

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	██████████	<u>Inspection Date:</u>	8/28/2008
<u>Vehicle Brand:</u>	Chevrolet	<u>Model:</u>	2009 Cobalt
<u>File #:</u>	71-657047782	<u>VIN:</u>	1G1AT18H197 ██████████

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.



**PRODUCT ALLEGATION RESOLUTION  
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Customer's Name: [REDACTED]  
Vehicle Brand: **Chevrolet**  
File #: **71-657047782**

Inspection Date: **8/28/2008**  
Model: **2009 Cobalt**  
VIN: **1G1AT18H197 [REDACTED]**

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	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.

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Inspection Date: **8/28/2008**  
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VIN: **1G1AT18H197 [REDACTED]**

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 displayed? Describe and obtain codes using a Tech II	No Current Tech II codes Tech II-History: 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.

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

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:

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

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)

	<u>SIZE</u>	<u>PRESSURE (psi)</u>	<u>PRESSURE AT MAXIMUM LOAD(psi)</u>
TIRES	<b>P225/60R16</b>	<u><b>30</b></u>	<u><b>30</b></u>
SPARE TIRE	<b>N/A</b>		

### **Section 7 SITE INSPECTION**

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Customer's Name: [REDACTED]

Inspection Date: 8/28/2008

Vehicle Brand: Chevrolet

Model: 2009 Cobalt

File #: 71-657047782

VIN: 1G1AT18H197 [REDACTED]

**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.

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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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<u>Customer's Name:</u>	[REDACTED]	<u>Inspection Date:</u>	8/28/2008
<u>Vehicle Brand:</u>	Chevrolet	<u>Model:</u>	2009 Cobalt
<u>File #:</u>	71-657047782	<u>VIN:</u>	1G1AT18H197 [REDACTED]

**Section 9****OTHER REPORT INFORMATION**

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

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

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

☒ **Photographs**      ☐ **Data Downloads** This vehicle is not presently supported by Vetronix CDR and no data is available.      ☐ **Other Records**



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## facsimile transmittal

**To:** Ed Lynom

**Fax:** (412) 299-7507

**From:** Joe Garcia

**Date:** October 3, 2008

**Re:** 1G1AT18H197 [REDACTED] - 71-  
657047782 - [REDACTED]

**Pages:** 2

**CC:**

☐ Urgent

☐ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

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**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 pre-authorization 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.

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08/28/2008 at 03:12 PM  
24144

Job Number:

**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: [REDACTED] Claim #  
Owner: [REDACTED] Policy #  
Address: [REDACTED] Deductible:  
PITTSBURGH, PA Date of Loss:  
Other: [REDACTED] 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

Insurance  
Company:

Days to Repair

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

VIN: 1G1AT18H187 [REDACTED] Lic: Prod Date: Odometer:  
Air Conditioning Rear Defogger Tilt Wheel  
Intermittent Wipers Keyless Entry Theft Deterrent/Alarm  
Message Center Dual Mirrors Console/Storage  
Clear Coat Paint Power Steering Power Brakes  
Power Windows Power Locks Power Mirrors  
Power Trunk/Tailgate AM Radio FM Radio  
Stereo Search/Seek CD Player  
Premium Radio Auxiliary Audio Connectio Satellite Radio  
Driver Air Bag Passenger Air Bag Head/Curtain Air Bags  
Cloth Seats Bucket Seats 5 Speed Transmission  
Overdrive Full Wheel Covers

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		HOOD				
2	Repl	Hood	1	239.70	1.1	2.8
3		Add for Clear Coat				1.1
4		Add for Underside(Complete)				1.4
5		FRONT LAMPS				
6	Repl	LT Headlamp assy w/o SS w/o mount bracket	1	143.50	Incl.	
7		Aim headlamps			0.5	
8		FENDER				



**PRELIMINARY ESTIMATE**

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

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
9*	Rpr	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 PROTECTION/RUSTPROOF~	1	15.00	T	0.2
23#		MASK JAMBS~	1			0.2
Subtotals ==>				803.19	6.5	10.8

Parts		778.69
Body Labor	6.5 hrs @ \$ 44.00/hr	286.00
Paint Labor	10.8 hrs @ \$ 44.00/hr	475.20
Paint Supplies	10.8 hrs @ \$ 25.00/hr	270.00
Sublet/Misc.		24.50

SUBTOTAL		\$ 1834.39
Sales Tax	\$ 1830.89 @ 7.0000%	128.16
GRAND TOTAL		\$ 1962.55

ADJUSTMENTS:		
Deductible		0.00

CUSTOMER PAY		\$ 0.00
INSURANCE PAY		\$ 1962.55



2009 6 bolt

Ap Condensor 22696030) \$335.15

Reclinator 22731217) \$350.28

Fan Shroud 15849635) \$162.80

Alignment 59.95

Solutions in fasteners, chemicals, tools and inventory management

1-800-**WURTH** US

[www.wurthusa.com](http://www.wurthusa.com)

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

GM GlobalConnect - Microsoft Internet Explorer provided by GMCARS

File Edit View Favorites Tools Help



Address https://www.autopartners.net/apps/naowb/naowb/delivervehicle/dv\_09c.do?selectedtab=summary

Vehicle Category:	GM, New	Plan Customer:	Individual
Division:	Chevrolet	Customer Type:	Owner
VIN:	1G1AK58F987 [REDACTED]	[REDACTED]	
		Hagerstown, Maryland, United States - [REDACTED]	
		Evening Phone:	
		Primary Language:	English
		Secondary Language:	

## Sales Information

Dealer Code:	32888
Action:	Add Protection Plan
Odometer:	1257
Delivery Date:	08/29/2008

## Plan Lienholder

Lienholder Type:	Other
	Chevrolet
	PO Box 33170
	Detroit, Michigan - 48232

## Protection Plans

Plan Purchase Date:	08/29/2008
In Service Date:	08/29/2008

Plan Type:	Smart Care Retail
Term:	24
Mileage Limit:	30000
Deductible:	0
Rental Type:	None
Plan Price:	\$ 0.00
Tax:	\$ 0.00
Total:	\$ 0.00

Done





## 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 [REDACTED]

Status: Pending

Dealer Code: 32888

User ID: 1w3iz8

Transaction Date: 08/29/2008

User Role: Central Office Administrator

Transaction Type: GM Protection Plan

Timestamp Date: 2008-09-03-14.24.03.833594

Transaction Messages:

1097 - GMPP sent to MIC

**H & H****Chevrolet, Oldsmobile,  
Pontiac, & Cadillac**

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

Fax

To: GM AVM TEAMFrom: H&H ChevroletFax: 1-866-430-2718Pages: (Including cover page) 3Phone: (717) 532-2121Date: 8/27/08Re: 71-657940867☐ Urgent☒ For Review☐ Please Comment☒ Please Reply

