16           HANCOCK         MILEAGE         P205/55R16	(Goodyear)         (Eagle GA)         (P205/70R15)         (psi)           HANCOCK         OPTIMO         P205/55R16         30           HANCOCK         OPTIMO         P205/55R16         28           HANCOCK         MILEAGE         P205/55R16         26           PLUS         P205/55R16         26	TIRE BRAND         TIRE TYPE         TIRE SIZE         PRESSURE         DEPTH           (Goodyear)         (Eagle GA)         (P205/70R15)         (psi)         32nds of inch           HANCOCK         OPTIMO         P205/55R16         30         9/32           HANCOCK         OPTIMO         P205/55R16         28         7/32           HANCOCK         MILEAGE PLUS         P205/55R16         26         10/32           HANCOCK         MILEAGE PLUS         P205/55R16         26         11/32

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 **NONE** 

RF LIGHT MUD STAINS ON SIDEWALL

#### LR \_FLAT SPOT ON TREAD, NOTICED DURING ROSD TEST

RR LIGHT MUD STAINS ON SIDEWALL, FLAT SPOT ON TREAD, NOTICED DURING ROAD TEST.

2.	TIRE	PLA(	CARD	DATA

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

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

TIRES <u>P205/55R16</u> <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...
- ldentify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.

<u>Customer's Name:</u> <u>Vehicle Brand:</u>

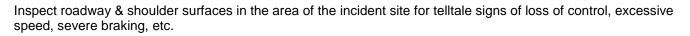
File #

CHEVROLET 71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> 1G1AL15F777



Photograph the scene and property if involved.			
Comme DID NC { {	ents: DT INSPECT SITE,	DRIVER SEEMED UNSURE WHAT THE LOCATION WAS.	
Section	8	COMMENT OVERFLOW	
	e comments are continu	for additional comments from the inspection form. Please note the section ed from prior to each comment.	n and
Section	9	OTHER REPORT INFORMATION	
	According to NHTSA, "fire The term also includes, be smoldering, but does not	evidence of a "Fire-Related" event. " means combustion or burning of material in or from a vehicle as evidenced by ut is not limited to, thermal events and fire-related phenomena such as smoke, so include events and phenomena associated with a normally functioning vehicle, so an engine or exhaust from an engine.	parks or
	Attachments: (Check all that apply) $X$ Photographs $X$ Data Downloads $X$ Other Records		

# PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name:

Inspection Date: 10/14/2008

Vehicle Brand: CHEVROLET

Model: 2007 CHEVROLET COBALT

<u>File # 71-668617587</u> <u>VIN:</u> 1G1AL15F777

#### Inspector HERBERT WILKIE IC. EAA SERVICE ASSOCIATE

**DIGITAL PHOTO LOG** 

#### **DIGITAL PHOTOS 1-35**

**Description** 

Neg.#

<u> </u>	<u> </u>
0	DOOD LABEL WANT
1.	DOOR LABEL 'VIN'
2.	ODOMETER LEFT FRONT 1/ MEM
3.	LEFT FRONT ¼ VIEW
4. 5.	RIGHT REAR 1/4 VIEW
5. 6.	RIGHT FRONT ¼ VIEW
	RIGHT FRONT CLOSE UP
7.	RIGHT FRONT CLOSE UP ANOTHER ANGLE
8.	UNDERCARRIAGE- AT RIGHT END OF RADIATOR AND AC/ COND
9.	UNDERCARRIAGE ANOTHER ANGLE
10.	UNDERCARRIAGE-ANOTHER ANGLE
11.	DELETE
12.	LEFT FRONT WHEEL, NOTE! MISSING CENTER CAP
13.	RIGHT FRONT TIRE, LIGHT MUD STAINS ON SIDEWALL
14.	RIGHT REAR TIRE, LIGHT MUD STAINS ON SIDE WALL
15.	INTERIOR THROUGH OPEN PASSENCED DOOR
16.	INTERIOR THROUGH OPEN PASSENGER DOOR CENTER CONSOLE, SWITCHES
17.	
18.	STEERING WHEEL AND COLUMN, SIDE VIEW
19.	DRIVERS SEAT OVERALL, SHOWS POSITION
20. 21.	<u>DRIVERS SEAT BACK ANGLE</u> DELETE
22. 23.	TRUNK, CARGO AREA
23. 24.	OPTION LABEL
24. 25.	DELETE  DELIVERS VISOR AND HEADLINED
25. 26.	<u>DRIVERS VISOR AND HEADLINER</u> PASSENGER VISOR AND HEADLINER
26. 27,	DRIVERS DOOR UPPER WINDOW FRAME, SCRATCHES FROM APPARENT ENTRY ATTEMPTS
27, 28.	AC HOSE AGAINST BELT PULLY
20. 29.	AC HOSE AGAINST BELT PULLY, ANOTHER ANGLE
30.	LEFT REAR TIRE, FLAT SPOT, FELT DURING TEST DRIVE
31.	RIGHT REAR TIRE, FLAT SPOT. FELT DURING TEST DRIVE
31. 32.	RIGHT FRONT UNDERCARRIAGE, FROM LOWER ANGLE
32. 33.	TECH II SCREEN, SHOWS DTC # B3951 RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED
34.	TECH II SCREEN, SHOWS DTC # B3931 RIGHT REAR TORN EIGHT CIRCOTT OF EN OR GROUNDED
34. 35.	TECH II SCREEN, SHOWS NO DTCs IN POWER STEERING CONTROL MODULE
36.	TEOTH OCKLETA, OTTOWN NO DIOS HAT OWER OTELINING CONTINUE MICHOLE
30. 37.	
31.	





#### **CDR File Information**

Vehicle Identification Number	1G1AL15F777
Investigator	HERBERT WILKIE
Case Number	71-668617587
Investigation Date	Tuesday, October 14 2008
Crash Date	Thursday, October 2 2008
Filename	1G1AL15F777
Saved on	Tuesday, October 14 2008 at 11:41:21 AM
Collected with CDR version	Crash Data Retrieval Tool 3.09
Reported with CDR version	Crash Data Retrieval Tool 3.09
EDR Device Type	airbag control module
Event(s) recovered	None

#### **Data Limitations**

SDM Recorded Crash Events:

There are two types of SDM recorded crash events. The first is the Non-Deployment Event. A Non-Deployment Event is an event severe enough to "wake up" the sensing algorithm but not severe enough to deploy the air bag(s). It can contain Pre-Crash and Crash data. The SDM can store up to one Non-Deployment Event. This event can be overwritten by an event that has a greater SDM recorded vehicle forward velocity change. This event will be cleared by the SDM after the ignition has been cycled 250 times.

The second type of SDM recorded crash event is the Deployment Event. It also can contain Pre-Crash and Crash data. The SDM can store up to two different Deployment Events, if they occur within five seconds of one another. Deployment Events cannot be overwritten or cleared from the SDM. Once the SDM has deployed the air bag, the SDM must be replaced. The data in the Non-Deployment Event file will be locked after a Deployment Event, if the Non-Deployment Event occurred within 5 seconds before the Deployment Event unless a Deployment Level Event occurs within 5 seconds after the Deployment Event, and then the Deployment Level Event will overwrite the Non-Deployment Event file.

#### SDM Data Limitations:

- -SDM Recorded Vehicle Forward Velocity Change reflects the change in forward velocity that the sensing system experienced during the recorded portion of the event. SDM Recorded Vehicle Forward Velocity Change is the change in velocity during the recording time and is not the speed the vehicle was traveling before the event, and is also not the Barrier Equivalent Velocity. This data should be examined in conjunction with other available physical evidence from the vehicle and scene when assessing occupant or vehicle forward velocity change. For Deployment Events and Deployment Level Events, the SDM will record 220 milliseconds of data after deployment criteria is met and up to 70 milliseconds before deployment criteria is met. For Non-Deployment Events, the SDM will record up to the first 300 milliseconds of data after algorithm enable. The minimum SDM Recorded Vehicle Forward Velocity Change, that is needed to record a Non-Deployment Event, is 5 MPH.
- -Maximum Recorded Vehicle Velocity Change is the maximum recorded velocity change in the vehicle's combined "X" and "Y" axis. It is calculated every ten ms by taking the square of the "X" axis value and adding it to the square of the "Y" axis value and then taking the square root of the sum. The greatest calculated value is the one that is stored.
- -Event Recording Complete will indicate if data from the recorded event has been fully written to the SDM memory or if it has been interrupted and not fully written.
- -SDM Recorded Vehicle Speed accuracy can be affected if the vehicle has had the tire size or the final drive axle ratio changed from the factory build specifications.
- -Brake Switch Circuit Status indicates the status of the brake switch circuit.
- -Pre-Crash Electronic Data Validity Check Status indicates "Data Invalid" if the SDM receive an invalid message from the module sending the pre-crash data.
- -Driver's and Passenger's Belt Switch Circuit Status indicates the status of the seat belt switch circuit. The Passenger Belt Switch Circuit Status for 2005 vehicles is only available on the Cadillac STS. Also, the Passenger Belt Switch Circuit Status for 2006 Chevrolet Cobalt Sport Coupe (AP) model vehicles, with the option package that includes Recaro brand seats (RPO ALV), will always report a default value of "Buckled".
- -The Time Between Non-Deployment and Deployment Events is displayed in seconds. If the time between the two events is greater than 5 seconds, "N/A" is displayed in place of the time. If the value is negative, then the Deployment Event occurred first. If the value is positive, then the Non-Deployment Event occurred first.
- -If power to the SDM is lost during a crash event, all or part of the crash record may not be recorded.
- -The ignition cycle counter relies upon the transitions through OFF->RUN->CRANK power-moding messages, on the GMLAN communication bus, to increment the counter. Applying and removing of battery power to the module will not increment the ignition counter.
- -Steering Wheel Angle data is displayed as a positive value, when the steering wheel is turned to the right, and a negative value, when the steering wheel is turned to the left. For Cadillac STS models with Stabilatrac 3 systems, the Steering Wheel Angle data will be displayed just the opposite. When the steering wheel is turned to the right, a negative value will be displayed and when the steering wheel is turned to the left, a positive value will be displayed.

SDM Data Source:

All SDM recorded data is measured, calculated, and stored internally, except for the following:

1G1AL15F777

Page 1 of 5

Printed on: Tuesday, October 14 2008 at 11:42:36 AM





-Vehicle Status Data (Pre-Crash) is transmitted to the SDM, by various vehicle control modules, via the vehicle's communication network.

-The Belt Switch Circuit is wired directly to the SDM.





#### **Hexadecimal Data**

All of the data that the vehicle manufacturer has requested to be retrieved is shown in the hexadecimal data section of the CDR report. It may contain data that is not converted by the CDR program.

\$01	00	00	00	00	52	00	00
\$02	30	00	00	00	00	00	00
\$03	02	00	00	00	00	00	00
\$04	02	00	00	00	00	00	00
•	00						
\$05		00	00	00	00	00	00
\$06	00	0A	00	00	0A	39	15
\$07	00	29	00	00	00	00	00
\$08	00	FF	00	00	00	00	00
\$09	00	88	88	00	00	00	00
\$0A	00	00	00	00	00	00	00
\$0B	00	00	01	0F	00	00	00
\$0C	00	00	00	00	00	00	00
\$0D	00	00	40	00	00	00	00
\$0E	00	00	00	00	00	00	00
\$0F	BA	00	00	00	00	00	00
\$10	47	31	41	4C	31	35	46
\$11	37	37	37	31	38	36	33
\$12	30	36	00	00	00	00	00
\$13	00	00	00	00	00	00	00
\$14	00	00	00	00	00	00	00
\$15	00	00	00	00	00	00	00
\$16	03	06	0C	16	34	00	00
\$17	03	03	03	02	00	00	00
\$18	02	02	00	00	00	00	00
; \$19	07	07	00	00	00	00	00
\$1B	3F	00	00	67	00	7A	00
\$1C	3F	00	00	02	00	1A	00
\$1D	00	00	00	00	00	00	00
\$1E	4F	00	00	4F	00	01	00
\$1F	33	C1	00	00	00	23	00
\$20	40	00	00	00	00	00	00
\$21	FF	FF	00	00	50	00	00
\$22	00	92	00	00	00	00	00
\$24	00	00	00	00	00	00	00
\$25	00	00	00	00	00	00	00
\$26	00	00	00	00	00	00	00
\$27	FF	00	FF	00	00	00	00
\$2A	00	00	00	00	00	00	00
\$2B	00	00	00	00	00	00	00
\$2D	00	00	00	00	00	00	00
\$2E	00	FF	F0	0F	EC	00	00
\$2F	00	FE	0F	EC	00	00	00
\$30	9D	00	00	00	00	00	00
\$31	FF	FF	FF	FF	FF	80	00
\$32	F8	80	FF	80	00	00	00
\$33	FF	FF	FF	FF	FF	80	00
\$34	FF	FF	FF	FF	FF	80	00
\$35	FF	FF	FF	FF	FF	80	00
\$36			FF		FF		
	FF	FF		FF		80	00
\$37	F8	80	F8	0F	0F	CA	FE
\$38	FF	80	C0	80	FF	C0	FC
\$39	FF	FF	FF	FF	FF	80	00
\$3A	FF	FF	FF	FF	FF	80	00
\$3B	7F	0F	1F	1F	3F	00	00
\$3C	FF	FF	FF	FF	FF	FF	C0
\$3D	FF	FF	FF	FF	FF	FF	00
40441			_				

1G1AL15F777



1G1AL15F777



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$3E FF FF FF FF 00 00 00
$3F
   00 00 F0 00 00 00 00
$40 E0 FF 00 00 00 00 00
$41
   F8 F8 90 00 00 00 00
$42 80 FF FF FF FF 00 00
$43 FF FF FF 00 00 00 00
$44 FF FF FF FF FF 00
$45 FF FF FF FF FF 00
$46 FF FF FF FF FF 00
$47 FF FF FF FF FF 00
$48 FF FF FF FF FF 00
$49 FF FF FF FF FF 00
$4A FF FF FF FF FF 00
$4B FF FF FF FF FF 00
$4C FF FF FF FF FF 00
$4D FF FF FF FF FF 00
$4E FF FF FF FF FF 00
$4F FF FF FF FF FF 00
$50 FF FF FF FF FF 00
$51 F0 00 00 F0 00 00 00
$52 81 FF FF FF 00 00 00
$53 FF FF FF 00 00 00 00
$54 82 FF FF 00 00 00 00
$55 FF FF FF FF FF 00
$67 A0 FF 00 00 00 00 00
$68 F8 F8 90 C0 00 00 00
$69
   80 FF FF FF FF 00 00
$6A FF FF FF 00 00 00 00
$6B FF FF FF FF FF 00
$6C
   FF FF FF FF FF 00
   FF FF FF FF FF 00
$6D
$6E
   FF FF FF FF FF 00
$6F
   FF FF FF FF FF 00
$70
   FF FF FF FF FF 00
$71
   FF FF FF FF FF 00
$72
   FF FF FF FF FF 00
$73
   FF FF FF FF FF 00
$74
   FF FF FF FF FF 00
$75 FF FF FF FF FF 00
$76 FF FF FF FF FF 00
$77 FF FF FF FF FF 00
$78 F0 00 00 F0 00 00 00
$79 81 FF FF FF 00 00 00
$7A 82 FF FF 00 00 00 00
$7B FF FF FF FF FF 00
$01 41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$02 01 02 03 04
   41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$03
$04 01 02 03 04
$05
   $06 FF FF FF FF
$07
   $08 FF FF FF FF
$0D 41 48 32 39 35 31 52 36 32 34 39 33 45 44 50 38
$0E 01 5A 4B 31
$0F
   41 4A 01 02 03 04 52 45 41 32 30 32 33 30 30 30
$10 01 02 03 04
$13
   42 52 30 31 33 34 56 31 06 32 37 30 38 4A 39 44
$14 01 5A 74 02
   $17
$18 FF F
         F FF
```





```
$21 37 35 E1 72 6A 74 91 9A
$22 39 15
$23 31 41 FA FA FA FA
$24 31 41 FA FA FA FA
$25 32 41 FA FA FA FA
$26 32 41 FA FA FA FA
$40 00 00
$41 3F 00 00 02 00 1A
$42 D0 C4
$43 00 00 8E 80
$44 C6 00 00 FC C0 C0
$45 07 01 07 01 05 01
$46 FF 1B 1B 64 28
$47  OA 64 06 04 04 05 OA 06 04 OA 00 00 FA 00 00 FF 04 64
$48 18 08 08
$B0 58
$B1 FD FE 00
$B2 FF FF FF FF
$B4 41 53 33 39 31 35 32 32 31 5A 30 54 20 20 20 20
$B7 50 AA 04 OF 07
$B8 43 48 70 02 09
$C1 30 46 30 37
$CA 30 46 30 37
$CB 01 89 6E 6B
$CC 01 89 6E 6B
$D1 00 00
$DB 00 00
$DC 00 00
```



### MFD BY GENERAL MOTORS CORP

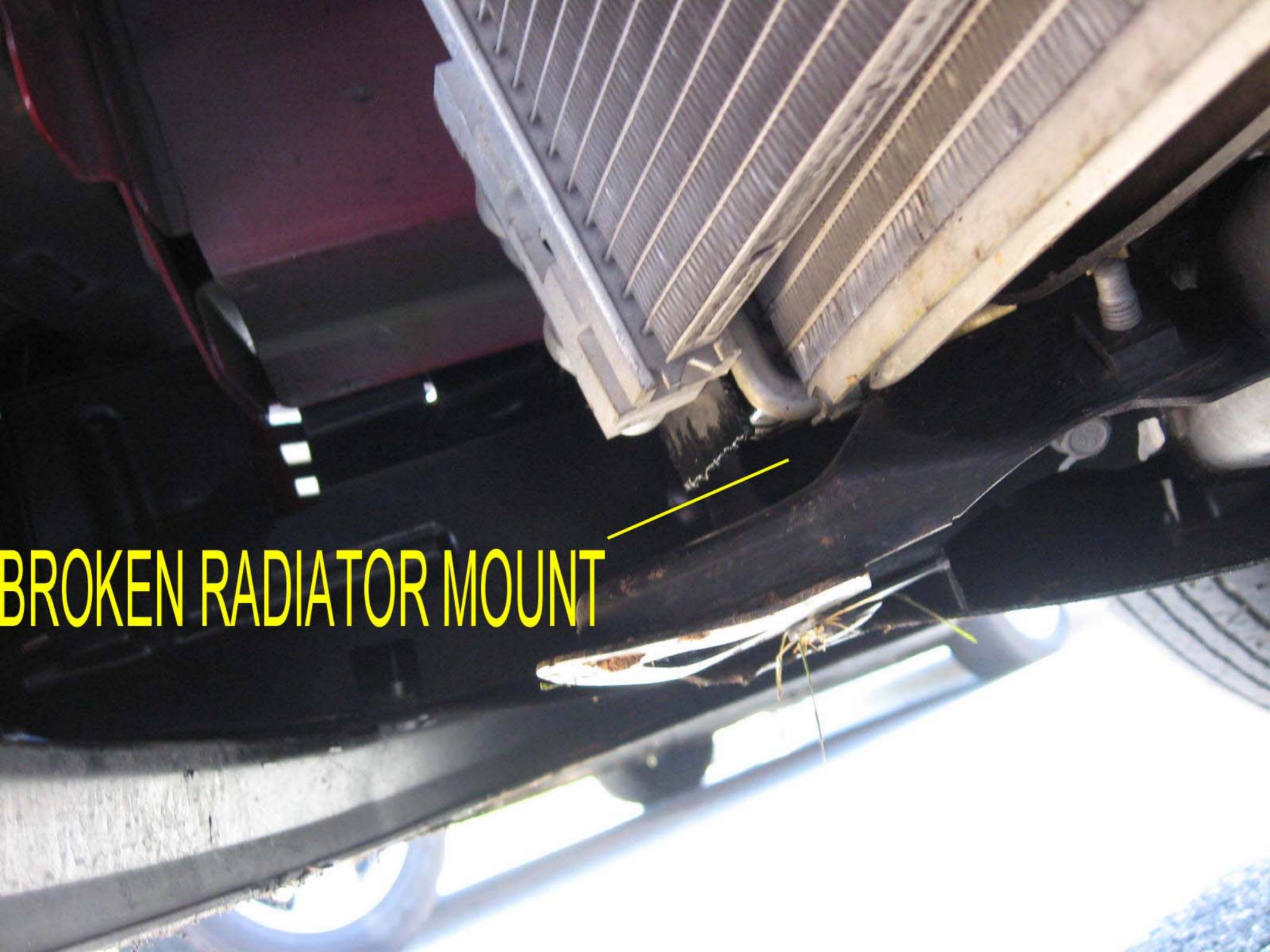
DATE 10/06 GVWR 1730 KG 3813 LB

GAWR FRT 897 KG 1976 LB GAWR RR 833 KG 1837 LB

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

1G1AL15F777

TYPE: PASS CAR

























#### SERVICE PARTS IDENTIFICATION

### DO NOT REMOVE

1G1AL15F777

KJXK30

1AL37

**B35** B8R **B84** AR9 AT8 AU3 **B34** AP9 AU0 DC4 DT4 FE9 JM4 DG7 FEI MN5 MX0 NZ0 K34 K64 L61 LOD R6P RE8 R6F R6K R9N TV5 143 UQ3 QLG V2G 1SZ V73 VN9 VY7 191 192 6AP 8AB 9AB 7AP 740

BC/CC

U 9260

192



















# DTCs Sorted By Priority

Body Control Module

83951

Right Rear Turn Signal Circuit Short to

Battery or Open

Last Test:

This Ignition:

Since Clear:

Passed

Passed

Passed History 1/

Clear

### DTC Information

ECU Name	Status
Digital Radio Receiver Body Control Module EBCM ECM	No Comm.  1 0
Instrument Panel Cluster Power Steering Control Mo Power Steering Control Mod	0 0 6 / 11 — W

Restart

View All DTCs

## DIC Information

ECU Name	Status
Power Steering Control Radio Remote Control Door L Supplemental Inflatat TCM	ock le R 0
Theft Deterrent Module  Power Steering Control  Restart View All  DITCS	











#### PRODUCT ALLEGATION RESOLUTION PRELIMINARY INSPECTION FIELD PHOTOGRAPHIC NOTES

Customer's Name:

Inspection Date: 10/14/2008

Vehicle Brand: CHEVROLET

Model: 2007 CHEVROLET COBALT

File # 71-668617587

<u>VIN:</u> 1G1AL15F777

#### Inspector HERBERT WILKIE IC. EAA SERVICE ASSOCIATE

**DIGITAL PHOTO LOG** 

#### **DIGITAL PHOTOS 1-35**

**Description** 

Neg.#

<u> </u>	<u> </u>
0	DOOD LABEL WANT
1.	DOOR LABEL 'VIN'
2.	ODOMETER LEFT FRONT 1/ MEM
3.	LEFT FRONT ¼ VIEW
4. 5.	RIGHT REAR 1/4 VIEW
5. 6.	RIGHT FRONT ¼ VIEW
	RIGHT FRONT CLOSE UP
7.	RIGHT FRONT CLOSE UP ANOTHER ANGLE
8.	UNDERCARRIAGE- AT RIGHT END OF RADIATOR AND AC/ COND
9.	UNDERCARRIAGE ANOTHER ANGLE
10.	UNDERCARRIAGE-ANOTHER ANGLE
11.	DELETE
12.	LEFT FRONT WHEEL, NOTE! MISSING CENTER CAP
13.	RIGHT FRONT TIRE, LIGHT MUD STAINS ON SIDEWALL
14.	RIGHT REAR TIRE, LIGHT MUD STAINS ON SIDE WALL
15.	INTERIOR THROUGH OPEN PASSENCED DOOR
16.	INTERIOR THROUGH OPEN PASSENGER DOOR CENTER CONSOLE, SWITCHES
17.	
18.	STEERING WHEEL AND COLUMN, SIDE VIEW
19.	DRIVERS SEAT OVERALL, SHOWS POSITION
20. 21.	<u>DRIVERS SEAT BACK ANGLE</u> DELETE
22. 23.	TRUNK, CARGO AREA
23. 24.	OPTION LABEL
24. 25.	DELETE  DELIVERS VISOR AND HEADLINED
25. 26.	<u>DRIVERS VISOR AND HEADLINER</u> PASSENGER VISOR AND HEADLINER
26. 27,	DRIVERS DOOR UPPER WINDOW FRAME, SCRATCHES FROM APPARENT ENTRY ATTEMPTS
27, 28.	AC HOSE AGAINST BELT PULLY
20. 29.	AC HOSE AGAINST BELT PULLY, ANOTHER ANGLE
30.	LEFT REAR TIRE, FLAT SPOT, FELT DURING TEST DRIVE
31.	RIGHT REAR TIRE, FLAT SPOT. FELT DURING TEST DRIVE
31. 32.	RIGHT FRONT UNDERCARRIAGE, FROM LOWER ANGLE
32. 33.	TECH II SCREEN, SHOWS DTC # B3951 RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED
34.	TECH II SCREEN, SHOWS DTC # B3931 RIGHT REAR TORN EIGHT CIRCOTT OF EN OR GROUNDED
34. 35.	TECH II SCREEN, SHOWS NO DTCs IN POWER STEERING CONTROL MODULE
36.	TEOTH OCKLETA, OHOWO NO DIOSHAT OWER OTELINIAO CONTINOL MICHOLE
30. 37.	
31.	

Customer's Name: Vehicle Brand:

CHEVROLET 71-668617587

Inspection Date:

10/14/2008

Model: 2007 COBALT

<u>VIN:</u> **1G1AL15F777** 

Mileage at Inspection: 32,212

File #

Inspection Location: MODERN CHEV, 5955 UNIVERSITY PKWY WINSTON-SALEM, NC 27105

Inspector's phone number: 276-623-2666 Inspected By: HERBERT WILKIE, IC. EAA SERVICE ASSOCIATE

Section 1 INSPECTION SUMMARY
BRIEFLY Describe the customer's ALLEGATION below:
POWER STEERING QUIT WORKING AND CAUSED ACCIDENT
<b>{</b>
Following the inspection, summarize the facts and observations: (Additional cmts may be placed in section 9)
DOWNLOADED VEHICLE DATA WITH BOSCH/VETRONIX CDR, NO EVENT CAPTURED.
DAMAGE TO RIGHT FRONT BUMPER COVER, RIGHT LOWER RADIATOR MOUNT BROKEN, AC HOSE RUBS
AGAINST BELT PULLY, GREEN AC DYE AND OIL ON UNDERSIDE OF ENGINE CRADLE.
RADIATOR FLUID FULL, BRAKE FLUID FULL, NO SIGN OF CONTAMINATION.
ELECTRIC POWER STEERING GAVE GOOD ASSIST WITH NO BIND AT ANY TIME WHEN TESTED.
TECH II SHOWED NO DTCs IN POWER STEERING CONTROOL MODULE.
FOUND BOTH REAR TIRES HAD VERY NOTICABLE FLAT SPOTS DURING TEST DRIVE
{
{
{
{
{
Section 2 INTERVIEW - INCIDENT DETAILS
Obtain all of the information for this section from the Driver/Claimant
Provide a complete description of the incident according to the DRIVER / CLAIMANT
Interview mode: X By Telephone In Person Incident Date and Time: 10/02/2008 3:00 PM
Interview date: 10/14/2008
Was a police/fire department report obtained?  Yes X No
Provide driver/claimant's description of incident. If there was a collision, describe all collision events; include description
of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts
of other vehicles involved; describe all objects contacted and the sequence in which they were contacted. (Additional cmts may be placed in section 9)
may be placed in section 9)  {
may be placed in section 9)  { DRIVER STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT
may be placed in section 9)  {  DRIVER STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN
may be placed in section 9)  { DRIVER STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT
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may be placed in section 9)  {  DRIVER STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN
TOUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  {
TORIVER STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  {
Toriver/other occupant's physical description (include name, gender, height, weight, & disabilities ):  The power steering went out, would not turn, close to hitting another vehicle, power steering came back, then over corrected into right ditch. Hit side of ditch.  Toriver/other occupant's physical description (include name, gender, height, weight, & disabilities ):  The power steering went out of the power steering went of t
Topiver/other occupant's physical description (include name, gender, height, weight, & disabilities ):  In there was a collision:  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT THE POWER STEERING W
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Topiver/other occupant's physical description (include name, gender, height, weight, & disabilities ):  In there was a collision:  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  STATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT THE POWER STEERING W
TATED WAS MAKING A TURN, DURING TURN THE POWER STEERING WENT OUT, WOULD NOT TURN, CLOSE TO HITTING ANOTHER VEHICLE, POWER STEERING CAME BACK, THEN OVER CORRECTED INTO RIGHT DITCH. HIT SIDE OF DITCH.  {    Consider the content of any injuries to the Driver: DRIVER BRITTENY BECKLEY STATED NO INJURIES      Consider the content of any injuries to the Driver: DRIVER BRITTENY BECKLEY STATED NO INJURIES

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587 Inspection Date: 10/14/2008

Model: 2007 COBALT VIN: 1G1AL15F777

What was the	exact location of the	e incident. MEA	ADOWBRO	OOK AND MOUNTAIN \	/IEW INTERSECTION	١.
	ons at the time of the					
	Weather conditions	& Visibility: <b>SUN</b>	NNY AND	DRY Approximate Temp	p (°F): <b>70s</b>	
Road Surface:	☐ Concrete	<b>X</b> Asphalt	Gravel [	Crushed rock Dirt		
Road Condition:		□Wet □	Icy [	Other:_ <b>{</b>		
Shoulder Curb	b □: □ Concrete	Asphalt <b>X</b> (	Gravel [	Crushed rock Dirt		
Shoulder/Curb Co				Other: {		
Posted Speed Lin			, _			
	he road? (rocks, scrap r	netal nothole spee	d hump etc	NONE		
	e Prior to incident:	notal, potriolo, opoo	a bamp, oto.			
	Total Time (hrs. & m	ins )· 2 HR Dis	tance (mil	es)· <b>?</b>		
		· <del>-</del>		· <del>-</del>		
	Estimate of vehicle					
	ed vehicle speed at i					
(Do Not	t report speed infor	mation from th	e Vetroni:	k data here)		
	nimant description of mation, please obta		peration <sub>l</sub>	prior to and during the	incident does not in	clude the
Steering	Normal X	Other $\square$	Describ	e THEN WENT OUT D	URING TURN	
•	Normal X	Other		e {		
•	Normal X	Other	Describ	pe {		
	Normal X	Other	Describ			
-	Normal X	Other	Describ	e {		
Electrical	NOTHIAL A	Other _	Descrit	e {		
	ing lights illuminated		ormation	center messages displ	ayed?  Yes X No	If "Yes", get
details and desc	cribe the event(s).PO	WER STEERIN	IG QUIT W	noted prior to this incider ORKING, DROVE WIT OR TO ACCIDENT. BY	HOUT POWER ASSIS	ST FOR TWO
	whether there were observed. <b>NONE</b>	any warning ligh	nts illumina	ated, messages on drive	r information panel, ur	nusual noises
Describe any ev	asive action: X T	urning <b>X</b> B	raking	☐ Accelerating	Other: <b>{</b>	
	(in the vehicle interion			y):_ <b>NONE</b> eight of the trailer, if any. <b>{</b>		
If a trailer was b	eing towed, photogra	aph the hitch str	ucture, bo	th on the trailer and towi	ng vehicle.	
	leave the roadway?: Impacted:_SIDE OF		Describe:	WENT INTO RIGHT SIE	DE DITCH	
How was the ve	hicle transported from	m the incident s	ite to the p	resent location?   Tow	Truck	XOther
Additional comn	nents concerning the	incident:_VEHI	CLE WAS	DRIVEN FROM SCENE	Ē	

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> **1G1AL15F777** 

Section 3 INTERVIEW - VEHICLE HI	STORY
Source of information (name, address, phone number, & relationshi	<u>p), if other than claimant:</u>
SAME	
Comments: (Additional cmts may be placed in section 9)	
Did the owner purchase the vehicle new?	Used? X Yes No Date A MONTH AGO
VEHICLE MODIFICATIONS / ALTERATIONS	
Are any vehicle modifications or alterations present, and has any af	ter-market equipment been installed?
(e.g., objects attached to the steering wheel or instrument panel, co	
modified body, electrical components, powertrain, wheels or tires, a	
NONE	· ,
<b>{</b>	
{	
<u>VEHICLE REPAIR / SERVICE HISTORY</u>	
Prior electrical system service? <b>X</b> No  Yes If yes, describe:	{
{	
Prior collision repair? <b>X</b> No ☐ Yes If yes, describe:	{
Repaired by whom? (name, address, phone) {	
Disable size of the second sec	If you do not be substantial and a substantial a
Prior chassis system service, repair, or replacement? No XYes POWER STEERING COLUMN, TWO DAYS PRIOR TO ACCIDEN	T <sup>*</sup>
Prior electrical system components serviced, repaired, or replaced became SAME	by whom? ( name, address, phone number)
Any other pertinent vehicle history information (from interview, GM v	
If yes, describe: RO 322349 SHOWS STEERING COLUMN R	EPLACEIVIENT 09/30/2006
<b>L</b>	
Section 4 VEHICLE INSPECTION –	VISUAL/PHOTO
THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSIC	CAL EVIDENCE USING PHOTOS AND WRITTEN
OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE AP	
PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN P	
REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMA	GE WITH MANY PHOTOS.
DESCRIPE ANY DAMAGE TO THE VEHICLE DODY.	
<u>DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:</u> RIGHT END OF FRONT BUMPER COVER DENTED, HAS MUD U	
right END OF FRONT BUMPER COVER DENTED, HAS MUD U	INDERNEATH
UNDERBODY / FRAME / CHASSIS AREA: Describe any damage to	o the underside of the vehicle. Note the condition of the
bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine m	
contact between vehicle components and the underbody. Photograph if da	
LIGHT COATING OF MUD ON RIGHT SIDE TIRE SIDEWALLS	• • • • • • • • • • • • • • • • • • • •
RIGHT LOWER RADIATOR MOUNT BROKEN, RADIATOR PUSH	HED BACK SEVERAL INCHES,
AC HOSE RUBS AGAINST BELT PULLY, AC DYE AND OIL ON	·
BOTH REAR TIRES HAVE FLAT SPOTS	
1	

<u>Customer's Name:</u>
<u>Vehicle Brand:</u>

CHEVROLET

File #

71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> **1G1AL15F777** 

## **CORNER ASSEMBLIES** Struts/shocks Ball joints Tire/wheel assemblies **Springs** Steering knuckles Control arms Axle assemblies Comments: ALL FASTENED, NO DEFORMATION FOUND **UNDERHOOD** Power steering lines, hoses, clamps and connections Engine compartment Brake fluid level and condition Power steering fluid level and condition Comments: **ALL LOOKS LIKE NEW GENERAL OBSERVATIONS** Photograph and comment on any aftermarket equipment found, vehicle modifications or items that are unusual or out of place. Comments: NONE

# INTERIOR

Section 5

# VEHICLE INSPECTION - PASSENGER COMPARTMENT

Instrument panel Odometer

Controls Steering wheel and column

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

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

Personal items/cargo

ERIOR INSPECTION (Describe any damage and photograph ) INTERIOR DAMAGE FOUND EXCEPT SCRATCHES ON UPPER WINDOW FRAME OF DRIVERS DOO	R

Section 6 STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> **1G1AL15F777** 

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

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> 1G1AL15F777

ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all	INSPECTED FOR LOOSE PARTS OR DEFORMATION,
components in place and	TURNED STEERING FROM LOCK TO LOCK, NO BINDING OR UNEVEN FEEL
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 DEFORMATION, CRACKS OR BENDS FOUND, NO SIGN OF CONTACT
free from cracks, bends,	WITH ANY LINKAGE
fractures, etc. Are there any	
scrapes, abrasions, signs of	
contact with any of the linkage?	
Gear/rack and pinion-Any sign	NO SIGN OF LEAKS, NO DAMAGE FOUND, NO CONTACT MARKS FOUND
of leakage, damage to boots on	
the rack, contact by foreign	
objects?	
Steering column, ignition switch,	PROPERLY FASTENED TO DASH, UNLOCKS WITH IGNITION ON
intermediate shaft. Does the	
column unlock with the ignition	
key "on"? Is the steering column	
properly fastened to the dash?	
Steering pump, drive, hoses,	ELECTRIC POWER STEERING ASSIST. HAS NO PUMP OR HOSES
connections, flow, pressure. If	
possible, start the engine and	
rotate the steering wheel lock to	
lock. Is power assist normal? If	
not, it may be necessary to	
check pressure and flow.	ELECTRIC DOWER STEERING HAS NO DS ELLID
PS fluid level and condition-	ELECTRIC POWER STEERING, HAS NO PS FLUID
Color, contamination, odor	ALL SECURE AND PROPER
Steering knuckle-All	ALL SECURE AND PROPER
attachments secure and	
proper?	NO LOOSE DARTS OF DECORMATION FOLIND NO CONTACT MARKS
Suspension components – LF Strut attachments, springs	NO LOOSE PARTS OR DEFORMATION FOUND, NO CONTACT MARKS FOUND.
intact; control arms properly	I COMD.
attached, deformed, broken,	
scraped, etc. Sway bars	
properly attached.	
Strut attachments, springs	NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND, NO
intact; control arms properly	CONTACT MARKS FOUND
attached, deformed, broken,	OUTTO HAMINI OUTD
scraped, etc. RF	
Strut attachments, springs	NO MISSING PARTS, NO LOOSE PARTSOR DEFORMATION FOUND, NO
intact; control arms properly	CONTACT MARKS FOUND
attached, deformed, broken,	CONTINUE MARKET COND
scraped, etc Rear sway bars,	
ociapou, oto itodi oway baio,	

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587 Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> 1G1AL15F777

trailing arms properly attached	
and undamaged. LR	
Strut attachments, springs	NO MISSING PARTS, NO LOOSE PARTS, NO DEFORMATION FOUND, NO
intact; control arms properly	CONTACT MARKS FOUND
attached, deformed, broken,	
scraped, etc. RR	
Rear axle assembly-deformed,	NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND
signs of impact, properly	·
located, etc.	
Deformation to the frame	NO FRAME DEFORMATION FOUND
Describe and photograph	NO EVIDENCE OF AXLE/SUSPENSION/ TIRE CONTACT WITH BODY OR
evidence of axle/ suspension/	FRAME
tire contact with frame, body or	
components	