Comments:

## General Motors Dealership Empowerment Process

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

- 1) Please complete this template by either typing or legibly writing in all required information
- 2) Either fax the completed template to 1-866-430-2718, or attach to an e-mail and send to [AVM.TEAM@GMEXPERT.COM](mailto:AVM.TEAM@GMEXPERT.COM)
  - o 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	<input checked="" type="checkbox"/> NEast	<input type="checkbox"/> SEast	<input type="checkbox"/> NCentral	<input type="checkbox"/> SCentral	<input type="checkbox"/> Western
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Service Manager Name & Phone Number	Chuck Comp (717) 532-2121
Dealership Name, Location & BAC Number	H & H Chevrolet, Pontiac, Cadillac Shippensburg, PA 17257 113877
CAC Case (SR) Number (if known)	71-657940 867
Customer Name (Mr., Ms., Mrs. First, MI, Last)	[REDACTED]
Customer Complete Mailing Address	[REDACTED] HAGERSTOWN, MD [REDACTED]
Daytime Phone Number	[REDACTED]
Evening Phone Number	[REDACTED]
FULL VIN	1G1AK58F987 [REDACTED]
Current Mileage	1,257
District Service Manager Name & Cell Phone Number	Joe Wilson (610) 299-1229
<b><u>Customer's Concern(s) And Business Reason(s) For Offering Goodwill to this Loyal, Appreciative, Deserving Customer</u></b>	CEL, Security Lights ON + Power Steering Stopped WORKING. 2 Times IN 7 U Codes For NO Communication w/BCM TAN CASE 10436142. Found BAD Circuits + TERMINALS. Test Drive 412 miles AFTER Repair. LOYAL GM OWNER. Paid cash for CAR. HAS LOST Trust in Vehicle BUT willing to ACCEPT Repair. Low Miles. Customer Preferred Smart Care To GMPP S/C.
Additional Information Such As RO #s Or Used Vehicle Purchase Information (date & mileage at used vehicle purchase, and seller)	RO 6033236 - Repair 8/27/08 845 miles. RO 6033013 - 8/4/08 CONCERN NOT Duplicated 680 miles.

## **GMPP Smart Care**

<input type="checkbox"/>	<b>GMPP Smart Care</b>		
<b>Definition:</b>	A complimentary plan providing basic maintenance services for a variety of time and mileage intervals		
<b>Purpose:</b>	To provide added value for deserving customers to offset an inconvenience		
<b>When to use:</b>	<ul style="list-style-type: none"> <li>➤ To recognize &amp; thank a customer for their cooperation &amp;/or patience</li> <li>➤ To promote normal maintenance</li> <li>➤ As an alternative to a maintenance letter or component letter</li> </ul>		
<b>When NOT to use:</b>	<ul style="list-style-type: none"> <li>➤ In conjunction with other goodwill tools</li> <li>➤ In cases of property damage or personal injury</li> <li>➤ When the vehicle has a branded or salvaged title</li> <li>➤ If customer has pursued third party intervention (BBB or legal)</li> </ul>		
<b>Parameters of use:</b>	<ul style="list-style-type: none"> <li>➤ Can be offered in or out of warranty</li> <li>➤ Match terms to the owner's purchase cycle</li> <li>➤ Smart Care will not pay any claims past 100,000 miles</li> <li>➤ <u>Coverage begins at the plan purchase date &amp; mileage, NOT the vehicle's original in-service date</u></li> </ul>		
<b>Examples:</b>	<ul style="list-style-type: none"> <li>➤ The diagnostic/repair process took longer than normal, and the customer was understanding and cooperative</li> <li>➤ A "one-time" maintenance offer is insufficient</li> </ul>		
<b>Matrix of Available GMPP Smart Care Plans</b>			
<input type="checkbox"/>	12/12,000	<input type="checkbox"/>	24/24,000
<input type="checkbox"/>	12/15,000	<input checked="" type="checkbox"/>	24/30,000

June 17, 2011

[REDACTED]  
Hagerstown, MD [REDACTED]

Service Request: 71-658904294  
Customer Relationship Specialist: Tiffany Schmoldt

Dear [REDACTED]:

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[REDACTED] 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 [www.mygmmlink.com](http://www.mygmmlink.com). This free online service offers vehicle and ownership-related information and tools tailored to your specific vehicle.

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



CHECK No. [REDACTED] 50-93  
213

DATE 11/17/08 \*\*\*\*\*5,140 DOLLARS \*\*\*\*\*00 CENTS \*\*\*\*\*5,140.00 AMOUNT

PAY  
TO THE  
ORDER  
OF

PHILADELPHIA, PA

North American Operations  
General Motors Corporation  
Disbursement Account

*[Signature]*  
SIGNATURE

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

AUDIT



VENDOR  
UNUS NO BB 000000021

VENDOR NAME [REDACTED]

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

DETACH BEFORE DEPOSITING CHECK  
CHECK NO. [REDACTED]  
PAYMENT DATE 11/17/08

REGISTER NO. DESCRIPTION	INVOICE DATE	DOC. REFERENCE NUMBER	% DISC.	INVOICE AMOUNT	DISC. AMOUNT	NET AMOUNT
1G1AK52F857	11/13/08 71-658906054	VM-1-B87U9K 1-B87U9K	00.0000	5,140.00	.00	5,140.00
TOTAL				5,140.00	.00	5,140.00

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

H3



November 11, 2008

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

RE: [REDACTED] v. General Motors Corporation  
Service Request: 71-658906054  
2005 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AK52F857 [REDACTED]  
Customer Relationship Specialist: Mary Williamson

Dear Ms. Schmitt:

Enclosed please find a check in the amount of \$5,140.00 made payable to [REDACTED]  
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  
bcc  
Subject Re: [REDACTED]

Tammy,

Have you received the signed release for [REDACTED] yet?

Mary

"Tammy Schmitt" <tschmitt@mylemon.com>



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

To <mary\_williamson@gmexpert.com>  
cc  
Subject [REDACTED]

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

I, [REDACTED] (hereinafter referred to as "Releasor(s)"), on behalf of myself/ourselves and my/our assigns, heirs and executors, in consideration of: \$ 3,900.00 paid by General Motors Corporation, hereby release(s) and discharge(s) General Motors Corporation, its subsidiaries, its authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by General Motors Corporation, and their respective agents and employees from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2005 Chevrolet Cobalt bearing Vehicle Identification Number 1G1AK52F857 [REDACTED] ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Corporation agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against General Motors Corporation, Releasor(s) immediately will dismiss the proceeding with prejudice.

As consideration for the payment described above to be tendered in the form of one check in the amount of \$ 3,900.00, made payable to [REDACTED] and David J Gorberg & Associates.