Describe and photograph	RIGHT FRONT CORNER OF ENGINE CRADLE CAPTURED SOME GRASS,
contact of the under- carriage	RADIATOR RIGHT LOWER MOUND BROKEN, LOWER CORNER OF
with the road surface (road,	RADIATOR PUSHED BACK 2 INCHES
shoulder, curb, or grass)	TOTAL DISTRICT CONTENTS OF THE PROPERTY OF THE
Stability Enhancement	DOES NOT APPLY
system/components-check for	
codes with Tech II	
Engine (normal, other)-Obtain	NO ENGINE CODES
codes using a Tech II.	THO LITORILE GODES
Electrical (normal, other)	NORNAL
	RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED
Warning lights/messages	RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED
displayed? Describe and obtain	
codes using a Tech II	ALL ADDEADO INTACT
Anything components missing?	ALL APPEARS INTACT
Other	<b>{</b>

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". **POWER POWERSTEERING PERFORMED WELL DURING ACCELERATION, BRAKING AND TURNING FIGURE 8s** {

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

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

#### TIRE AND WHEEL INSPECTION

Customer's Name: Vehicle Brand:

File #

CHEVROLET 71-668617587 Inspection Date:

VIN:

10/14/2008

Model: 2007 COBALT

1G1AL15F777

#### 1. IDENTIFICATION:

				AVE. TREAD	DOT
TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	DEPTH	Numbers
(Goodyear)	(Eagle GA)	(P205/70R15)	<u>(psi)</u>	32nds of inch	
<b>HANCOCK</b>	<u>OPTIMO</u>	_P205/55R16_	<u>30</u>	9/32	1GBC PDYH
HANCOCK_	<u>OPTIMO</u>	P205/55R16	28	7/32	3807 1GBC PDYH 2806
HANCOCK_	MILEAGE	P205/55R16_	<u> 26</u>	10/32	T7BC DF H
	PLUS				<u>4107</u>
HANCOCK	MILEAGE PLUS	P205/55R16_	26	11/32	T7BC_DE H 4107
	(Goodyear) HANCOCK HANCOCK HANCOCK	(Goodyear) (Eagle GA)  HANCOCK OPTIMO  HANCOCK MILEAGE PLUS  HANCOCK MILEAGE	(Goodyear)         (Eagle GA)         (P205/70R15)           HANCOCK         OPTIMO         P205/55R16           HANCOCK         MILEAGE         P205/55R16           HANCOCK         MILEAGE         P205/55R16           HANCOCK         MILEAGE         P205/55R16	(Goodyear)         (Eagle GA)         (P205/70R15)         (psi)           HANCOCK         OPTIMO         P205/55R16         30           HANCOCK         OPTIMO         P205/55R16         28           HANCOCK         MILEAGE         P205/55R16         26           PLUS         P205/55R16         26	TIRE BRAND         TIRE TYPE         TIRE SIZE         PRESSURE         DEPTH           (Goodyear)         (Eagle GA)         (P205/70R15)         (psi)         32nds of inch           HANCOCK         OPTIMO         P205/55R16         30         9/32           HANCOCK         OPTIMO         P205/55R16         28         7/32           HANCOCK         MILEAGE PLUS         P205/55R16         26         10/32           HANCOCK         MILEAGE PLUS         P205/55R16         26         11/32

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 **NONE** 

RF LIGHT MUD STAINS ON SIDEWALL

## LR \_FLAT SPOT ON TREAD, NOTICED DURING ROSD TEST

RR LIGHT MUD STAINS ON SIDEWALL, FLAT SPOT ON TREAD, NOTICED DURING ROAD TEST.

2.	TIRE	PLA(	CARD	DATA

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

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

TIRES <u>P205/55R16</u> <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...
- ldentify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.

<u>Customer's Name:</u> <u>Vehicle Brand:</u>

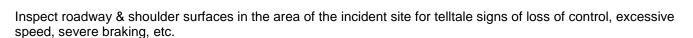
File #

CHEVROLET 71-668617587

Inspection Date: 10/14/2008

Model: 2007 COBALT

<u>VIN:</u> 1G1AL15F777



Photog	graph the scene and proper	y if involved.
Commo DID NC { {	ents: DT INSPECT SITE,	DRIVER SEEMED UNSURE WHAT THE LOCATION WAS.
Section Section	8	COMMENT OVERFLOW
	e comments are continued	additional comments from the inspection form. Please note the section and from prior to each comment.
{		
Section	9	THER REPORT INFORMATION
	According to NHTSA, "fire" The term also includes, but smoldering, but does not include the smoldering.	idence of a "Fire-Related" event. neans combustion or burning of material in or from a vehicle as evidenced by flame. s not limited to, thermal events and fire-related phenomena such as smoke, sparks or lude events and phenomena associated with a normally functioning vehicle, such as engine or exhaust from an engine.
	ments: (Check all that app tographs X Data Do	

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



CHECK NO.

DATE 08/27/09

\*\*\*\*OD CENTS

AMOUNT XXXXXXXXXXX,750.0

PAY TO THE ORDER

CHICACOSTISS

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

North American Operations General Motors Corporation Disbursement Account

M

SIGNATURE

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

AUDIT

North American Operations General Motors Corporation Disbursements (2613) PO Box 62530 Phoenix, AZ 85082-2530 DETACH BEFORE DEPOSITING VENDOR DUNS NO. CHECK NO. BB 000000035 PAYMENT DATE VENDOR NAME KELLY COMBEST ANDKROHN AND HOS 08/27/09 % DISC. INVOICE AMOUNT NET AMOUNT REGISTER NO. INVOICE DATE DOC. REFERENCE NUMBER DISC. AMOUNT DESCRIPTION 08/26/09 VM 1-CG9GCX 71-669604638.1-CG9GCX 00.0000 6,750.00 1G1AH15B667

M3

TOTAL

6,750.00

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6,:

\$33X

August 25, 2009

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

RE: v. General Motors Corporation

Service Request: 71-669604638

2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667

Customer Relationship Specialist: Shera Vasquez

Dear Ms. Postelli:

Enclosed please find a check in the amount of \$6,750.00 made payable to Krohn and Moss to settle the above-referenced case.

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

Sincerely,

**General Motors Corporation** 

LG0062 V07092007 OCT-09-2008 09:24



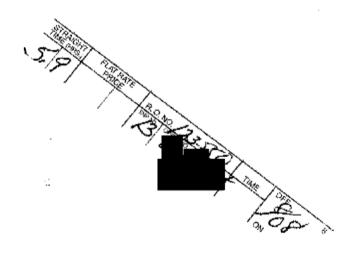
To:	Emma Salinas	From:	Matt Graham
Fax:	866-508-1969	Fax:	812-345-5139
Phone:		Phone:	
Date:	10/9/2008		
Subject:	Service request : 71-66904638		

## Comments:

As per your request please find to follow the service documents for the 2006 Cobalt VIN 1G1AM15B667

Thank You

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SHOWN ABOVE ARE THE MOST RECENT SERVICES PERFORMED ON YOUR VEHICLE.			714/11 -	
CURRENT MILEAGE 351.99				
BASED ON THE CURRENT MILEAGE OF YOUR VEHICLE, THE MANUFACTURER RECOMMENDS THAT THE SERVICES MARKED WITH AN 'X' BE PERFORMED NOW.				
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In case of fire, theft or any other cause beyond our control.

ROY NESSTIT

## DUPLICATE 2 PAGE 1

COUNTRY
CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC.
1845 N. State Street - P.O. Box 908
(812) 346-8721 - Columbus 376-3786
NORTH VERNON, INDIANA 47265

# NORTH VERNON, IN

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## DUPLICATE 2 PAGE 2

# NORTH VERNON, IN

SERVICE ADVISOR MATTHEW GRAHAM

## COUNTRY

CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC.

1845 N. State Streat • P.O. Box 908 (812) 346-8721 • Columbus 376-3786 NORTH VERNON, INDIANA 47265 (877) 346-8721

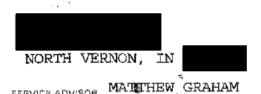
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## DUPLICATE 1 PAGE 2



## COUNTRY

CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC.

1845 N, State Street • P.O. Box 908 (812) 346-8721 • Columbus 376-3785 NORTH VERNON, INDIANA 47265 (877) 346-8721

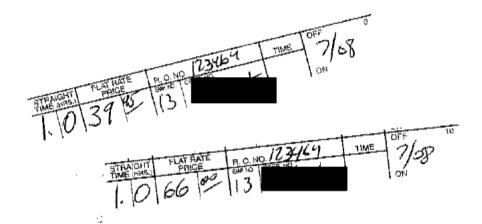
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## HENTAL AGREEMENT

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ONLY THESE PERSONS ARE AUTHORIZED DRIVERS. IF NONE, PRINT "NONE" ACROSS	D AS ADDITIONAL	7	OUT WHEELCO	OVERSLL LIGH			
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POLICY NO.:	711	Gas (Taxable)		\$			
EXPIRATION DATE:	1011	Additional Drive	er Charge	\$			
Notice to customers renting in Illinois:		Sub-Total		s			
NOTICE: UNDER ILLINOIS LAW, YOU MAY REAVAILABLE INFORMATION, AN ESTIMATED TO	TAL DAM V DENTAL	Sales Tax or St	urcharge ( %)	\$		······································	
ESTIMATED TOTAL RENTAL CHARGE, BASED ON T	CHARGES AN AU.	Gas (Non-Yaxa		\$	***************************************		
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YOU ARE LIABLE FOR ALL PARKING AND DRI AND MUST TURN IN ALL PARKING SUMMONSE	VING VIOLATIONS	Less Refund for		<b>5</b>	50°	:	
JPON VEHICLE RETURN.		Less Deposits		<del></del>		······	
ALL DRIVERS MUST POSSESS A VALID OPERATO	R'S LICENSE.	Net Amount Due		5		·	
The rental of the vehicle to any person under 25 ye	ars of age is strictly	Not Due Senter			,		_
econtrolled, unless specifically authorized by Dealer.	·			\$			
By your signature, you warrant that the information ther drivers is accurate and complete. Further, you ave read, understand and agree with the terms and also Agreement.	represent that you	<ul> <li>You are responsed to the result of vehicles of vehicles of the result of</li></ul>	nsible for ell traffic vid de. I all accidents Immedi	ment and agree to its te	വ ഭവന്നനവുടക്ക	មេ មេរិជា	

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Customer Number

Name

451

Year:

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Technician

MIL 34976

Mileage **Time Printed** 

7/10/08 10:53 AM

Chevrolet : Cobalt : SS, Sport Models (FE3/FE5 Suspension, Rear Disc Brakes) : 2005-08

Front : Left

Specified Range Actual \* Before 4.3° -1.8° -0.3° -0.6° 2.9° 4.4° 4.30 -0.11\*\* 0.00° 0.20° 0.110

Camber Caster Toe SAL Included Angle Turning Angle Diff.

-1.3° -1.3 3.5° 3.5 0.12° -0.1	50		° -0.3 ° 4.4 ° 0.20	•
0.12° -0.1	000	0.00	0.20	J°
				e <del>r</del>

Front : Right

#### Front

Cross Camber Cross Caster Cross SAI **Total Toe** Cross Turn Diff.

Actual	Before	Specified Range
0.7°	0.7°	-0.8° O.8°
0.7°	0.7°	-0.8° 0.8°
0.23°	-0.21°*	0.00° 0.40°

Rear : Left

Before Specified Range Actual -1.6° -0.1° -0.60 ~0.6° -0.18° 0.43° -0.01° -0.01°

Camber Toe

		#
Actual	Before	Specified Range
~0.8°	-0.8*	-1.6° -0.1°
~0.02"	-0.03°	-0.18° 0.43°

Rear : Right

### Rear

Cross Camber **Total Toe** Thrust Angle

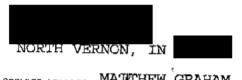
Actual	Before	Specified Range
0.2°	0.2°	
-0.03°	-0.04°	-0.05° 0.55°
0.01°	0.01°	-0.30° 0.30°

The steering wheel is currently level.

## COUNTRY

CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC.

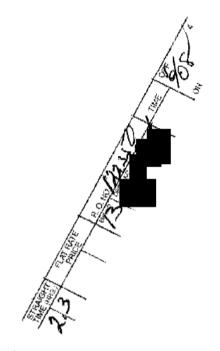
1845 N. State Street · P.O. Box 908 (812) 346-8721 · Columbus 376-3786 NORTH VERNON, INDIANA 47265



EPAIR GROEA WRITTEN	DATE READY									
THEFT		STOCK NO.		E IDENTIFICATION	CUST. NO.	TAG NO.	PQ. NO	With the	PRINTED	MPOICE
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# NORTH VERNON IN

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CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC. 1845 N. State Street · P.O. Box 908 (812) 346-8721 · Columbus 376-3786 NORTH VERNON, INDIANA 47266 (877) 346-8721

SERVICE ADVISOR MATTHEW GRAHAM						NORTH VERNON, INDIANA 47266					
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CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC. 1845 N. State Street · P.O. Box 908

# NORTH VERNON IN

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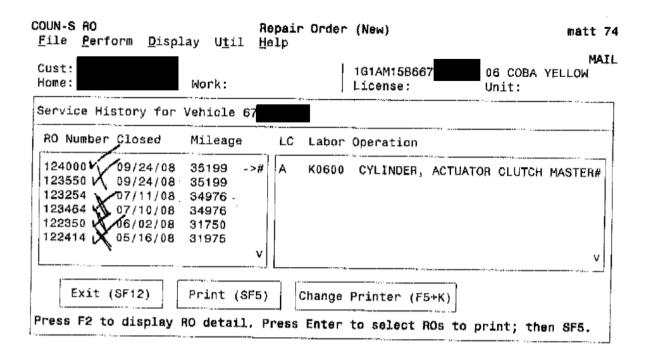
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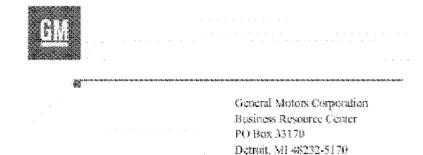
COUNTRY
CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC.
1845 N. State Street · P.O. Box 908
(812) 346-8721 · Columbus 376-3786
NORTH VERNON, INDIANA 47265

# NORTH VERNON, IN

SERVICE ADVISOR MATTHEW GRAHAM

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#### VIA FAX ONLY

October 8, 2008

MATT GRAHAM COUNTRY CHEVROLET PONTIAC OLDS BUICK, INC. PO BOX 908 NORTH VERNON, IN 47265-0908

RE:

Service Request: 71-669604638

2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667

Customer Relationship Specialist: Emma Salinas

#### Dear Mr. Graham:

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

- All sales purchase and finance agreements, including a conversion invoice (if any), the incentives
  acknowledgement form, the Actual Cash Value statement of any trade, and Application for title.
- PLEASE SEND SERVICE INVOICE:
- 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 fax# **866-508-1969**. 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

















## General Motors Corporation Legal Staff

Facsimile (248) 267-4427

Telephone (512) 386-0750

February 12, 2009

Connie Postelli, Esq. Connie J. Postelli, Law Office 2117 N. Main Street Crown Point, IN 46307

Dear Ms. Postelli:

Re: GM Case No. 666656

v. General Motors

This will acknowledge your agreement to represent General Motors in this case. Please send a copy of the complaint as quickly as possible via email to the attention of Cortney Buechler, Legal Administrative Assistant, at cortney.buechler@gm.com.

This case is part of the Early Resolution Program. A representative from the Business Resource Center (BRC) will evaluate this case to determine if it merits settlement. No evaluation is required on your part at this point. Rather, it is requested that you file an answer and do anything else necessary to comply with the court. Contact me if additional information is needed to complete the answer. However, I do not need a copy of the answer to the complaint.

If the case is removed from the Early Resolution Program, the BRC will promptly advise you.

It is important that you advise us of the names of any of your firm's **new** timekeepers who will be working on this case. On all written communication, please be sure to include the GM Case Name and Case Number. Feel free to contact me by phone at (512) 386-0750 or Fax at (248) 267-4427 with any questions.

Sincerely,

Tamera Shultz Legal Coordinator



Service of Process **Transmittal** 

02/12/2009 CT Log Number 514434398

TÓ:

Rosemarie Williams

General Motors Legal Staff

400 Renaissance Center, Mail Code 482-038-210

Detroit, MI 48265-4000

RE:

Process Served in Indiana

FOR:

General Motors Corporation (Domestic State: DE)

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

TITLE OF ACTION:

Pltf. vs. General Motors Corporation, Dft.

DOCUMENT(S) SERVED:

Summons, Complaint, Exhibits

COURT/AGENCY:

Jennings County Circuit Court, IN

Case # 40C010902PL22

NATURE OF ACTION:

Product Liability Litigation - Breach of Warranty - 2006 Chevrolet Cobalt - VIN #

1G1AM15B667

ON WHOM PROCESS WAS SERVED:

C T Corporation System, Indianapolis, IN

DATE AND HOUR OF SERVICE:

By Certified Mail on 02/12/2009 postmarked on 02/06/2009

APPEARANCE OR ANSWER DUE

Within 23 days commencing day after receipt of summons

ATTORNEY(3) / SENDER(3):

Harry C. Bradley Krohn & Moss, Ltd. 120 West Madison Street 10th Floor Chicago, IL 60602 312-578-9428

ACTION ITEMS:

SOP Papers with Transmittal, via Fed Ex 2 Day Image SOP Fax Transmittal, Rosemarie Williams 313-665-7572

CC Recipient(s)

Rosemarie Williams, via Regular Mail

SIGNED:

ADDRESS:

C T Corporation System

251 E. Ohio Street Suite 1100

Indianapolis, IN 46204 317-396-9747

TELEPHONE:

ER-Tamera Shutz

CT web 2/12/09 12:06pm

Law Office of Connic Postuli Connie Postuli

Page 1 of 1 / PJ

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



#### Emma Salinas/Austin/GM1

10/08/2008 02:22 PM

To debbie.k.brown@gm.com

CC

bcc

Subject Combest, Kelly Chevrolet Cobalt 71-669604638

#### DVM, Debra Brown:

Hi, my name is Emma Salinas. This email is to follow up on my voicemail regarding Service Request 71-669604638 for customer The customer's vehicle is a 2006 Chevrolet Cobalt with 35,199 miles. The customer has been working with Country Chevrolet in North Vernon, IN VIN#1G1AM15B667 Due to time constraints, your response to this e-mail is required within 24 hours.

This is a Not in Suit Matter. This means a demand letter has been sent to our office by the customer's attorney indicating that the customer may pursue a lawsuit unless GM can resolve the customer's vehicle concern. We are reviewing this case for possible settlement in our Early Resolution program. To make it easier for you to meet the 24 hour turnaround, please review the following options and reply with your choice:

- A) I am familiar with this customer and vehicle and I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- B) I am not aware of this particular customer or vehicle. However, I would like to have updates on the case handling of this customer and provide input where appropriate. Please keep me engaged in the direction of this case as you negotiate resolution with the plaintiff's counsel.
- C) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement. If the settlement requires a Repurchase, I would like to re-engage in this case. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- D) I have information to share regarding this customer's case; however, I will not be able to get involved with the case handling. Please resolve this case according to the ER program policies for case settlement including a Repurchase, if necessary. (If selecting this option, please include in your response any pertinent information you may have by 1) email or 2) responding to the voicemail that you received.)
- E) Unfortunately, I am not aware of this particular customer case and cannot provide any information related to this customer. In addition, I am not able to have any involvement with the case handling. Please resolve this case according to the Early Resolution program policies for case settlement including a Repurchase, if necessary.

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

Thank you, Emma SalinasBRC Legal.atx.866-790-5700 ext.21206

ATTN: Emma Salinas

RE: v. General Motors Corporation

Please find attached all documents in our possession for the abovementioned case, which we believe is sufficient for your response to our initial demand. If you have any questions, please feel free to contact me.

Thank you,

Kathryn Gumbel Clerk Krohn & Moss, Ltd 120 W. Madison Street 10th Floor Chicago, Il 60602 (312) 578-9428 (office) web: www.krohnandmoss.com

# **GM** Vehicle Inquiry System

Summary

Home - Summary - Claim History - Yehicle Build - Vehicle Component - Delivery Information - Dealer Information - Service Contract - Warranty Block -

Udla

VIN:			IGIAN	ML5B667										
					VEHIC	LE INI	FORMAT	ION						
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9/23/2008

10729 miles

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08/21/2006

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010057

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006968

B4281 - FRONT SIDE DOOR INSIDE HANDLE REPLACEMENT - LEFT SIDE

K3186 - FORK AND/OR SHAFT, SHIFT - 3RD-4TH - R&R OR REPLACE

H0127 - FRONT BRAKE ROTOR REPLACEMENT - BOTH

Z7906 - 6+ DAY COURTESY TRANSPORTATION

03/28/2006	006968	#	H9991 - CUSTOMER CONCERN NOT DUPLICATED	3063 miles
03/28/2006	006968	ij	Z7903 - 3-DAY COURTESY TRANSPORTATION	3063 miles
02/13/2006	006096	#	K9995 - CUSTOMER CONCERN NOT DUPLICATED	1402 miles
02/13/2006	006096	#	N9995 - CUSTOMER CONCERN NOT DUPLICATED	1402 miles
02/13/2006	006096	#	H0137 - REAR BRAKE ROTOR REPLACEMENT - BOTH	1402 miles
02/13/2006	006096	#	Z7902 - 2-DAY COURTESY TRANSPORTATION	1402 miles
11/15/2005	A27127	I	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	0 miles

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<- I#1968Z998 TQ4 MA31:01 80/#1/01</p>

\*--- 1 of 4 - Dealer: COUN-S ------\* RO No: 123254 Opened: 30JUN08 Closed: 11JUL08 Mileage: 34976 Line Code: A Booker: 5 Comeback: N Complaint: CUSTOMER STATES GRINDS WHEN SHIFTING UP OR DOWN HARD TO GET IN Cause: WONT SHIFT SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION...... TRANSMISSION/TRANSAXLE ASSEMBLY REPLACE MC PTS\$ 1776.23 LBR\$ 521.96 MSC\$ 0.00 Line Code: B Booker: 5 Comeback: N Complaint: RENT RENTAL VEHICLE Cause: RENTAL SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION........................ 4 DAY RENTAL CHARGE 64 999 WC Z7904 PTS\$ 0.00 LBR\$ 257.76 MSC\$ 0.00 COMMENTS: PQC CENTER CASE 10376469 REPLACE TRANS PER MATT CALL \*--- 2 of 4 - Dealer: COUN-S -----\* RO No: 123464 Opened: 10JUL08 Closed: 10JUL08 Mileage: 34976 Line Code: A Booker: 64 Comeback: N Complaint: MB4 MOUNT , BALANCE AND DISPOSE 4 TIRES

Press S#, Return for next page, EST#, 7, or E to Exit:

RO No: 123464 Opened: 10JUL08 Closed: 10JUL08 Mileage: 34976 Line Code: A Booker: 64 Comeback: N Cause: SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION....... MOUNT , BALANCE AND DISPOSE 4 TIRES PTS\$ 464.00 LBR\$ 66.00 MSCS 0.00 Line Code: B Booker: 64 Comeback: N Complaint: LOF LUBRICATE CHASSIS , CHANGE ENGINE OIL AND ENGINE OIL FILTER Cause: SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION..... LUBRICATE CHASSIS , CHANGE ENGINE OIL AN 64 93 CLOF LOF ND ENGINE OIL FILTER PT\$\$ 13.95 LBR\$ 6.00 MSC\$ 0.00 Line Code: C Booker: 64 Comeback: N Complaint: AF ALIGN FRONT END \$A... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION..... ALIGN FRONT END 64 13 CM AF PTS\$ 0.00 LBR\$ 39.95 MSCS 0.00 \*--- 3 of 4 - Dealer: COUN-S -----\* RO No: 122350 Opened: 13MAY08 Closed: 02JUN08 Mileage: 31750

RO No: 122350 Opened: 13MAY08 Closed: 02JUN08 Mileage: 31750 Line Code: A Booker: 5 Comeback: N Complaint: CUSTOMER STATES HARD TO GET INTO 2ND GEAR Cause: RATTLE SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION....... COLUMN ASSEMBLY, STEERING REPLACE 64 13 WC E7680 PTS\$ 0.00 LBR\$ 70.88 MSC\$ 0.00 Line Code: B Booker: 5 Comeback: N Complaint: CUSTOMER STATES SERVICE ENG SOON LIGHT COMES ON Cause: SHORTED SA... TECH. TYPE. OPCODE...... CB-RO.. DESCRIPTION...... 64 13 WC N2359 N2359 4.84 LBR\$ 77.33 MSC\$ 0.00 PTS\$ \*--- 4 of 4 - Dealer: COUN-S -----\* RO No: 122414 Opened: 16MAY08 Closed: 16MAY08 Mileage: 31975 Comeback: N Line Code: A Booker: 64 Complaint: LOF LUBRICATE CHASSIS , CHANGE ENGINE OIL AND ENGINE OIL FILTER SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION..... LUBRICATE CHASSIS , CHANGE ENGINE OIL AN 64 93 CLOF LOF ND ENGINE OIL FILTER

Press B, S#, Return for next page, EST#, ?, or E to Exit:



DEAL#: 10868 CUST#:



39033 "Where Everybody Gets A Great Deal" 39033 www.fletcherchrysler.com 3099 N. Morton Street • Franklin, IN 46131 PH 317-738-4170 FAX 317-738-4282

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appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature. I certify that I am of logal age, and hereby acknowledge receipt of a copy of this order,

U.S. 31 North & 3099 N. Morton FLETCHER/CHRYSLER PRODUCTS, Inc.

FRANKLIN, IN 46131

Phone (317) 738-4170



DEAL#: 10266 CUST#: 39033

"Where Everybody Gets A Great Deal"



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een made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

LETCHER CHRYSLER PRODUCTS, Inc.

U.S. 31 North & 3099 N. Morton FRANKLIN, IN 46131

Phone (317) 738-4170

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THE OFFICE CENTER NV

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### ADDITIONAL TERMS AND CONDITIONS

- 1. As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order Is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- 2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser. Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order.
- 3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered. to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.
- 4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and; encumbrances except as otherwise noted herein.
- 5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- 6. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
- 7. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume. (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
- 8, FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 9. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROP-ERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
- 10. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

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### RETAIL INSTALLMENT CONTRACT. AND SECURITY AGREEMENT

No.

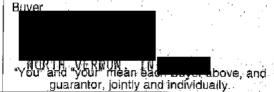
Date

05/07/2008

Seller

FLETCHER CHRYSLER PRODS. INC 3099 N. MORTON US 31 FRANKLIN IN 46131 "We" and "us" mean the Seller above, its

successors and assigns.



SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Year Motor Vehicle Mak	te . CHEVROLET	VIN 1G1AM158667 Lic. No./Year	Other:	
Purchased Mod	del COBALT	New Klused		
Description of Trade-In		STRATUS		
accessions anachmer	ns, accessones, and ac	erformance under the terms of the sulpment placed in or on the Veh terest in proceeds and premium re	icle: together called Property: /	and proceeds of the Property -
PROMISE TO PAY	AND PAYMENT TER	MS: You promise to pay us the	principal amount of \$ <u>16656</u>	75 , plus finance
charges accruing on the 365		rate of <u>14.9900</u> % per year		
	day basis: You agre	ee to pay this Contract according	to the payment schedule and la	te charge provisions shown in
MINIMUM FINAN	ICE CHARGE: You	also agree to pay any additional a gree to pay a minimum finance o		ind conditions of this Contract; If you pay this Contract in full
before we have earned	that much in finance ch	arges	maige of \$	yea pay this Contract in half
		apply to the Cash Price, on or before	a fodavis date, any cash, rehate :	and not trade in value described
In the ITEMIZATION C	F AMOUNT FINANCES	. D You agree to make deferred	t payments as part of the cash	down peyment as reflected in
your Payment Schedul	θ.	TRUTH IN LENDING DISC		
ANNUAL PERCENTAGE RA The cost of your crec a yearly rate.		AMOUNT FINANCED The amount of credit untithe provided to you or give	TOTAL OF PAYMENTS The amount you will have The	it, including your down payment of
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	e: Your payment schedu		<b> \$</b>	25351.92
Number of Payments			When Payments Are Due	
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76	352.11	MONTHLY BEGINN	ING" 06/06/2008	
				5 5 Juli 6 1675 (1986)
Security: You are gi	iving a security interest i	n the Motor Vehicle purchased.		
	payment is more than		echarged 17.00	
	9.	<u> </u>		
		a Code §§ 24-4.5-1-106 and 24-4.		
Prepayment: If you	pay off this Contract ear	ly, you 🔲 may 🖾 will not hav	e to pay a Minimum Finance Ci	narge.
repayment before the	scheduled date, and ore	rms of this Contract for any addi- payment refunds and benalties.	tional information about nonpa	yment, detault, any required

Page 1

health), and any other insurance constant disability (accident and	经过分 化多多氯化物 医电影 医电影 医大线线线 化苯基甲代酚
required to obtain great and target coverage quoted below, are not	ITEMIZATION OF AMOUNT FINANCED
and agree to pay the additional premium. If you want clueby pour sign	Vehicle Price (incl. sales tax of \$576_80) \$15726_80
and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.	Service Contract A Palet to:
below CINEY The coverages you have chosen to purchase.	Cash Price \$ 15726.80
그 얼마들은 나를 가게 하나 다니.	Manufacturer's Rebate SN/A
☐ Single ☐ Joint Prem: \$ Term	Cash Down Payment \$ 2095_00
Credit Disability: Insured N/A N/A	
Single Joint Prem S Torm	Deferred Down Payment \$ N/A
N/A N/A	a. Total Cash/Rebate Down \$ 2095.00
	b. Trade-In Allowance \$ 7000.00
	c. Less: Amount owing: \$ 9500-00
	Paid to (includes f.):
Your signature below means you want (only) the insurance	d. Net Trade-In (b. minus c.) \$
	e. Net Cash/Trade-In (a. plus d.) \$405.00
any coverages we offered.	f. Amount to Finance line e. (If e. is negative) \$ 405.00
	Down Payment (e.; disclose as \$0 if negative) \$ 0.00
Buyer d/o/b Buyer d/o/b	
Dromente	Paid to Public Officials - Filing Fees s 15.00
PROPERTY INSURANCE: You must insure the Property securing	To: DOCUMENT Fee \$ 89.95 To: DONER GUARU \$ 420.00
the Contract. You may purchase or provide the Insurance through any insurance company reasonably acceptable to us. The collision coverage	To: Document Fee \$ 39.95
deductible may not exceed \$	TO DWALK GUANU \$ 420.00
from or through us you will pay \$ N/A for for	To: \$\/A
for	To:
N/A of coverage.	Total Other Charges/Amounts Pd. to Others \$ 524.95
This premium is calculated as follows:	Less: Prepaid Finance Charges \$ N/A
\$Deductible, Collision Coverage \$\$  \$Beductible, Comprehensive Cov. \$/A	Amount Financed \$ 16656.75
\$Deductible, Comprehensive Cov. \$N/A	"We may retain or receive a portion of this amount.
Fire-Theft and Combined Additional Coverage \$ 1/A	The many research of reperve a portion of this amount.
S N/A	
Liability insurance coverage for bodily injury and motor	MOTION TO DUNCE
vehicle damage caused to others is not included in this	NOTICE TO BUYER
Contract unless checked and indicated.	(1) Do not sign this agreement before you read it or if
	If contains any blank spaces, (2) You are entitled to a
SINGLE-INTEREST INSURANCE: You must purchase	completely filled-in copy of this agreement. (3) Under
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EXILATION OF CONTRACT HOLL & COMPANY OF VANCOUS PASSAGES	full amount due and under certain conditions to
acceptable to us. If you buy the coverage from or through us, you	obtain a partial refund of the finance charge.
TWOUPAY: 3" for	그 사는 사람들은 사람들이 되었다. 그는 사람들이 가장 하는 사람들이 되었다면 하는 것이 되었다. 그 사람들이 되었다면 하는 것이 없는 것이다면 하는  하는데 하는데 하는데 하는데 되었다면 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데 하는데
LISERVICE CONTRACT: With your purchase of the Vehicle	BY SIGNING BELOW BUYER AGREES TO THE TERMS ON
your agree to purchase a Service Contract to cover	PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES
the state of the s	RECEIPT OF A COPY OF THIS CONTRACT.
This Service Contract will be in	가는 보고 모든 전투 이 보고 그리고 있는 그리고 있다면 함께 되었다.
effect for	Briver 🛷
ASSIGNMENT: This Contract and Security Agreement is assigned	Buyer:
to:	
	Date
the ANCINE IMPORALER SERVICES. This assignment is made	05/07/2008
	Signature Date
	A Comment of the Comm
Seller B TUNAN LA HETCHEN I OLL Bate S	Seller By DUPNOCKU GREECKEL - (JOLNER)
05/07/2008	The second secon
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VM SENTER NV

### ADDITIONAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT

GENERAL TERMS: You have been given the opportunity to purchase the Vehicle and described services for the Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You agreed to purchase the items over time. The Total Sale Price shown in the TRUTH IN LENDING DISCLOSURES assumes that all payments will be made as scheduled. The actual amount you will pay may be more or less depending on your payment record.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee, that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the principal balance, and when the

principal has been paid in full, refund it to you.

You understand and agree that we (or our affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that you buy through us or our affiliate.

If any section or provision of this Contract is not enforceable, the

other terms will remain part of this Contract.

BALLOON PAYMENT: If any payment is more than twice as large as the average of all other regularly scheduled payments, you may refinance that payment when due. You may do so on terms as favorable as the terms originally agreed to in this Contract. This right does not apply if your payment schedule is adjusted for seasonal or irregular income.

PREPAYMENT: You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled

payments until you pay in full.

A refund of any prepaid, unearned insurance premiums may be obtained from us or from the insurance company named in your policy or certificate of insurance.

OWNERSHIP AND DUTIES TOWARD PROPERTY: By giving us a security interest in the Property, you represent and agree to the

following:

Marko Sala Sa

 A. Our security interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Vehicle.

- B. You will defend our interests in the Property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else:
- C. The security interest you are giving us in the Property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- D. You will keep the Property in your possession in good condition and repair. You will use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, the Property will be located at your address listed on page 1 of this

Contract.

- E. You will not attempt to sell the Property (unless it is properly identified inventory) or otherwise transfer any rights in the Property to anyone else, without our prior written consent.