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

Releasor(s) has/have carefully read and understand(s) this release. Releasor(s) agree(s) and acknowledge(s) that this Release constitutes the entire agreement between Releasor(s) and General Motors Corporation, and Releasor(s) is/are not relying on any representations, promises or inducements other than those stated in this release.

**PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE, YOU ARE SIGNIFYING THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.**

I/We agree to the terms of this Release of All Claims

DATE SIGNED: \_\_\_\_\_

\_\_\_\_\_  
Claimant's Signature

\_\_\_\_\_  
Claimant's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

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

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by [REDACTED]

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, type or stamp Commissioned Name of Notary Public

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

Type of identification \_\_\_\_\_

My commission expires: \_\_\_\_\_

CC: File

LG0029  
V6302006

**Desire Gallagher/Austin/GM1**

09/02/2008 11:31 AM

To  
paul.racioppo@gm.com

cc

Subject  
[REDACTED] 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 [REDACTED]. The customer's vehicle is a 2005 Chevrolet Cobalt with over 6,956 miles, VIN 57[REDACTED]. 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: [REDACTED]  
Service Request: 71-658906054  
2005 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AK52F857 [REDACTED]  
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](http://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

Attach.

X 7700  
Odometer

[Redacted Signature]

Client's Signature

Client's Signature

X 11-1-08  
Date

Date

**RELEASE OF CLAIM**

I, [REDACTED] (hereinafter referred to as "Releasor(s)"), on behalf of myself/ourselves and my/our assigns, heirs and executors, in consideration of: \$ 5,140.00 {\*\* AND \*\*} 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 release paid by General Motors Corporation, hereby release(s) and discharge(s) General Motors Corporation, its subsidiaries, its authorized independent dealers, any designers and suppliers of vehicles, parts and components that are distributed by General Motors Corporation, and their respective agents and employees from any and all claims, causes of action, demands, damages, and claims for attorney's fees and costs which directly or indirectly arise from, are related to, or are in any way associated with the purchase, repair, maintenance, operation, alteration, or use of Releasor(s) 2005 Chevrolet Cobalt bearing Vehicle Identification Number 1G1AK52F85 [REDACTED] ("Subject Vehicle"), including but not limited to any claims based on any alleged defects in the subject vehicle. This Release of Claim shall not be construed to release any of the above named persons or entities from any liability regarding claims of personal injury or products liability arising out of the use or operation of the Subject Vehicle after the date of execution of this release. Notwithstanding the above, General Motors Corporation agrees to honor the remaining term of the manufacturer's express limited warranty and any applicable GM Protection Plans which accompanied the sale of the subject vehicle. If Releasor(s) has/have initiated any court, arbitration or other proceeding against General Motors Corporation, Releasor(s) immediately will dismiss the proceeding with prejudice.

As consideration for the payment described above to be tendered in the form of one check in the amount of \$ 5,100.00, made payable to [REDACTED] and David J Gorberg 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 Release constitutes the entire agreement between Releasor(s) and General Motors Corporation, and Releasor(s) is/are not relying on any representations, promises or inducements other than those stated in this release.

**PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE, YOU ARE SIGNIFYING THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ITS TERMS.**

I/We agree to the terms of this Release of All Claims

DATE SIGNED: 11-1-08

[REDACTED]  
\_\_\_\_\_  
Claimant's Signature

\_\_\_\_\_  
Claimant's Signature

[REDACTED]  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Latrobe PA  
\_\_\_\_\_  
City, State, Zip Code

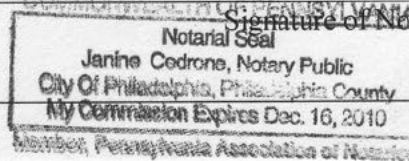
\_\_\_\_\_  
City, State, Zip Code

STATE OF PA

COUNTY OF Philadelphia

Sworn to (or affirmed) and subscribed before me this 1st day of November, 2008, by Lucia Polinsky.

Janine Cedrone  
\_\_\_\_\_  
Signature of Notary Public





Print, type or stamp Commissioned Name of Notary Public

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

Type of identification Almir's license

My commission expires: 12/16/10

CC: File

LG0029  
V6302006

**Privileged and Confidential Information**

**CASE ASSESSMENT ☐ LEGAL (NON SMALL CLAIMS)**

**By:** Desire ☐ Gallagher

**State:** PA

Customer Name: XXXXXXXXXX

Service Request: 71-658906054

Vehicle ID No.: 1G1AK52F857 XXXXXX

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  
involvement?: Y

Purchase Price of  
Vehicle: \$ 15120.00

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

☐ Steering

<b>Date:</b>	<b>RO <input type="checkbox"/>:</b>	<b>Days Out:</b>	<b>Mileage:</b>	<b>Description of Complaint and Repair Performed:</b>
4-28-08	47172	<input type="checkbox"/>	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	<input type="checkbox"/>	6877	C/S INTERM no power steering asst Repair: <b>PROBL related to repair</b> <input type="checkbox"/> 1 <input type="checkbox"/> electrical repair <input type="checkbox"/>
8-8-08	48997	1	6956	C/S Power Steering has no ASST INTERM Cause: Scan test fault code U2107 <input type="checkbox"/> U2100 Repair: Called TAC, told to replace terminals 4 <input type="checkbox"/> 5 at power steering control module and C2 terminals 1 <input type="checkbox"/> 19 at BCM. Clear codes and road test. TAC Case <input type="checkbox"/> 10431008

☐ Transmission

<b>Date:</b>	<b>RO <input type="checkbox"/>:</b>	<b>Days Out:</b>	<b>Mileage:</b>	<b>Description of Complaint and Repair Performed:</b>
1-15-07	50601	1	3158	<input type="checkbox"/> PC RO dlr Closed <input type="checkbox"/> 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

<b>Date:</b>	<b>RO <input type="checkbox"/>:</b>	<b>Days Out:</b>	<b>Mileage:</b>	<b>Description of Complaint and Repair Performed:</b>
3-14-06	847870	1	797	<input type="checkbox"/> PC RO Dlr Closed <input type="checkbox"/> 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	<input type="checkbox"/> PC RO Dlr Closed <input type="checkbox"/> C/S Rattle in door <input type="checkbox"/> 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.

☐ Electrical

<u>Date:</u>	<u>RO <input type="checkbox"/>:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
7-30-08	48817	1	6877	C/S SERV. Engine soon light is on <input type="checkbox"/> 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 <input type="checkbox"/> 2004240 <input type="checkbox"/> 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)

☐ Suspension

<u>Date:</u>	<u>RO <input type="checkbox"/>:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
5-5-08	47290	<input type="checkbox"/>	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.

☐ Wheel/Tires

<u>Date:</u>	<u>RO <input type="checkbox"/>:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
5-5-08	47290	<input type="checkbox"/>	6355	C/S Check tires excess wear Cause: Excess tire wear for miles Repair: Replace 2 tires for cust. Satisfaction.

☐ Maintenance

<u>Date:</u>	<u>RO <input type="checkbox"/>:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
1-15-07	50601	<input type="checkbox"/>	3158	<input type="checkbox"/> PC RO Dlr Closed <input type="checkbox"/> LOF
8-5-08	48913	<input type="checkbox"/>	6934	LOF

☐ Other

<u>Date:</u>	<u>RO <input type="checkbox"/>:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
5-2-06	35020	1	1212	<input type="checkbox"/> PC Doc RO too old for Dlr to pull because Dlr changed over owners <input type="checkbox"/> Recall <input type="checkbox"/> 05034 AC wiring or SIR module Repair: Rewire airbag as per recall bulletin claim type <input type="checkbox"/> <input type="checkbox"/> (1 of 2)
1-15-07	50601	<input type="checkbox"/>	3158	<input type="checkbox"/> PC RO Dlr Closed <input type="checkbox"/> State Inspection <input type="checkbox"/> State Emissions test.
1-8-08	53197	<input type="checkbox"/>	5511	<input type="checkbox"/> PC RO Dlr Closed <input type="checkbox"/> State Inspection

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:** ☐  
**ATTORNEY FEES:** ☐  
**OR INCLUSIVE OFFER:** ☐

**PLAINTIFF'S FINAL  
DEMAND:**

**DATE:**

**AMOUNT TO CUST:** ☐  
**ATTORNEY FEES:** ☐  
**OR INCLUSIVE OFFER:** ☐

TEAM MANAGER APPROVING:

Date:





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

**VIA FAX ONLY**

October 17, 2008

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

RE: [REDACTED]  
Service Request: 71-658906054  
2005 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AK52F857 [REDACTED]  
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](http://www.irs.gov). In addition, the IRS website will provide instructions for completing the W-9.

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

Sincerely,

General Motors Corporation

cc: FILE

LG0044  
V01032008

Attach.

---

Odometer

---

Client's Signature

---

Date

---

Client's Signature

---

Date





Mary Williamson/Austin/GM1

09/15/2008 12:59 PM

To tschmitt@mylemon.com

cc

bcc

Subject [REDACTED]

Tammy,

I am handling the file for [REDACTED] the GM SR # for this file is 71-658906054. I will be following up with you on a resolution very shortly. In order to fully evaluate this file I need a copy of the release of lien, finance agreement, buyer's agreement, current registration and all repair orders. If you have not sent these already please forward as soon as possible. If you have any questions please feel free to call or email me.

Mary Williamson  
General Motors Business Resource Center  
Legal Department

7401 E. Ben White Blvd, Bldg 3  
Austin, TX 78741  
Phone: 866-790-5600 x 31062  
Fax: 866-485-8229  
Email: mary\_williamson@gmexpert.com



Mary Williamson/Austin/GM1

10/08/2008 05:21 PM

To paul.racioppo@gm.com

cc

bcc

Subject [REDACTED] 71-658906054

Mr. Racioppo:

This email is to follow up on Service Request 71-658906054 for customer [REDACTED]. 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: [REDACTED] 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 assisatance. 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

VIN: 1G1AK52F8 57 [REDACTED] SELLG SCE: 13 MDL YR: 05 ORD NO: HXKJN4  
VIN TYPE: N

EVENT DESC	SS/ SITE CD	DOCUMENT NUMBER	I S	EVENT DT	INC CD	AMOUNT	
INCENTIVE MEMO	13 13285	00029707223		02/14/06	DAF	500.00	
INCTV PAYMENT	13 13285	00029707223		02/14/06	DAF	500.00	
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	1,500.00	
INCTV PAYMENT	13 13285	00029596687		01/26/06	XPQ	1,500.00	
INCTV APPLICATN	13 13285	00029596687		01/26/06	XPQ	1,500.00	
DLR TRADE D.O.E	13 13285			10/13/05		0.00	
DEALER TRADE (P	13 13285			08/09/05		0.00	
DLR TRADE D.O.E	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	13 13816	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	
PREFERENCE TO P	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	



Mary Williamson/Austin/GM1

10/17/2008 10:10 AM

To tschmitt@mylemon.com

cc

bcc

Subject [REDACTED]

Tammy,

I have attached our offer and release for [REDACTED]. 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

# LATROBE

## 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

Date: 9.2.08To: GMFrom: Dave ReidFax #: 866-213-9925Pages: 16 (incl. cover)

Attn: \_\_\_\_\_

URGENT

FOR REVIEW

PLEASE REPLY

COMMENTS:



**LATROBE****CHEVROLET****Latrobe Chevrolet**

1595 Mission Road

Latrobe, PA 15650

(724) 537-7723

Fax (724) 537-8058

INVOICE NO. <b>48997</b>		VIN <b>1 G 1 A K 5 2 F 8 5 7</b>		DATE <b>08/08/08</b>	
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>	TIME <b>09:15</b>	
MILES IN <b>6956</b>	MILES OUT <b>6957</b>	FIRST USE <b>02/09/06</b>	USED <b>LATROBE PA</b>	FROM <b>08/14/08</b>	
SERVICE CONTRACT			RED <b>H</b>	W: <b></b>	WRITER <b>CHUCK</b>

(1) C/S POWER STEERING HAS NO ASST.INTERM.  
 CHECK AND ADVISE  
 SCAN TEST FAULT CODE U2107 & U2100  
 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  
 AUTH.CODE "E"  
 (43-8537 DENNY-)

N6628      6N      OJ      T43      25      RDMO      166.38  
 Total Labor ..... 166.38

Total Repair (Warranty ) ..... 166.38

		W/C	INT.	CUSTOMER
<b>DISCLAIMER OF WARRANTIES</b> 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 fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said product.		<b>TERMS</b> No returns on electrical No special order items. A restocking charge will be applied on all items unless returned for credit or refund. No returns after 90 days.		
Page 1 of 1 Job 030		166.38	.00 Labor	.00
		.00	.00 Parts	.00
		.00	.00 Sublet	.00
		.00	.00 Shop Supplie	.00
		.00	.00 Oil/Grease	.00
		166.38	.00 Sub Total	.00
		.00	.00 Tax	.00
		166.38	.00 Total	.00

**48997 File Copy**

**LATROBE****CHEVROLET**

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

INVOICE NO <b>48997</b>	VIN <b>1G1AK52F857</b>			DATE <b>08/08/08</b>
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>	TIME <b>09:15</b>
MILES IN <b>6956</b>	MILES OUT	FIRST USE <b>02/09/06</b>	LIC <b>LATROBE PA</b>	FROM <b>03:00</b>
SERVICE CONTRACT Expires:			REG <b>H</b>	WRITER <b>CHUCK</b>

(1) C/S POWER STEERING HAS NO ASST. INTERM.  
 CHECK AND ADVISE

*Scott Kennedy**#10431008*

*1st* Replace Terminals  
 Low 45 Strg Module

*Bcm C2 1419*

*2nd If it doesn't have Trans Issues*  
 → Bcm (Replace)

*2nd If it has → TCM (Replace)*  
 Trans Issues

ESTIMATE BY LAW YOU HAVE THE RIGHT TO AN ESTIMATE OF THE EXPECTED COST OF REPAIRS OR SERVICES.	Original Estimate \$ .....
INITIAL YOUR CHOICE _____ WRITTEN ESTIMATE _____ ORAL ESTIMATE _____ NO ESTIMATE	CUSTOMER ACCEPTANCE Authorized Addition: \$ ..... Date ..... Time ..... By .....