- F. You will pay all taxes and assessments on the Property as

they become due.

G. You will notify us of any loss or damage to the Property. You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be E. Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if

it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above.

RETURNED CHECK CHARGE: You agree to pay a fee of \$25.00 for each check, negotiable order of withdrawal or share draft you issue in connection with this Contract that is returned because it has been dishonored.

INSURANCE: You agree to buy property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the PROPERTY INSURANCE section, or as we will otherwise require. You will name us as loss payee on any such policy. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Property. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS

section until paid in full.

OBLIGATIONS INDEPENDENT: Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

A. You must pay this Contract even if someone else has also

signed it. B. We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.

C. We may release any security and you will still be obligated to pay this Contract.

D. If we give up any of our rights, it will not affect your duty to pay

this Contract. E. If we extend new credit or renew this Contract, it will not affect

your duty to pay this Contract.

**WARRANTY:** Warranty information is provided to you separately.

WAIVER: To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; or, (3) give +re-meking...this\_Contract\_

page 3

breeching the beace.

Page 4

" "" "2000 тризтео чамкопутака-менесс DEFAULT: You will be in default on this Contract if any one of the ollowing occurs (except as prohibited by law);

A. You fall to perform any obligation that you have undertaken in this Contract.

B. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts wing, including, without limitation, court costs, attorneys fees (for ittorneys who are not our salaried employees), and fees for epossession, repair, storage and sale of the Property securing this Contract all without relief from valuation and appraisement laws.

If an event of default occurs as to any one of you, we may

xercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have all of the emedies provided by law and this Contract:

A. We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed

- B. We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. This amount will-be due immediately. This amount will earn finance charges from the date paid at the rate described in the PROMISE TO PAY AND PAYMENT TERMS section until paid in full.
- C. We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and
- D. We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward your obligations.

horice that we meno-ro-make, immediately due.

### THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the SALE section. You also agree to the terms of this Contract, including the WAIVER section above, except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend, change this Contract, or release any party or property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

Signature

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DESTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IF YOU ARE BUYING A USED VEHICLE. 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.

### ASSIGNMENT BY SELLER

Seller sells and assigns this Retail Installment Contract and Security Agreement, (Contract), to the Assignee, its successors and assigns, including all its rights, the and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in seller's name, to take all legal or other actions which Seller could have taken under this Contract. This Assignment includes any right the Seller may have to a leduction or refund of state gross retail and use taxes. (SEPARATE AGREEMENT: If this Assignment is made "under the terms of a separate agreement" as ndicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

Seller warrants:

This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis. The statements contained in this Contract are true and correct.

The down payment was made by the Buyer in the manner stated on page 1 of this Contract and, except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Selter or Seller's representatives.

This sale was completed in accordance with all applicable federal and state laws and regulations.

This Contract is valid and enforceable in accordance with lits terms.

The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.

This Contract is vested in the Selter free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Selter.

A completely filled in copy of this Contract was delivered to the Buyer at the time of execution.

a. This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
d. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
i. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
i. Seller has or will perfect a security interest in the Property in favor of the Assignee.
i. If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorneys' fees.
Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a relation of defense Buyer has against Seller.
Seller waives notice of the acceptance of this Assignment, notice of non-payment or non-performance and notice of any other remedies available to Assignee. Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

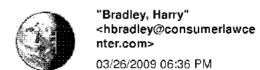
JNLESS OTHERWISE INDICATED ON PAGE 1, THIS ASSIGNMENT IS WITHOUT RECOURSE. WITH RECOURSE: If this Assignment is made "with recourse" as indicated on page 1, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Contract, Seller will, upon demand, repurchase this Dontract for the amount of the unpaid balance, including finance charges, due at that time.

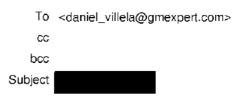
Retail Installment Contract-IN Banko::: Systems™ Notters Kluwer Finencial Services © 1982, 2007

To Rearder Form: 1-800-552-9410

RS-SI-MV-IN 9/26/2007 Page 2 of 2

P813/13





Mr. Villela,

I have discussed GM's offer of \$3,000 inclusive with my client and she rejects it. However, I have been authorized to reduce her demand to \$10,000 inclusive of attorney's fees to settle this case. Please review this matter and respond with GM's position on settlement. I look forward to your response.

Harry C. Bradley Krohn & Moss, Ltd 120. W. Madison Street 10th Floor Chicago, IL. 60602 (312) 578-9428 Voice (866) 289-6141 Fax

e-mail: hbradley@consumerlawcenter.com

web: www.krohnandmoss.com



### Daniel Villela/Austin/GM1

04/09/2009 08:35 AM

To rob.johnson@gm.com

CC

bcc

Subject

v. GM -- file removed to local Counsel

Mr. Johnson,

Attached please find a copy of our Removal letter, Case Assessment, and Offer letter.

Regards,

Daniel Villela Legal Agent - BRC Legal Dept. Aditya Birla Minacs

Phone: (800) 231-1841 ext. 21341 | Fax: (866) 270-0207

Email: daniel\_villela@gmexpert.com







Removal Ltr to CAM.doc

Case Assessment.doc

Uffer Ltr.do:

### VIA FAX ONLY

April 9, 2009

Rob Johnson North Central-50 Rob.johnson@gm.com

Re: v. General Motors Corporation

Service Request: 71-669604638

2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667

Customer Relationship Specialist: Daniel Villela

Dear Mr. Johnson:

The above GM customer has filed a lawsuit and the lawsuit is being removed from the Early Resolution Program and is being sent to GM's local counsel for handling. Our records indicate that John Haley was contacted while the case was in the Early Resolution Program. The customer has been to the following dealers for servicing thus far:

Country Chevrolet Pontiac Olds Buick, Inc.

GM's attorney now handling this case:

Connie Postelli (708) 418-8913 Law Offices of Connie J. Postelli

GM Legal Assistant involved:

Lora Hauswirth (313) 665-1436

Customer's attorney now handling the case:

Harry Bradley, Krohn & Moss, Ltd., (312) 578-9428

Please have the DVM notify the dealership listed above and any other dealers in the vicinity of the customer's address that this customer has filed a lawsuit against GM. Please have them tell the dealer(s) to make sure that any necessary, future repair work is thoroughly documented. The DVM(s) / dealership(s) should direct any documentation, repair orders and any other information particular about this customer and his/her vehicle to GM's attorney.

Attached is a copy of the case assessment for your review. 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.

Thank you for your assistance.

Sincerely,

General Motors Corporation

cc: FILE LG0080 Rev. 7/09/2007







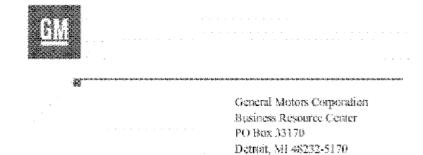












### VIA FAX ONLY

October 8, 2008

Harry Bradley, Esq. Krohn & Moss, Ltd 120 W Madison 10th FLoor Chicago, IL 60602

RE:

Service Request: 71-669604638 2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667

Dear Mr. Bradley:

This is to advise that General Motors is in receipt of the above referenced case dated September 7, 2008. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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

Copy of owner's current title and/or registration Attached Release of Lien		Finance agreement Buyer's agreement	
General Motors Corporation	n 🗀	Duyer o ugreement	
ATTN: BRC Legal			
P.O. Box 33170			
Detroit, MI 48232			

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

Sincerely,

General Motors Corporation















# RELEASE OF LIEN INFORMATION

I	,
(Client's Name)	
hereby authorize	
(Lien holder Na	ame)
	(Lien holder Phone Number)
to release any and all information regard	ding my loan account #(Account Number)
	(Account Number)
with	<u></u>
(Lien holder Name)	
to General Motors Corporation, including loan payoff amount, and per diem information in the company of the control of the con	ng but not limited to a complete payment history of my account, mation.
Date	
V	EHICLE INFORMATION
The current vehicle mileage is	Date mileage read:
Signature	Signature
LG0006 V08012008	















PAGE 01/03 No. 6764

# LAW OFFICES OF Connie J. Postelli

2117 North Main Street Crown Point, Indiana 46307 Telephone: 219/662-1300

August 25, 2009

Upprived 8-25-09 Jamesa A. A.

Tamera Schultz Legal Assistant General Motors Corporation Legal Staff 300 Renaissance Center Tower 300, 24th Floor Detroit, MI 48262-3000

## CHECK REQUEST FOR CASH SETTLEMENT (CAPTION BELOW)

y. General Motors Corporation RE:

2006 Chevrolet Cobalt, VIN#1G1AM15B667

GM Legal Case No: 666656

Dear GM Legal:

Based on the unfavorable repair history below, and for purposes of customer satisfaction, we have negotiated a cash settlement of this matter for a total of \$6,750.00. Pursuant to the authority given to me by Lora Hauswirth, please prepare and forward the drafts below to my office.

# K, 10 - Transmission - Manual Clutch General -- Inoperative

A draft for \$6,750.00 to be made payable to: 1.

> Kelly Combest and Krohn & Moss, LTD. 427 4th Street North Vernon, IN 47265 Telephone: (812) 767-8932

Current mileage: 48,000

2. The tax ID for Krohn & Moss, Ltd. is:

> Krohn & Moss, Ltd. 120 West Madison Street Chicago, IL 60602 Tax ID #: 36-4065555

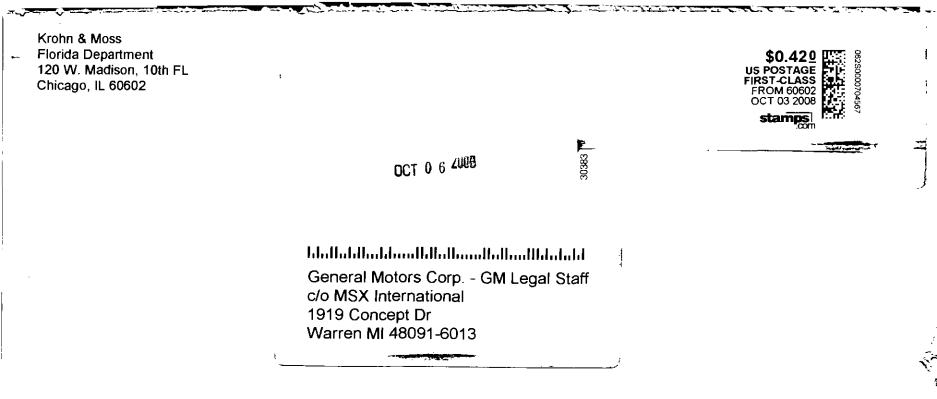
Page 2 Letter to GM Legal August 25, 2009

Thank you for your assistance in this matter. Should you have any questions or comments, feel free to contact me.

Very truly yours,

Connie J. Postelli

STATE OF INDIANA	) ) 88:	IN THE JENNINGS CIRCUIT COURT				
COUNTY OF JENNINGS	)	SITTING IN VERNON, INDIANA				
		}				
Plaintiffs,		)				
v.		CAUSE NO. 40C01-0902-PL-0022				
GENERAL MOTORS COR	PORATION,	<u> </u>				
Defendant.		)				



Krohn & Moss, Ltd.

(Arisona, California, Florida, Illinois, Indiana, Mianceota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)

Main Office

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

Writer's Direct Number (312) 578-9428 Writer's Direct Facsimile (866) 289-6141 Writer's Direct E-Mail bbradley@consumerlawcenten.com

ï

Writer licensed to practice only in:
Indiana

September 30, 2008

General Motors Corp. - GM Legal Staff c/o MSX International 1919 Concept Drive Warren, MI 48091

RE: v. General Motors Corporation

Our Client:

Vehicle:

2006 Chevrolet Cobalt

Date of Delivery:

May 7, 2008

VIN:

1G1AM15B667

Our File No.:

H08011516S

Dear Sir or Madam:

Please he advised that this office represents the above-named individual regarding claims against <u>General Motors Corporation</u> pursuant to the Federal Magnuson-Moss Warranty Act and/or Indiana Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary pon-conformities and violations include, but are not limited to:

- 1. Defective engine and electrical system as evidenced by defective synchronizers and illumination of the SES light;
- 2. Defective transmission as evidenced by hard shifting conditions and grinding;

3. Defective body and/or trim as evidenced by defective door handle; and

4

4. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle.

As I am sure you are aware, the "Shaken Faith" doctrine under the U.C.C. states:

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

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects which were never repaired after a number of attempts, could revoke. See Durfee v. Rod Baxter Imports.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumers lament in the following manner:

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

My client's repair history clearly shows there was a breach of the written warranty "based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not hound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty." Kure v. Chevrolet Motor Division, 581 P.2d 603, 608.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle and has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for damages.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Indiana Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a

termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any further litigation, my client merely requests a full refund for the defective product, which includes the contract price, plus all sales tax, document fees, finance interest, satisfaction of all liens, the costs of any added optional equipment, any out pocket repair expenses, the unexpended portion of any registration and plates, plus payment of attorneys' fees. In return, my client will waive any incidental and consequential damages for aggravation and inconvenience at this point. Please note that our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

Sincerely

Harry C. Bradley Attorney at Law

cc:

HB/msk

### <u>Privileged and Confidential Information</u> CASE ASSESSMENT – LEGAL (NON SMALL CLAIMS)

By: Joe Merrill—*Gina Perez* State: IN

Customer Name:

Service Request:71-669604638 GM Legal File No.: N/A

Vehicle is: Used

Vehicle ID No:1G1AM15B667 In Service Date: 01/19/06

BAC Code: Fletcher

Chrysler Prods,

Inc.

Year, Make & Model: 2006 Cobalt SS Coupe

Vehicle Purchased Used on: 05-07-08

at odometer 31,232 miles

Lien holder: GMAC ☐ Other ☐:

DVM requests Purchase Price of involvement?: Y Vehicle: \$25,351.92

Was TAC contacted for this vehicle?: Y 10376469

# **VEHICLE REPAIR HISTORY**

### ☐ Transmission

<u>Date:</u>	<u>RO #:</u>	<u>Days</u> Out:	<u>Mileage</u>	Description of Complaint and Repair Performed:
05-13-08	122350	21	31,750	C/S Hard to get into $2^{nd}$ gear. Rattle. Replace steering column assembly. <b>WARRANTY</b>
06-30-08	123254	4	34,976	C/S Grinds when shifting up or down. Hard to get into reverse. Replaced transmission. Removed and disassembled transmission. Gave estimate. Replaced transmission. Called PQC center. They Okayed to replace the transmission. Rental car 4 days. Case #10376469. WARRANTY  1- day courtesy transportation provided.
07-14-08	123550	73	35,199	TOWED IN  C/S Transmission quit pulling, may be clutch. Slips. Clutch burnt up. Replace clutch assembly and flywheel. WARRANTY

### ☐ Electrical

<u>Date:</u>	<u>RO #:</u>	<u>Days</u> <u>Out</u> :	<u>Mileage</u>	Description of Complaint and Repair Performed:
05-13-08	122350	*	31,750	C/S SES light comes on. Shorted. Replace switch. WARRANTY

### ☐ Other

Date:	RO #:	<u>Days</u> <u>Out</u> :	<u>Mileage</u>	Description of Complaint and Repair Performed:
05-16-08	122414	N/A	31,975	Lubricate chassis, LOF.
07-10-08	123464	N/A	34,976	Lubricate chassis, LOF, mount, balance and dispose 4 tires, alignment.

# ☐ RO's from Previous Customer

<u>Date:</u>	RO #:	Days Out:	<u>Mileage</u> <u>:</u>	Description of Complaint and Repair Performed:
11-21-05	04347	N/A	4	PDI.
0130-06	05823	N/A	1,000	C/S Sometimes with clutch in car wont start.

		*		C/S Sometimes won't go in first gear and sometimes grinds going into second gear.
01-31-06	05850	N/A	1,038	Body shop labor. Repaint and re-finish fascia, capsule, bracket and liner.
02-13-06	06096	N/A	1,402	C/S Check transmission seemed like its hard to get into gear at times. Grinds between 2 <sup>nd</sup> and 3 <sup>rd</sup> gears. One time it would not go over 30 mph then it finally picked up speed. Has to push clutch all the way to floor to get it to work. No problem found. Test drove, clutch pedal engages around ½ pedal travel, performed static and road test for transmission performance, all ok. Compared with similar stock unit, works the same. No problem found, operating as designed.
		*		C/S Check for no start at times, seems like battery is dead, starts to turn over but then quits. This has happened about 4-5 times. No problem found. Checked with tech 2, no codes found, no bulletins found, could not duplicate customer concern at this time. Started every time. Checked battery and charging system. All ok.
		*		C/S Check rear brakes for grinding when backing up. Rusted rotors. Checked brakes and found rear brake rotors rusted. Resurfaced both rear brake rotors.
03-28-06	06968	N/A	3,063	C/S When going into third gear will pop out of gear. Transmission. R&R transmission and tore down. Found the plastic gone off of 3-4 shift fork and cage broken on output shaft bearing. Replaced 3-4 fork and output bearing. Test drove, OK.
		*		C/S When backing up brakes grind when cold. <b>No problem</b> found at this time. Test drove, no noise heard, brakes checked ok, no problem found at this time.
08-21-06	10057	N/A	10,729	C/S Pops out of gear when going into second gear and hard to get into gears. Slight grinding going into gears. Confirmed. Replaced transmission per AVM.
		*		C/S Passenger side door inside armrest trim is coming loose. Pull cup of right front door too high. Adjusted bracket and reinstalled.
		*		C/S Has rattling noise at times coming from driver's door area when driving. <b>No problem found</b> .
		*		C/S Check brakes for pulsation when stopping. Thickness variation. Resurfaced both front brake rotors.
09-26-06	10854	N/A	11,840	C/S Trans jumping out of third gear. <b>Could not duplicate</b> customer concern. Test drove, no abnormal noise hear at this time.

### THE STATE LEMON LAW READS:

Days out of service: 30 Repairs: 4 to same.

Time period: 18 months or 18,000 miles

Does Lemon Law state nonconformity must continue to exist? YES

If applicable, safety-related repairs:

Safety-related time period: 18 Months / 18k Miles.

Number of repair attempts in the presumption 0

period:

Total days out of service during the presumption period: 0

Total days out of service during customer's ownership: 104

# PERTINENT VEHICLE INFORMATION PROVIDED BY District Service Manager

Concern: 1-430258279 - CAC file #2 (Aaron French)

Date & Offer/Result: 09/18/06 – DVM Gerald Wright – DVM inquired if we have talked about this before. CRS: He called back and left a message. Advised of MSRP on window sticker mentions Z rated tires, but he has H rated tires. Cust wants Z rated tires per MSRP. CVM Spoke w/ Svc Mgr, and at this time we will not do anything because cust has the tires he is to have on this vehicle. CRS: Is there anything we can do for the cust for inconvenience? DVM Advised nothing will be offered because MSRP was a misprint.

# PERTINENT VEHICLE INFORMATION PROVIDED BY DEALER SERVICE MGR(S)

Concern: 1-433390968 - CAC file (Aaron French)

Date & Offer/Result: 10/25/06 - Spoke w/Tim, Svc Mgr at Boose Chevrolet - Nothing was wrong with his

car, already discussed this w/someone else from CAC.

Concern: 1-433389976 - ADR file (Aaron French)

Date & Offer/Result: 09/27/06 – CRS advised Sales Mgr Bob Gould RE: tires on vehicle. Mr. Gould advised that they had tried to explain to cust that the speed the Z tire goes to would not even be achieved on the vehicle he has. This is a sales issue, and not a BBB issue. He can continue to work with Chevrolet CAC, but it states that they are unable to assist him it is a sales issue. 10/12/06 – Spoke to Tim Staker, Svc Mgr. RE: cust last visit in – Mr. Staker advised that they did not do anything b/c they could not duplicate the problem. Regarding the brakes, this condition will occur every time the car sits, and after a few applications the noise will gradually disappear.

Concern: 1-430258279 - CAC file #2 (Aaron French)

Date & Offer/Result: 08/31/06 – Spoke w/Tim, Svc Mgr at Boose Chevrolet – CRS adv: Cust states he is to have Z rated tires on his vehicle, he has H rating instead. DLR: MSRP was misprinted. Perelli tires P20550R17 that have an H speed rating QBU. Has another Cobalt SS on lot that does not reflect that Z rating. There is no reason to have Z rating tires on this vehicle. Dlr informed agent that H rating is for up to 130 miles and Z rating are 146 and above. Was not an issue until cust went to independent tire retailer that advised him they were not Z rated tires. Everything in GMVIS shows tires on his vehicle are correct.

# PERTINENT FACTS FROM PREVIOUS SRs WHICH RELATE TO YOUR EVALUATION

Concern: 1-433390968 - CAC file (Aaron French)

Date & Offer/Result: 09/19/06- Cust sts: He is still having problems w/transmission. Has been in shop twice for transmission. Replaced, but it is still doing the same thing again.

Concern: 1-433389976 - ADR file

Date & Offer/Result: 09/19/06 – Cust sts: Transmission & tires/sales issue H rated tires, should be Z rated. Cust feels that he is getting the attention regarding the transmission, but not regarding the tires on his vehicle. He feels fraud has been committed, and this was one of the reasons he purchased the vehicle, because the window sticker indicated Z rated tires which are a higher performance tire than the H rated tires which are on the vehicle. 11/21/06 – CRA advised File closed. Decision: File closed as a referral. Justification: Issue was sales related. Decision Maker: BBB

Concern: 1-430258279 - CAC file #2 (Aaron French)

Date & Offer/Result: 08/31/06 – Cust states he bough a 2006 Cobalt SS coupe last Jan and was expecting it to have Z rated tires as advertised, but when he received the vehicle and decided to replace the tires, he discovered that it is not a high performance tire, but an H rated tire. DIr told him this was a GM issue.

### RECOMMENDATION & RATIONALE

Recommend Denial.

Vehicle not presumptive. Purchased used, not certified at 31,232 miles from a non GM dealer. Cust has experienced 104 days out of service. 1st issue occurred 518 miles after purchase. Transmission was hard getting into 2nd gear, dlr replaced the steering column assembly. Cust returned at 34,976 miles for a grinding noise when shifting. Also informed dlr that the vehicle was hard to get into reverse. Dlr called PQC and they gave the OK to replace the transmission. (Spoke to dlr and was informed that to repair the vehicle was going to cost more, so they got permission from PQC to replace the transmission instead.) Veh then returned at 35,199 miles, dlr found that the clutch was burnt and replaced it. Verified with dlr cust last date of repair and was told that cust was last in on 07/14/08 at 35,199 miles. Cust has not experienced any out of pocket expenses. No breach, vehicle appears to be fixed.

### REASON FOR REMOVAL

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

### VIA FAX ONLY

March 13, 2009

Harry Bradley, Esq. Krohn & Moss, Ltd 120 W Madison 10th FLoor Chicago, IL 60602

RE:

v. General Motors Corporation

Service Request: 71-669604638

2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667 Customer Relationship Specialist: Daniel Villela

Dear Mr. Bradley:

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

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

• A cash settlement of \$3,000 dollars.

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

Your client would retain the vehicle. If this offer is acceptable to your client, please have your client sign this offer letter and return it to us at the fax number shown on the fax cover sheet. This offer is good for 10 calendar days from the date of this letter. If your client does not agree with the terms of this offer, we ask that you contact us immediately to further discuss resolution of this matter.















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

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

Sincerely,	
General Motors Corporation	
cc: FILE	
LG0043 V07092007	
Odometer	
Client's Signature	Client's Signature
Date	Date















### **Privileged and Confidential Information**

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

By: Emma Salinas State: Indiana

Customer Name: Service Request:71-669604638 GM Legal File No.: 666656

Vehicle ID No: 1G1AM15B667 In Service Date: 01/19/06

Year, Make & Model: 2006 Chevrolet Cobalt SS Coupe

Lien holder: Wachovia Dealer Services Was TAC contacted for this vehicle? : Y

Vehicle is: **Used** BAC Code: N/A Vehicle Purchased Used on: **05-07-08 at** 

odometer 31,232 miles

DVM requests Purchase Price of involvement?: Y Vehicle: \$15,150

### VEHICLE REPAIR HISTORY

### ☐ Transmission

Date:	<u>RO #:</u>	Days Out:	<u>Mileage</u>	Description of Complaint and Repair Performed:			
05-13-08	122350	3	31,750	C/S Hard to get into $2^{\text{nd}}$ gear. Rattle. Replace steering column assembly. <b>WARRANTY</b>			
06-30-08	123254	4	34,976	C/S Grinds when shifting up or down. Hard to get into reverse. Replaced transmission. Removed and disassembled transmission. Gave estimate. Replaced transmission. Called PQC center. They Okayed to replace the transmission. Rental car 4 days. Case #10376469. <b>WARRANTY.</b> 1-day courtesy transportation provided.			
07-14-08	123550	26	35,199	<b>TOWED IN</b> C/S Transmission quit pulling, may be clutch. Slips. Clutch burnt up. Replace clutch assembly and flywheel. <b>WARRANTY</b>			
☐ Body/Trim							
Date:	RO #:	Days Out:	<u>Mileage</u>	Description of Complaint and Repair Performed:			

Date:	<u>RO # :</u>	Days Out:	<u>Mileage</u>	Description of Complaint and Repair Performed:
10-02-08	125110	N/A*	37,672	* <b>Repair per estimate</b> . Jim Hill is contact. Body Shop Repairs – Fascia, cover, grille, headlamp(2), hood, fender, emblem, liner, arm, W-strut kit, rod kit, emblem, wheel kit, capsule A, bracket(2), retainer(2).

### ☐ <u>Steering</u>

Date:	<u>RO # :</u>	Days Out:	<u>Mileage</u>	Description of Complaint and Repair Performed:
12-01-08	126464	1	40,399	C/S has pop noise in front end – Tighten lower control arm bolt –svc mgr Matt Graham

### ☐ Electrical

Date:	<u>RO # :</u>	Days Out:	<u>Mileage</u>	Description of Complaint and Repair Performed:
05-13-08	122350	*	31,750	C/S SES light comes on. Shorted. Replace switch. WARRANTY

Other
Outer

Date:	RO #:	Days Out:	<u>Mileage</u>	Description of Complaint and Repair Performed:
05-16-08	122414	*	31,975	Lubricate chassis, LOF.
07-10-08	123464		34,976	Lubricate chassis, LOF, mount, balance & dispose 4 tires, alignment.

# **☐ Repair Orders from Previous Customer**

Date:	<u>RO # :</u>	Days Out:	Mileage:	Description of Complaint and Repair Performed:
01-30-06	05823	N/A	1,000	C/S Sometimes with clutch in car won't start.
				C/S Sometimes won't go in 1st gear & sometimes grinds going into $2^{\text{nd}}$ gear.
01-31-06	05850	N/A	1,038	Body shop labor. Repaint & re-finish fascia, capsule, bracket and liner.
02-13-06	06096	N/A	1,402	C/S Check transmission seemed like its hard to get into gear at times. Grinds between 2 <sup>nd</sup> and 3 <sup>rd</sup> gears. One time it would not go over 30 mph then it finally picked up speed. Has to push clutch all the way to floor to get it to work. <b>No problem found.</b> Test drove, clutch pedal engages around ½ pedal travel, performed static and road test for transmission performance, all ok. Compared with similar stock unit, works the same. <b>No problem found, operating as designed.</b>
				C/S Check for no start at times, seems like battery is dead, starts to turn over but then quits. This has happened about 4-5 times. <b>No problem found.</b> Checked with tech 2, no codes found, no bulletins found, <b>could not duplicate customer concern at this time.</b> Started every time. Checked battery and charging system. All ok.
				C/S Check rear brakes for grinding when backing up. Rusted rotors. Checked brakes and found rear brake rotors rusted. Resurfaced both rear brake rotors.
03-28-06	06968	N/A	3,063	C/S When going into third gear will pop out of gear. Transmission. R&R transmission and tore down. Found the plastic gone off of 3-4 shift fork and cage broken on output shaft bearing. Replaced 3-4 fork and output bearing. Test drove, OK.
				C/S When backing up brakes grind when cold. Test drove, no noise heard, brakes checked ok — No problem found at this time.
08-21-06	10057	N/A	10,729	C/S Pops out of gear when going into 2nd gear & hard to get into gears, slight grinding going into gears.  Confirmed – Replaced transmission per DVM.
				C/S Passenger side door inside armrest trim is coming loose. Pull cup of right front door too high. Adjusted bracket and reinstalled.
				C/S Has rattling noise at times coming from driver's door area when driving. <b>No problem found.</b>
				C/S Check brakes for pulsation when stopping. Thickness variation.

Resurfaced both front brake rotors.

09-26-06 10854 N/A 11,840 C/S Trans jumping out of third gear.

Test drove, no abnormal noise heard at this time –

Could not duplicate customer concern.

### THE STATE LEMON LAW READS:

**Days out of service:** 30 **Repairs:** 4 to same.

**Time period:** 18 months or 18,000 miles

Does Lemon Law state nonconformity must continue to exist? Yes

If applicable, safety-related repairs:

Safety-related time period:

Number of repair attempts in the presumption period:

Total days out of service during the presumption period:

0

Total days out of service during customer's ownership:

33

### PERTINENT VEHICLE INFORMATION PROVIDED BY DVM

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**Date** & **Offer/Result: 09/18/06** – DVM Gerald Wright – DVM inquired if we have talked about this before. CRS: He called back and left a message. Advised of MSRP on window sticker mentions Z rated tires, but he has H rated tires. Cust wants Z rated tires per MSRP. CVM Spoke w/ Svc Mgr, and at this time we will not do anything because cust has the tires he is to have on this vehicle. CRS: Is there anything we can do for the cust for inconvenience? DVM Advised nothing will be offered because MSRP was a misprint.

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**Concern:** 1-433390968 – CAC file (Aaron French)

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already discussed this w/someone else from CAC.

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### NISM RECOMMENDATION & RATIONALE

#### Recommend Denial.

Vehicle not presumptive. Purchased used, not certified at 31,232 miles from a non GM dealer. 1<sup>st</sup> issue occurred 518 miles after purchase. Transmission was hard getting into 2<sup>nd</sup> gear, dlr replaced the steering column assembly. Cust returned at 34,976 miles for a grinding noise when shifting. Also informed dlr that the vehicle was hard to get into reverse. Dlr called PQC and they gave the OK to replace the transmission. (Spoke to dlr and was informed that to repair the vehicle was going to cost more, so they got permission from PQC to replace the transmission instead.) Veh then returned at 35,199 miles, dlr found that the clutch was burnt and replaced it. Verified with dlr cust last date of repair and was told that cust was last in on 07/14/08 at 35,199 miles. Cust has not experienced any out of pocket expenses. No breach, vehicle appears to be fixed.