All parts are new or factory rebuilt  
 unless specified otherwise. Replaced  
 parts will be returned unless specified  
 otherwise. Parts replaced under the  
 manufacturer's warranty are retained by the dealer for  
 inspection by the manufacturer. ☐ DISCARD

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 disclaims all warranties either expressed or implied,  
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 fitness for a particular purpose, and neither assumes nor  
 authorizes any person to assume for it any liability in  
 connection with the sale of said products. The product is  
 sold by the seller "As Is" and the entire risk as to quality  
 and performance of the product is with the buyer and/or  
 manufacturer. If the product proves to be defective after  
 purchase, the buyer and/or manufacturer, not the seller,  
 shall assume the entire cost of all necessary remedies.

H/O	DATE	MILES	TECH TYPE	DESCRIPTION
48913A	08/05/2008	6934	42 C	C/S LUBE, OIL AND FILT
48817B	08/01/2008	6877	43 I	C/S INTERM. NO POWER ST
48817A	08/01/2008	6877	43 I	C/S SERV. ENGINE SOON L
47290E	05/05/2008	6355	49 W	NOISE IN FRONT SUSP. OV
47290D	05/05/2008	6355	49 W	NOISE IN FRONT SUSP. OV

*1863814***DISCLAIMER OF WARRANTIES**

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 left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or 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 purpose of testing and/or inspection. An express mechanic's lien 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 authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be based on the amount of work performed to the tune-up, repair or service. Customer labor charges may be based on the amount of work performed to the tune-up, repair or service.

STATE INSPECTION INFORMATION				STATE INSPECTION RECOMMENDED REPAIRS & REMARKS			
INSPECTED BY (EMPLOYEE #)							
TIRES	LF	WHEELS PULLED	LF			TIME CLOCK	
	RF		RF				
	LR		LR				
	RR		RR				
INSPECTION STICKER #		MILEAGE		TECHNICIAN'S SIGNATURE			
TECHNICIAN'S FINDINGS & REMARKS				ADDITIONAL MATERIALS USED			
1 COMPLAINT: <u>#43</u> Scan Test - Power Steering Control Module - U2107 Sym 00 Lost Comm. with BCM						OFF	
CAUSE: U2100 Sym 00 Controller Area Network (CAN) Bus Comm.				AUG 8 '97 10.2		ON	
CURE: TCM - U2100 Sym 00 Controller Area Network (CAN) Bus Communication				AUG 8 '97 5.2		OFF	
BCM - U2100 Sym 00 " " " " " "						ON	
2 COMPLAINT: Called TAC - Told me to Replace Terminals 4+5 at Power Steering Control Module and						OFF	
CAUSE: C2 Terminals 1+19 at BCM						ON	
CURE: Could not Find Terminals for PSCM - Soldered Connectors & Tightened						OFF	
Replaced Terminals 1+19 (C2) at BCM						ON	
3 COMPLAINT: Cleared Codes						OFF	
CAUSE:						ON	
CURE: If Car still Loses Pwr Steering - Told to Replace BCM if there are no Trans Issues						OFF	
If Car has Trans Issues - Told to Replace TCM - (Trans Control Module)						ON	
4 COMPLAINT:						OFF	
CAUSE:						ON	
CURE:						OFF	
EMP #	REPAIR #	FLAG	EMP #	REPAIR #	FLAG	OFF	
						ON	
EMP #	REPAIR #	FLAG	EMP #	REPAIR #	FLAG	OFF	
						ON	
EMP #	REPAIR #	FLAG	EMP #	REPAIR #	FLAG	OFF	
						ON	
EMP #	REPAIR #	FLAG	EMP #	REPAIR #	FLAG	OFF	
						ON	
5-5-09	Column	FLAG	43	997	8/8	OFF	
						ON	

**LATROBE****CHEVROLET**

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

INVOICE NO. <b>48913</b>	VIN <b>1 G 1 A K 5 2 F 8 5 7</b>			DATE <b>08/05/08</b>
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>	TIME <b>08:03</b>
MILES IN <b>6934</b>	MILES OUT <b>6934</b>	FIRST USE <b>02/09/06</b>	LOC. <b>LATROBE PA</b>	PRICE <b>08/05/08</b>
SERVICE CONTRACT			HLS <b>H:</b>	WRITER <b>CHUCK</b>

- (1) C/S LUBE, OIL AND FILTER 10 POINT CHECK  
 RESET OIL LIFE MONITOR  
 CHECK ALL BELTS, HOSES AND FLUIDS

Labor	T42	3	OGS	12.00
PF457G (FILTER)		1	RTD	6.25
Shop Supplies		1	GSS	1.00
Motor Oil		5	GSPS	11.25
Total Labor				12.00
Total Parts				6.25
Total Lubricants				12.25
Total Repair (Customer)				30.50

(42-8869 NATHAN-)

A

## DISCLAIMER OF WARRANTIES

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## TERMS

No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days.

W/C

INT.

CUSTOMER

.00	.00	Labor	12.00
.00	.00	Parts	6.25
.00	.00	Sublet	.00
.00	.00	Shop Supplies	1.00
.00	.00	Oil/Grease	11.25
.00	.00	Sub Total	30.50
.00	.00	Tax	1.83
.00	.00	Total (Cash)	32.33

Page 1 of 1 Job 868

48913 File Copy

AUG 06 2008

**LATROBE****CHEVROLET**

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

INVOICE NO. <b>48913</b>		VIN <b>1G1AK52F857</b>		DATE <b>08/05/08</b>	
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>	TIME <b>08:03</b>	
MILES IN <b>6934</b>	MILES OUT	FIRST USE <b>02/09/06</b>	DISC.	FROM <b>10:00</b>	
SERVICE CONTRACT <b>Expires:</b>				REC. H: <b>W:</b>	WRITER <b>CHUCK</b>

(1) C/S LUBE, OIL AND FILTER 10 POINT CHECK  
 RESET OIL LIFE MONITOR

(C)



48913

<b>ESTIMATE</b> BY LAW YOU HAVE THE RIGHT TO AN ESTIMATE OF THE EXPECTED COST OF REPAIRS OR SERVICES	Original Estimate \$ _____
INITIAL YOUR CHOICE:  _____ WRITTEN ESTIMATE  _____ ORAL ESTIMATE  _____ NO ESTIMATE	CUSTOMER ACCEPTANCE  Authorized Additions \$ _____ Date _____ Time _____ By _____

All parts are new or factory rebuilt  
 unless specified otherwise. Replaced  
 parts will be returned unless specified  
 otherwise. Parts replaced under the  
 manufacturer's warranty are retained by the dealer for  
 inspection by the manufacturer. ☐ DISCARD

**DISCLAIMER OF WARRANTIES**

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 connection with the sale of said products. The product is  
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 and performance of the product is with the buyer and/or  
 manufacturer. If the product proves to be defective after  
 purchase, the buyer and/or manufacturer, not the seller,  
 shall assume the entire cost of all necessary remedies.

R/O	DATE	MILES	TECH. TYPE	DESCRIPTION
48817B	08/01/2008	6877	43 I	C/S INTERM.NO POWER ST
48817A	08/01/2008	6877	43 I	C/S SERV.ENGINE SOON L
47290E	05/05/2008	6355	49 W	NOISE IN FRONT SUSP.OV
47290D	05/05/2008	6355	49 W	NOISE IN FRONT SUSP.OV
47290C	05/05/2008	6355	49 I	C/S CHECK SPLASH GUARD

**DISCLAIMER OF WARRANTIES**

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 left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or 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 purpose of testing and/or inspection. An express mechanic's lien 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 authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially 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 based on the time and materials used to effect the repair.

Page 1 of 1

**48913**

Job 868

**X**

STATE INSPECTION INFORMATION				STATE INSPECTION RECOMMENDED REPAIRS & REMARKS				
INSPECTED BY (EMPLOYEE #)								
TIRES	LF	WHEELS PULLED	LF	INSPECTION STICKER #		MILEAGE	TECHNICIAN'S SIGNATURE	TIME CLOCK
	RF		RF					
	LR		LR					
	RR		RR					
TECHNICIAN'S FINDINGS & REMARKS				ADDITIONAL MATERIALS USED				
1 COMPLAINT:								OFF
CAUSE:								ON
CURE:								OFF
2 COMPLAINT:								ON
CAUSE:								OFF
CURE:								ON
3 COMPLAINT:								OFF
CAUSE:								ON
CURE:								OFF
4 COMPLAINT:								ON
CAUSE:								OFF
CURE:								ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
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EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
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EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
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EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		ON
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		

**LATROBE****CHEVROLET****Latrobe Chevrolet**

1595 Mission Road

Latrobe, PA 15650

(724) 537-7723

Fax (724) 537-8058

INVOICE NO. <b>48817</b>		VIN <b>1G1AK52F857</b>		DATE <b>07/30/08</b>	
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>	TIME <b>07:22</b>	
MILES IN <b>6877</b>	MILES OUT <b>6891</b>	FIRST USE <b>02/09/06</b>	LOC. <b>LATROBE PA</b>	DATE <b>08/01/08</b>	
SERVICE CONTRACT			RES. <b>H:</b>	W: <b>W:</b>	WRITE-UP <b>4020</b> <b>CHUCK</b>

- (1) C/S SERV.ENGINE SOON LIGHT IS ON - ENGINE LACKS POWER ON ACCL.AND WANTS TO STALL AT STOPS  
SCAN TEST MULI.FAULT CODES STORED IN HISTORY  
PERFORM DIAGNOSTICS AS PER S/I DOCUMENT  
#2004240 & #1863814.CHECK POWER AND GROUND  
CIRCUITS UNDER HOOD.RELEARN ONBOARD THEFT SYST  
AND CLEAR ALL CODES.ROAD TEST APROX.12 MILES  
NO CODES RESET.NO SERVICE ENGINE LIGHT.  
RETURN VEHL.TO OWNER PER BULLITINS  
(43-8537 DENNY-) A

Labor T43 10 GCOS 18.50  
Total Labor ..... 18.50

Total Repair (Internal ) ..... 18.50

- (2) C/S INTERM.NO POWER STEERING ASST.  
PROBL.RELATED TO REPAIR #1  
(43-8537 DENNY-) A

Labor T43 .00  
Total Repair (Internal ) ..... .00

	W/C	INT.	CUSTOMER
TERMS	.00	18.50	Labor
No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days.	.00	.00	Parts
	.00	.00	Sublet
	.00	.00	Shop Supplie
	.00	.00	Oil/Grease
	.00	18.50	Sub Total
	.00	.00	Tax
	.00	18.50	Total
			.00

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48817 File Copy

AUG 05 2008

**LATROBE****CHEVROLET**

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

INVOICE NO. <b>48817</b>	VIN <b>1G1AK52F857</b>					DATE <b>07/30/08</b>
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>			TIME <b>07:22</b>
MILES IN <b>6877</b>	MILES OUT <b>16591</b>	FIRST USE <b>02/09/06</b>	USE <b></b>	<b>LATROBE PA</b>		PRICE <b>03:00</b>
SERVICE CONTRACT <b>Expires.</b>				RES. H: <b></b> W: <b></b>		WFOFF <b>CHUCK</b>

(1) C/S SERV.ENGINE SOON LIGHT IS ON - ENGINE  
 LACKS POWER ON ACCL.AND WANTS TO STALL AT  
 STOPS

(W)



(2) C/S INTERM.NO POWER STEERING ASST.

(W)



48817

**ESTIMATE**  
 BY LAW YOU HAVE THE  
 RIGHT TO AN ESTIMATE OF  
 THE EXPECTED COST OF  
 REPAIRS OR SERVICES.

Original Estimate

\$ \_\_\_\_\_

INITIAL YOUR CHOICE

WRITTEN  
ESTIMATEOTAL  
ESTIMATENO  
ESTIMATE

Customer Acceptance

Authorized Additions

\$ \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

By \_\_\_\_\_

All parts are new or factory rebuilt  
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 parts will be returned unless specified  
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 connection with the sale of said products. The product is  
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 manufacturer. If the product proves to be defective after  
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 shall assume the entire cost of all necessary remedies.