GM Legal Coordinator denied recommendation; empowered for 1-time cash offer, \$3,000.

11/17/08 - Offer \$3,000 inclusive

Unable to verify whether or not a response was ever made by PC; Legal CRS did not document file, and NISM file closed "No Response/ Acceptance" on 12/10/08.

### LAWSUIT RECOMMENDATION & RATIONALE

Recommend making cash settlement offer as previously offered while NISM: \$3,000 inclusive; if not accepted, then possibly remove depending on counter demand.

The vehicle was purchased used, not GM certified, with approximately 31,232 miles at a Chrysler Jeep dealership. The primary concerns involved the rating of the tires (sales issue), as well as the transmission. The transmission was replaced under warranty; note: vehicle history reflects previous owner also had transmission concerns.

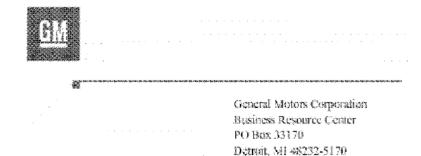
### REASON FOR REMOVAL

Recommend removal of file to local counsel.

It does not appear that a fair and equitable settlement can be reached. Plaintiff counsel's counter demand of \$10,000 is unreasonable and larger settlement offers are not appropriate given the following:

- vehicle was purchased used, not GM certified, with approximately 31,232 miles at a Chrysler Jeep dealership;
- primary concerns involved the rating of the tires (sales issue), as well as the transmission which was replaced under warranty at a cost of \$2,278 to GM;
- body shop repairs for estimate totaling \$4,987 appears to be due to accident.

Removed to LC and settled for \$6750 due to transmission issues.



#### VIA FAX ONLY

October 8, 2008

MATT GRAHAM COUNTRY CHEVROLET PONTIAC OLDS BUICK, INC. PO BOX 908 NORTH VERNON, IN 47265-0908

RE:

Service Request: 71-669604638

2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667

Customer Relationship Specialist: Emma Salinas

#### Dear Mr. Graham:

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

- All sales purchase and finance agreements, including a conversion invoice (if any), the incentives
  acknowledgement form, the Actual Cash Value statement of any trade, and Application for title.
- PLEASE SEND SERVICE INVOICE:
- 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 fax# **866-508-1969**. 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



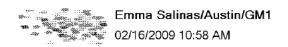












To john.p.haley@gm.expert.com

cc bcc

Subject Combest lawsuit 2006 Cobalt 71-669604638

To: John P Haley From: Emma Salinas

Mr.Haley:

This email is to inform you that a lawsuit has been filed on behalf of by Krohn & Moss for the customer's 2006 Chevrolet Cobalt, VIN 1G1AM15B667 The customer has been working with Country Chevrolet in North Vernon, IN.

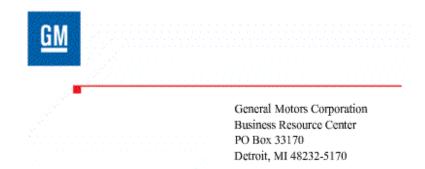
This matter has been referred to the Early Resolution program for settlement review.

Your response is needed to continue review of the case. Please reply only by email by selecting one of the following options:

- A) I am unaware of this case and have no information to provide you. However, I am interested in the outcome and would like to be contacted about the settlement offers.
- B) I am unaware of this case and have no information to provide you. Please notify me after a decision has been reached between the Early Resolution Program and the attorney.
- C) I am aware of this case and have information that may be useful to your review. (If selecting this option, please provide the information in your email reply.)

Thank you

Emma Salinas 866-790-5700-ext.21206 General Motors Early Resolution Program



#### VIA FAX ONLY

April 9, 2009

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

RE: v. General Motors Corporation

Service Request: 71-669604638 GM Legal Staff Case: 666656 2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667

Customer Relationship Specialist: Daniel Villela

Dear Ms. Postelli:

Enclosed is a copy of our file regarding the above referenced case. It is being removed from the Early Resolution Program and turned over to you for further handling. Please see the "Reason for Removal" section of the "Case Assessment" form.

In case you need to contact the District Service Manager, his name is John Haley, on PH: (800) 248-0178, Mailbox #8263.

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

LG0037 V07092007

















### Daniel Villela/Austin/GM1

03/23/2009 03:36 PM

To hbradley@consumerlawcenter.com

CC

bcc

Subject Combest v. GM, VIN 1G1AM15B667



Mr. Bradley,

On 3/13/09, a fax was sent to you regarding a proposed settlement of the above referenced matter (see attachment). Please confirm that the faxed offer letter was received and any response from the client. Thank you.

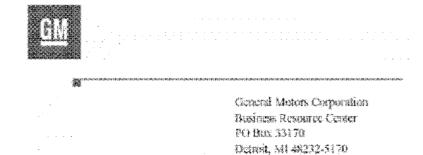
Regards,

Daniel Villela Legal Agent - BRC Legal Dept. Aditya Birla Minacs Phone: (800) 231-1841 ext. 21341 | daniel\_villela@gmexpert.com



Fax: (866) 270-0207

Mar 13 fax Offer.TIF



### VIA FAX ONLY

February 13, 2009

Harry Bradley, Esq. Krohn & Moss, Ltd. 120 W Madison 10th Fl Chicago, IL 60602

RE:

Service Request: 71-669604638 2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667

Dear Mr. Bradley:

This is to advise that General Motors is in receipt of the above referenced case dated February 13, 2009. This case file has been assigned to General Motors' Early Resolution program, and you will be contacted in the next 10-15 calendar days for review. The Early Resolution program is designed to facilitate early settlement of warranty matters within a 45-day timeframe.

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

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

Copy of owner's current title and/or registration Attached Release of Lien	Finance agreement Buyer's agreement
General Motors Corporation	
ATTN: BRC Legal	
P.O. Box 33170	
Detroit, MI 48232	

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

Sincerely,

General Motors Corporation

cc: via fax 708/418-8916 Connie J. Postelli, Law Office of Connie J. Postelli















### RELEASE OF LIEN INFORMATION

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





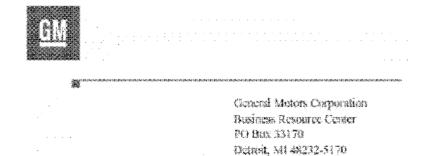












### VIA FAX ONLY

February 13, 2009

Harry Bradley, Esq. Krohn & Moss, Ltd. 120 W Madison 10th Fl Chicago, IL 60602

RE:

Service Request: 71-669604638

2006 Chevrolet Cobalt

Vehicle Identification Number: 1G1AM15B667

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General Motors Corporation	
ATTN: BRC Legal	
P.O. Box 33170	
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Sincerely,

General Motors Corporation















LAW OFFICE OF CONNIE POSTELLI Mar. 3. 2009 10:56AM

No. 6052

Fated to Cortney 2-13-09

CT Corporation

Service of Process Transmittal

02/12/2009

CT Log Number 514434398

TO:

Connie Postelli

Law Office of Connie J. Postelli

19952 Torrence Avenue Lynnwood, IL 60411

RE:

Process Served in Indiana

FOR:

General Motors Corporation (Domestic State: DE)

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

TITLE OF ACTIONS

Pltf. vs. General Motors Corporation, Pft.

DOCUMENT(S) SERVED:

Summons, Complaint, Exhibits

COURT/AGENCY:

Jennings County Circuit Court, IN

Case # 40C010902PL22

NATURE OF ACTION:

Product Liability Litigation - Breach of Warranty - 2006 Chevrolet Cobalt - VIN #

1G1AM15B667

ON WHOM PROCESS WAS SERVED:

C T Corporation System, Indianapolis, IN

DATE AND HOUR OF SERVICE:

By Certified Mail on 02/12/2009 postmarked on 02/06/2009

APPEARANCE OR ANSWER DUE:

Within 23 days commencing day after receipt of summons

ATTORNEY(S) / SENDER(S):

Harry C. Bradley Krohn & Moss, Ltd. 120 West Madison Street 10th Floor Chicago, IL 60602 312-578-9428

ACTION ITEMS:

SOP Papers with Transmittal, via Fed Ex 2 Day , 790157612867

Image SOP

Fax Transmittal, Rosemarie Williams 313-665-7572

CC Recipient(s)

Rosemarie Williams, via Regular Mail

SIGNED:

ADDRESS:

C T Corporation System 251 E. Ohio Street Sulte 1100 Indianapolis, IN 46204 317-396-9747

TELEPHONE

Page 1 of 1 / PJ

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

THE STATE OF INDIANA TO THE DEFENDANT:

GENERAL MOTORS CORPORATION c/o CT Corporations 251 East Ohio Street, Suite 1100 Indianapolis, IN 46204

SUMMONS

You have been sued by the person(s) identified as "Plaintiff" in the Court stated above.

The nature of the suit against you is stated in the COMPLAINT which is attached to this SUMMONS. It also states the demand which Plaintiff has made against you.

You must either personally or by your attorney file your written answer to the COMPLAINT with the Clerk within twenty (20) days commencing the day after this SUMMONS and the COMPLAINT were personally served upon you or your agent or left for you by the Sheriff or other process server.

In the event the SUMMONS and COMPLAINT were left for you and you then receive by first class mail (not certified) a copy of the SUMMONS alone, this mailing is merely a confurnation that the SUMMONS and COMPLAINT were previously left for you. You should not consider the date on which you receive the mailed SUMMONS as the commencement date for the time period allowed for your answer. Rather, the time period allowed for your written answer commences on the date when the SUMMONS and COMPLAINT were first personally served upon you or your agent or left for you by the Sheriff or other process server.

However, if you or your agent first received the SUMMONS and the COMPLAINT by certified mail, you have twenty-three (23) days from the date of receipt to file your written answer with the Clerk.

If you fail to answer the COMPLAINT of the Plaintiff within the times prescribed herein, judgment will be entered against you for the Plaintiff has demanded.

If you claim against the Plaintiff arising from the same transaction or occurrence, you may be required to assert such claim in writing together with your written answer.

The following manner of service is hereby designated: Certified Mail by attorney

KROHN & MOSS, LTD.

Harry C. Bradley
Attorney for Plaintiff

120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 24103-49

Date: Z-209

CLERK OF THE JENNINGS CIRCUIT AND SUPERIOR COURTS

By: Deputy Clerk

IN THE HAGINAT COURT
JENNINGS COUNTY, INDIANA

FILED

FEB - **2** 2009

Plaintiff,	) Forall F. Blemen ) CLERK OF JENNINGS COURTS )
<b>v.</b>	) No. 40001-0902PL-022
GENERAL MOTORS CORPORATION,	)
Defendant.	)

### COMPLAINT

NOW COME the Plaintiff, by and through Plaintiff's attorneys, KROHN & MOSS, LTD., and for Plaintiff's Complaint against Defendant, GENERAL MOTORS CORPORATION, alleges and affirmatively states as follows:

### **PARTIES**

- 1. Plaintiff, ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Indiana.
- 2. Defendant, GENERAL MOTORS CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Indiana and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services.

  Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Fletcher Chrysler ("Seller").

  Manufacturer does business in all counties of the State of Indiana.

Mar. 3. 2009 10:56AM

### BACKGROUND

- 3. On or about May 7, 2008, Plaintiff purchased from Seller a 2006 Chevrolet Cobalt ("Cobalt"), manufactured by Manufacturer, Vehicle Identification No.

  1G1AM15B667 for valuable consideration (A copy of Plaintiff's purchase contract is attached hereto and marked as Exhibit "A").
- 4. The price of the Cobalt, excluding registration charges, document fees and sales tax, and other collateral charges, such as bank and finance charges, totaled more than \$15,150.00.
- 5. In consideration for the purchase of the Cobalt, Manufacturer issued and supplied to Plaintiff several written warranties, including a three (3) year or thirty-six thousand (36,000) mile factory warranty, as well as other standard warranties fully outlined in the Manufacturer's Warranty booklet.
- 6. On or about May 7, 2008, Plaintiff took possession of the Cobalt and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Cobalt.
- 7. Manufacturer engages in nationwide advertising campaigns to sell vehicles, including the subject vehicle, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.
- 8. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of the Seller's place of business.

Mar. 3. 2009 10:56AM

- 9. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.
- 10. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to enter into a sales and service agreement with Manufacturer that is reduced to a writing.
- 11. Manufacturer requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiff herein, with Manufacturer's written warranty described above at the time of sale.
- 12. In requiring Seller to provide Manufacturer's written warranty, Manufacturer undertakes, at the time of sale, the responsibility of repairing its vehicles, including the subject vehicle herein, and makes the accompanying promise to repair in consideration for the sale of the vehicle.
- 13. Manufacturer issues and supplies to consumers, including Plaintiff herein, its written warranty described above as an inducement for the sale of the subject vehicle.
- 14. Manufacturer provides Seller with a hidden rebate/commission after Plaintiff's purchase of the subject vehicle that is not reflected on Plaintiff's purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.
- 15. The retail price of the subject vehicle is determined by Manufacturer and not Seller.
- 16. The defects described below violate the express written warranties issued to Plaintiff by Manufacturer, as well as the implied warranty of merchantability.

- 17. Plaintiff brought the Cobalt to Seller and/or other authorized service dealers of Manufacturer for various defects, including but not limited to the following:
  - Defective engine and electrical system as evidenced by defective synchronizers and illumination of the SES light;
  - b. Defective transmission as evidenced by hard shifting conditions and grinding;
  - Defective body and/or trim as evidenced by defective door handle; and
  - d. Any additional defects as contained on repair orders of Manufacturer's authorized dealerships.
- 18. Plaintiff provided Manufacturer through Seller and/or other authorized dealers of Manufacturer sufficient opportunities to repair the Cobalt.
- 19. Manufacturer through its authorized dealers was unable and/or failed to repair the Cobalt within a reasonable number of attempts.
- 20. Plaintiff justifiably lost confidence in the Cobalt's reliability and said defects have substantially impaired the value of the Cobalt to Plaintiff.
- 21. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff acceptance of the Cobalt.
- 22. As a result of these defects, Plaintiff revoked acceptance of the Cobalt in writing on September 30, 2008 (A copy of said letter is attached hereto and marked as Exhibit "B").
- 23. At the time of revocation, the Cobalt was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.
- 24. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

- 25. The Cobalt remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.
- 26. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its express and implied warranties.

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

- 27. Plaintiff realleges and incorporates by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.
- 28. Plaintiff is a purchaser of a consumer product who received the Cobalt during the duration of a written warranty period applicable to the Cobalt and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.
- 29. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.
- 30. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.
- 31. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Cobalt was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