R/O	DATE	MILES	TECH TYPE	DESCRIPTION
47290E	05/05/2008	6355	49 W	NOISE IN FRONT SUSP.OV
47290D	05/05/2008	6355	49 W	NOISE IN FRONT SUSP.OV
47290C	05/05/2008	6355	49 I	C/S CHECK SPLASH GUARD
47290B	05/05/2008	6355	49 W	C/S CHECK TIRES EXCESS
47290A	05/05/2008	6355	49 W	C/S KNOCKING TYPE NOIS

**DISCLAIMER OF WARRANTIES**

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 left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or 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 purpose of testing and/or inspection. An express mechanics lien 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 authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such



STATE INSPECTION INFORMATION				STATE INSPECTION RECOMMENDED REPAIRS & REMARKS					
INSPECTED BY (EMPLOYEE #)									
TIRES	LF	WHEELS PULLED	LF			INSPECTION STICKER #	MILEAGE	TECHNICIAN'S SIGNATURE	TIME CLOCK
	RF		RF						
	LR		LR						
	RR		RR						
TECHNICIAN'S FINDINGS & REMARKS							ADDITIONAL MATERIALS USED		
1 COMPLAINT: <u>#43</u> Scan Test - ECM-P0700 Sym 00 Trans Control Module (TCM) Requested MIL Illumination									OFF
CAUSE:		PSCM-U2107 Sym 00 Lost Comm. with Body Control System				JUL 30 '08		ON 10:09	
		U2105 Sym 00 Lost Comm. with Engine Control Module (ECM)				JUL 30 '08		OFF 1:22	
CURE:		U2100 Sym 00 Controller Area Network (CAN) Bus Communication						ON	
2 COMPLAINT:		TCM-U2100 Sym 00 Controller Area Network (CAN) Bus Communication						OFF	
CAUSE:		ECM-U2100 Sym 00 Controller Area Network (CAN) Bus Communication						ON	
		All Codes Passed Last Test Code P0700 is Current & SES Light is On						OFF	
CURE:		Cleared All Codes						ON	
3 COMPLAINT:		Roadtested 12 Miles		6889				OFF	
CAUSE:		No Codes Reset		6827				ON	
		Checked for Bulletins		12				OFF	
CURE:		P0700 - Found Doc #1863814 - Checked harness & Connector as per Bulletin - OK						ON	
4 COMPLAINT:		U2107 & U2105 - Found Doc #2004210 - Cleared Codes & Re-Key the Vehicle several Times - Codes Did not Reset						OFF	
CAUSE:		Roadtested - Codes Did not Reset - Give vehicle Back to Cust						ON	
		2 miles						OFF	
CURE:								ON	
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF	
								ON	
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG		OFF	
								ON	
EMP #	REPAIR #	FLAG		EMP #	REPAIR #			OFF	
								ON	
				STRAIGHT TIME (HRS.)		FLAT RATE PRICE	R.O. NO. 48817	TIME	OFF 5
						1.043	Polinsky	8/1	ON

# LATROBE CHEVROLET

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

INVOICE NO. <b>47290</b>	VIN <b>1 G 1 A K 5 2 F 8 5 7</b>			DATE <b>05/05/08</b>
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>	TIME <b>08:10</b>
MILES IN <b>6355</b>	MILES OUT <b>6357</b>	FIRST USE <b>02/09/06</b>	LISC <b>LATROBE PA</b>	FROM <b>05/05/08</b>
SERVICE CONTRACT			RES. <b>H:</b>	W: <b>DAVE</b>

(1) C/S KNOCKING TYPE NOISE IN STEERING NOISE COMING FROM INSIDE STEERING COLUMN REPLACE STEERING COLUMN  (49-6539 TIM-18112547)                      A	E7680                      2E                      NL                      T49                      11                      MSPO                      73.21 (F)19200751                      (COL KIT)                      1                      PGMTF                      438.10 Total Labor                      .....                      73.21 Total Parts                      .....                      438.10 Total Repair (Warranty )                      .....                      511.31
(2) C/S CHECK TIRES EXCESS WEAR EXCESS TIRE WEAR FOR MILES REPLACE 2 TIRES FOR CUST.SATISFACTION  (49-6539 TIM-18112547)                      A	E0432                      98                      NT                      T49                      6                      GGGS                      39.93 (F)19107878                      (C1956015)                      2                      GPCSS                      193.20 Total Labor                      .....                      39.93 Total Parts                      .....                      193.20 Total Repair (Warranty )                      .....                      233.13
(3) C/S CHECK SPLASH GUARDS INSTALL MISSING RETAINERS  (49-6539 TIM-18112547)                      A	Labor                      .....                      T49                      5                      TMO                      9.25 Total Labor                      .....                      9.25 Total Repair (Internal )                      .....                      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                      MSPO                      73.21 (F)15240087                      (BUSHING)                      1                      GSRC                      14.67 Total Labor                      .....                      73.21 Total Parts                      .....                      14.67 Total Repair (Warranty )                      .....                      87.88
(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                      MSPO                      73.21 (F)15240087                      (BUSHING)                      1                      GSRC                      14.67 Total Labor                      .....                      73.21 Total Parts                      .....                      14.67 Total Repair (Warranty )                      .....                      87.88

		W/C	INT.	CUSTOMER	
		259.56	9.25 Labor	.00	
<p>DISCLAIMER OF WARRANTIES</p> <p>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 or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said product. Any limitation contained herein does not apply when prohibited by law.</p>		* TERMS			
		No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days.	660.64	.00 Parts	.00
			.00	.00 Sublet	.00
			.00	.00 Shop Supplie	.00
			.00	.00 Oil/Grease	.00
			920.20	9.25 Sub Total	.00
			.00	.00 Tax	.00
Page 1 of 1 Job 788		920.20	9.25 Total	.00	

47290 File Copy

MAY 07 2008

**LATROBE****CHEVROLET**

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

INVOICE NO. <b>47290</b>	VIN <b>1G1AK52F857</b>			DATE <b>05/05/08</b>
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>	TIME <b>08:10</b>
MILES IN <b>6355</b>	MILES OUT	FIRST USE <b>02/09/06</b>	LIC. <b>LATROBE PA</b>	FROM <b>01:00</b>
SERVICE CONTRACT <b>Expires:</b>			REG. <b>H</b>	WRITER <b>DAVE</b>

(1) C/S SOP PART STEERING GEAR

(W)

(2) C/S CHECK TIRES WORN OUT.