- 32. Plaintiff's purchase of the Cobalt was accompanied by written factory warranties for any non-conformities or defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Cobalt to repair the Cobalt or take other remedial action free of charge to Plaintiff with respect to the Cobalt in the event that the Cobalt failed to

meet the specifications set forth in said undertaking.

- 33. Said warranties were the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Cobalt to Plaintiff.
- 34. Said purchase of Plaintiff's Cobalt was induced by, and Plaintiff relied upon, these written warranties.
- 35. Plaintiff has met all of Plaintiff's obligations and preconditions as provided in the written warranties.
- 36. As a direct and proximate result of Manufacturer's failure to comply with its express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief. WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:
  - a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;

Incurred and/or needed costs of repair

- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- Such other and further relief that the Court deems just and appropriate.

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

- 37. Plaintiff realleges and incorporates by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.
- 38. The Cobalt purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

- 39. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.
- 40. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.
- 41. Pursuant to 15 U.S.C. § 2308, Plaintiff's Cobalt was impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Cobalt was intended.
- 42. The Cobalt was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.
- 43. The above described defects in the Cobalt render the Cobalt unfit for the ordinary and essential purpose for which the Cobalt was intended.
- 44. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

### COUNT III REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d) OF THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

- 45. Plaintiff realleges and incorporates by reference as though fully set forth herein, paragraphs 1-26 of this Complaint.
  - 46. Manufacturer's tender of the Cobalt was substantially impaired to Plaintiff.
- 47. Manufacturer's tender of the Cobalt, which was substantially impaired to Plaintiff, constitutes a violation of 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

### JURY DEMAND

Plaintiff demands trial by jury on all issues in this action.

Respectfully Submitted, KELLY COMBEST

Attorney for Plaintiff

Harry C. Bradley KROHN & MOSS, LTD. 120 West Madison Street, 10<sup>th</sup> Floor Chicago, Illinois 60602 (312) 578-9428 Attorney No. 24103-49 Mar. 3. 2009 10:57AM LAW OFFICE OF CONNIE POSTELLI

No. 6052 P. 11

EXHIBIT A

Mar. 3. 2009 10:57AM

LAW OFFICE OF CONNIE POSTE

DEAL#: 10868 Your Five Star Dealer

Where Everybody Gets A Great Deal

CUST#: 39033 www.fletcherchrysten.com
3099 N. Morton Street • Franklin, IN 46131 PH 317-738-4170 FAX 317-738-4282

No. 6052

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has been made or entered into, or will be recognized. I hereby cer appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

FLETCHERCHRYSLER PRODUCTS, Inc.

U.S. 31 North & 3099 N. Morton FRANKLIN, IN 46131

Phone (317) 738-4170 Mar. 3. 2009 10:57AM LAW OFFICE OF CONNIE POSTELLI

No. 6052 P. 13

EXHIBIT B

Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinoia, Indiana, Minimasta, Minesari, Norada, Ohio, Waconzio, Washington, DC)
Main Office

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

Whiter's Direct Number (512) 578-9428 Whiter's Direct Faceimile (866) 289-6141 Whiter's Direct E-Mail Abredler@consumerlsweepter.com Writer licensed to practice only in: Indiana

September 30, 2008

General Motors Corp. - GM Legal Staff c/o MSX International 1919 Concept Drive Warren, MI 48091

RE.

. General Motors Corporation

Our Client:

Vehiclos

2006 Chevrolet Cobalt

Date of Delivery:

May 7, 2008

VIN:

1G1AM15B667

Our File No.:

H08011516S

Dear Sir or Madam:

Please he advised that this office represents the above-named individual regarding claims against <u>General Motors Corporation</u> pursuant to the Federal Magnuson-Moss Warranty Act and/or Indiana Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

- 1. Defective engine and electrical system as evidenced by defective synchronizers and illumination of the SES light;
- 2. Defective transmission as evidenced by hard shifting conditions and grinding;

September 30, 2008

- 3. Defective body and/or trim as evidenced by defective door handle; and
- Any additional complaints actually made, whether contained on your company's invoices or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle.

As I am sure you are aware, the "Shaken Faith" doctrine under the U.C.C. states:

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

Zebriskie Chevrolet, Inc. v. Smith

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects which were never repaired after a number of attempts, could revoke. <u>See Durfee v. Rod Baxter Imports</u>.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumers lament in the following manner:

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

My client's repair history clearly shows there was a breach of the written warranty "based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty."

Kure v. Chevrolet Motor Division, 581 P 2d 603, 608.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle and has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and componention for damages.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Indiana Consumer Fraud remedies.

If the seller <u>[or, if applicable the assignee, or any creditor subject to the FTC Holder Rule]</u> has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a

Page 3

September 30, 2008

termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(I) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any further litigation, my client merely requests a full refund for the defective product, which includes the contract price, plus all sales tax, document fees, finance interest, satisfaction of all liens, the costs of any added optional equipment, any out pocket repair expenses, the unexpended portion of any registration and plates, plus payment of attorneys' fees. In return, my client will waive any incidental and consequential damages for aggravation and inconvenience at this point. Please note that our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

Sincerely

Harry C. Bradley Attorney at Law

ee: HB/msk

### Country Chevrolet, Pontiac, Buick, Inc.

Highways 3 & 7 P.O. Box 908 North Vernon, Indiana 47265

CHEV. 25-042 PONT. 09-059 BUICK 51-376

1845 N. State Street
P.O. Box 908
North Vernon, IN. 47265
Phone #812-346-8721
Columbus #812-376-3786
Phone #1-877-346-8721
Fax #812-346-5139

Send To: GM Legal Dept	From: Venus Smith
Attention:	Date: 2-16-09
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plare A Great Day (i)

### PRIVACY NOTICE:

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

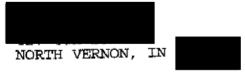
# NORTH VERNON, IN

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CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC.

1845 N. State Street - P.O. Box 908 (812) 346-8721 - Columbus 376-3786 NORTH VERNON, INDIANA 47265 (877) 346-8721

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COUNTRY

CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC. 1845 N. State Street - P.O. Box 908

1845 N. State Street - P.O. Box 906 (812) 346-8721 - Columbus 376-3786 NORTH VERNON, INDIANA 47265 (877) 346-8721

JAMES W HILL SERVICE ADVISOR PRINTED INVOIGE NO F.O. NO. TAG NO: MEHICLE IDENTIFICATION EUST, NO. HEPAN, ORDER DATE READY STOCK NO. 125110 210CT08 10085 1G1AM15B667 21OCT08 02OCT08 9sô TELEPHONE NO. MAKE & MODEL MEAR TIME HEAD! TIME IN 29 29 19JAN06 06 CHEVROLET COBALT 13:22 11:00 48.3 MILEAGE OUT LICENSE NO. MULEAGE IN 37672 37672 P Product 2.94 0.49 0.49 6 10121502 RETAINER-RPS REPAIR PER ESTIMATE 536.80 536.80 CBBR 12.20 33 **对热电流 1**000 RPE REPAIR PER ESTIMATE 156.00 156.00 2.60 33 CMB ESTIMATE RPE REPAIR PER 646.80 646.80 14.70 CB35 SUBL TOWING 140.00 140.00 CBBR rc: SUBL PAINT AND MATERIALS 125.55 125.55 CPNTB SUBL PAINT AND MATERIALS 203.61 203.61 CMAT 913 - para juga da kanggaran kanggaran kanggaran da kanggaran da kanggaran kanggaran kanggaran kanggaran kanggaran en den en haven ene dem en 24. En en 2021, konstant en 2021 en 2021 en 2021 en 2021 en 2021 en 2021 en 2021 en grinsskijt in gete ografio sveto i Pod kogo sladištikog povetoveta na koje, preje i tokato sa kreje postava da okre 0 TOTALS DESCRIPTION PRE-INVOICE \* \* I hereby authorize the repair work herein sail torth to be point LABOR AMOUNT 1379.55 I hereby suthorize the repair work herein set 10th to Let Bond along with the necessary material and agree that you see on responsible for loss or demage to vehicle or apticate left in vehicle in case of fire, theft, or any other cause hereal dyaper control or for any delays caused by unavailability of parts of delays in parts shipments by the supplier of transported hereby great you and/or your employees parallelated to supplier of the parts 2911.91 PARTS AMOUNT 0,00 GAS, OIL, LUBE SUBLET AMOUNT 469.16 0.00 MISC. CHARGES 4760.62 TOTAL CHARGES LESS INSURANCE 0.00 I HEREBY ACKNOWLEDGE RECEIPT OF A COFY HEREOF. 226.87 SALES TAX PLEASE PAY

THIS AMOUNT

ON REMAIL OF SCAVILING DEALER, I HERBBY CONTENT THE INFORMATION CONTAINED HERBON IS ACCUMATE UNLIES OTHERWISES SHOWN, SERVICES DESCRIPTION WERE PERFORMED AT NO CHARGE TO OWNER, THURF WAS NO INDICATION FROM THE APPEARANCE DE THE VEHICLE OR OTHERWISE. THAT ANY PAINT REPAIRED UN HUPLACED UNDER THIS DI AIM HAS REEN CONNICTED IN ANY HAVE WITH ANY COORDINAT, RESULGENCE OR MISURE, RECORDS SUPPORTING THE CLARM AND AVAILABLE (OR 1) YEAR FROM THE DATE OF HAYMEN'S NOTIFICATION AT THE SERVICING DEALER FOR INSTITUTION BY MANUFACTURED S REPRESENTATIVE.

(SIGNET) B/S FILE COPPORTS, MALAYOR OF ALTERDRICAS PERCOS

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NORTH VERNON, IN

COUNTRY
CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC.
1845 N. State Street - P.O. Box 908
(812) 346-8721 - Columbus 376-3786
NORTH VERNON, INDIANA 47265
(877) 346-8721

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PAGE 01/03 No.6764 P. 1

### LAW OFFICES OF Connie J. Postelli

2117 North Main Street Crown Point, Indiana 46307 Telephone: 219/662-1300

August 25, 2009

Approved 8-25-09 Jamesa J. Hol

Tamera Schultz
Legal Assistant
General Motors Corporation
Legal Staff
300 Renaissance Center
Tower 300, 24<sup>th</sup> Floor
Detroit, MI 48262-3000

### CHECK REQUEST FOR CASH SETTLEMENT (CAPTION BELOW)

RE: v. General Motors Corporation

2006 Chevrolet Cobalt, VIN#1G1AM15B667

GM Legal Case No: 666656

Dear GM Legal:

Based on the unfavorable repair history below, and for purposes of customer satisfaction, we have negotiated a cash settlement of this matter for a total of \$6,750.00. Pursuant to the authority given to me by Lora Hauswirth, please prepare and forward the drafts below to my office.

K, 10 - Transmission - Manual Clutch General -- Inoperative

A draft for \$6,750.00 to be made payable to:

and Krohn & Moss, LTD.

North Vernon, IN Telephone:

Current mileage: 48,000

2. The tax ID for Krohn & Moss, Ltd. is:

Krohn & Moss, Ltd. 120 West Madison Street Chicago, IL 60602 Tax ID #: 36-4065555 Page 2 Letter to GM Legal August 25, 2009

Thank you for your assistance in this matter. Should you have any questions or comments, feel free to contact me.

Very truly yours,

Connie J. Postelli

STATE OF INDIANA	)	IN THE JENNINGS CIRCUIT COURT
COUNTY OF JENNINGS	) SS: )	SITTING IN VERNON, INDIANA
,		)
Plaintiffs,		)
v.		) CAUSE NO. 40C01-0902-PL-0022
GENERAL MOTORS CORP	ORATION,	<u> </u>
Defendant.		)

No. 6764 Ρ.

Depatri	W-9 lovember 2006) ant of the Treatmy Resease Bardon	Request for Taxpayer Identification Number and Certific	ation	Give form to the requester. Do not send to the IRS.
s on page 2.	<u> </u>	m your Record tax return on the californ and from accord		
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Pala		er Identification Number (TIN)		
Enter backu allen, your e Note, humbs	yötir TIN in the sip p withholding, Fo sale proprietor, or sriployer identifica	Sféibliais box. This TIN provided must make the name given on the 1 to Individuals, this is your addled securily number (SSM). However, for a resi dangarded entity, use the Part I hympotiens on page 3. For other entitle than number (EPV). If you do not have a number, see how to get a 77% on In more than one name, see the chart on page 4 for guidelinas on whose	cient s, k is page 3.;	mity sundor  +   +            , or  destinations

Linder pareities of perjury, I certify that:

- The number shown on this form is my correct texpayer identification number (or I am waiting for a number to be issued to me), and
- I star not subject to backup withholding because. (a) I am exempt from backup withholding, or (b) I have not been notified by the internal Personne Service (First that I am subject to beckup withholding as a nearly of a talking to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to beckup withholding, and

3. I am a U.S. person (including a U.S. resident aller).

Cartification instructions. You must cross out flore a above it you pave been notified by the ESS that you are outrarily subject to backup withinking because you have failed to apport all interest end dividends on your fex return. For real estate instructions, item 2 does not apply. For marigues interest paid, adulation of standorsheat of secured property, convolution of dobt, contributions to an individual refirement arrangement (RA), and generally, payments either than interest and objection, you are not required to sign the Certification, but you must provide your correct TiN. (Section Schools of page 4.)

**Sign** 

Signature of U.S. person P

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct tempayer identification number ITIN) to report, for example, income paid to you, real estate fransactions, mortgage interest you paid, acquisition or abandonment of secured property, canoolation of debt, or contributions you made to an IRA.

U.S. person, Use Form W-8 only if you are a U.S. person (including a resident alien), to provide your contact TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TN you are giving to correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

in 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on fereign partners' share of affectively connected income.

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

For federal tex purposes, you are considered a person if you ara;

- An inclividual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign cetate) or trust. See Regulations sections 801.7701-8(s) and 7(s) for additional information.

Special rules for partnerships, Partnerships that conduct a trade or business in the United States are generally required to pay a withinking tex on any toyeign partners' share of income from such business. Further, in certain cases where a form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tex. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide from W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. share of partnership income.

The parson who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of not knowns from the partnership conducting a trade or business in the United States is in the Inflowing cases:

The U.S. owner of a disregarded entity and not the entity.

Clawson, MI

Service Request: 71-670676934

Dear

We sincerely regret that you experienced a concern with your 2006 Chevrolet Cobalt, which resulted in an unexpected repair expense to you.

We value you as a Chevrolet owner and your satisfaction with our products is a high priority. After consideration, we believe you are entitled to a reimbursement. We have enclosed a check in the amount of \$341.99. We hope this goodwill adjustment will offset, to some degree, the inconvenience that this repair may have caused you.

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

Sincerely,

Chevrolet Customer Assistance Center