(W)

(3) C/S CHECK SPLASH GUARDS

(C)

47290

**ESTIMATE**  
 BY LAW YOU HAVE THE  
 RIGHT TO AN ESTIMATE OF  
 THE EXPECTED COST OF  
 REPAIRS OR SERVICES.

Original Estimate

\$ \_\_\_\_\_

INITIAL YOUR CHOICE

CUSTOMER ACCEPTANCE

WRITTEN  
ESTIMATE

Authorized Additions

\$ \_\_\_\_\_

ORAL  
ESTIMATE

Date \_\_\_\_\_

NO  
ESTIMATE

Time \_\_\_\_\_

By \_\_\_\_\_

All parts are new or factory rebuilt  
 unless specified otherwise. Replaced  
 parts will be returned unless specified  
 otherwise. Parts replaced under the  
 manufacturers warranty are retained by the dealer for  
 inspection by the manufacturer. ☐ DISCARD

**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  
 fitness for a particular purpose, and neither assumes nor  
 authorizes any person to assume for it any liability in  
 connection with the sale of said products. The product is  
 sold by the seller "As is" and the entire risk as to quality  
 and performance of the product is with the buyer and/or  
 manufacturer. If the product proves to be defective after  
 purchase, the buyer and/or manufacturer, not the seller,  
 shall assume the entire cost of all necessary remedies.

W/O	DATE	MILES	TECH TYPE	DESCRIPTION
47172B	04/28/2008	6316	42 I	C/S RETAINERS MISSING
47172A	04/28/2008	6316	42 I	C/S RATTLE TYPE NOISE
35020A	05/02/2006	1212	41 W	RECALL #05034 A/C WIRI

**DISCLAIMER OF WARRANTIES**

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 left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or 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 purpose of testing and/or inspection. An express mechanic's lien 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 authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially 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

STATE INSPECTION INFORMATION				STATE INSPECTION RECOMMENDED REPAIRS & REMARKS			
INSPECTED BY (EMPLOYEE #)							
TIRES	LF	WHEELS PULLED	LF	CONTROL ARM BUSHINGS 15240087 control Tng Rods As PCH Aev9 BLC 0305 TPC 1180 ma			
	RF		RF				
	LR		LR				
	RR		RR				
INSPECTION STICKER #				MILEAGE		TECHNICIAN'S SIGNATURE	
TECHNICIAN'S FINDINGS & REMARKS				ADDITIONAL MATERIALS USED			
1 COMPLAINT: NOISE In STEERING				<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center; margin: 0 auto;">             49           </div>			
CAUSE: Column making noise							
CURE: Replaced STEERING Column							
2 COMPLAINT: OK mud Flaps							
CAUSE: Front mud Flap Bolts missing and 1 Nut							
CURE: Replaced "I" nuts AND Bolts							
3 COMPLAINT: OK TIRES							
CAUSE: 2 Front TIRES low on threads (2 Control Arm Bushings out of Arms)							
CURE: Replaced 2 Front TIRES Replaced Control Arm Bushings							
4 COMPLAINT:							
CAUSE:							
CURE:							
EMP #	REPAIR #	FLAG	EMP #	REPAIR #	FLAG		
EMP #	REPAIR #	FLAG	EMP #	REPAIR #	FLAG		
EMP #	REPAIR #	FLAG	EMP #	REPAIR #	FLAG		



**LATROBE****CHEVROLET**

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

INVOICE NO. <b>47172</b>		VIN <b>1G1AK52F857</b>		DATE <b>04/28/08</b>	
YEAR <b>2005</b>	MAKE <b>CHEVROLET</b>	MODEL <b>COBALT</b>	COLOR <b>RED</b>	TIME <b>08:48</b>	
MILES IN <b>6316</b>	MILES OUT	FIRST USE <b>02/09/06</b>	LIC. <b>LATROBE PA</b>	FROM <b>12:00</b>	
SERVICE CONTRACT <b>Expires:</b>			RES. <b>H: (724)</b> - BUS. <b>W: (724)</b> -		WRITER <b>CHUCK</b>

(1) C/S RATTLE TYPE NOISE IN STEERING OR FRONT  
 SUSP.

42

(W)



47172

**ESTIMATE**  
 BY LAW YOU HAVE THE  
 RIGHT TO AN ESTIMATE OF  
 THE EXPECTED COST OF  
 REPAIRS OR SERVICES.

Original Estimate

\$ \_\_\_\_\_

INITIAL YOUR CHOICE

CUSTOMER ACCEPTANCE

WRITTEN  
 ESTIMATE

Authorized Additions

\$ \_\_\_\_\_

ORAL  
 ESTIMATE

Date \_\_\_\_\_

NO  
 ESTIMATE

Time \_\_\_\_\_

By \_\_\_\_\_

All parts are new or factory rebuilt  
 unless specified otherwise. Replaced  
 parts will be returned unless specified  
 otherwise. Parts replaced under the  
 manufacturer's warranty are retained by the dealer for  
 inspection by the manufacturer. ☐ DISCARD

#### 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  
 fitness for a particular purpose, and neither assumes nor  
 authorizes any person to assume for it any liability in  
 connection with the sale of said products. The product is  
 sold by the seller "As Is" and the entire risk as to quality  
 and performance of the product is with the buyer and/or  
 manufacturer. If the product proves to be defective after  
 purchase, the buyer and/or manufacturer, not the seller,  
 shall assume the entire cost of all necessary remedies.

MO	DATE	MILES	TECH/TYPE	DESCRIPTION
35020A	05/02/2006	1212	41 W	RECALL #05034 A/C WIRI

#### DISCLAIMER OF WARRANTIES

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 left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or 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 purpose of testing and/or inspection. An express mechanic's lien 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 authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially 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

STATE INSPECTION INFORMATION				STATE INSPECTION RECOMMENDED REPAIRS & REMARKS			
INSPECTED BY (EMPLOYEE #)				ST Column 25831501			
TIRES	LF	WHEELS PULLED	LF				
	RF		RF				
	LR		LR				
	RR		RR				
INSPECTION STICKER #		MILEAGE		TECHNICIAN'S SIGNATURE		TIME CLOCK	
TECHNICIAN'S FINDINGS & REMARKS				ADDITIONAL MATERIALS USED			
1 COMPLAINT: Rattle type noise in steering						OFF	
CAUSE: older steering column.						ON	
CURE:						OFF	
						ON	
2 COMPLAINT:						OFF	
CAUSE:						ON	
CURE:						OFF	
						ON	
3 COMPLAINT:						OFF	
CAUSE:						ON	
CURE:						OFF	
						ON	
4 COMPLAINT:						OFF	
CAUSE:						ON	
CURE:						OFF	
						ON	
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG	
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG	
EMP #	REPAIR #	FLAG		EMP #	REPAIR #	FLAG	

**paul.racioppo@gm.com**

09/03/2008 10:35 AM

To  
desire\_gallagher@gmexpert.com

cc

Subject

Re: [REDACTED] 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



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

SRVC IN: LATROBE

PA

SRVC OUT: CANC SRVC IN:

BFSO ORD DT: BFSO CUST:

PRICE ASSUR DT: 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 DATE: MISC:

POLICY PYMT CMNT: ACTV TYPE: 6

CODE	PAY	SS/SITE	INV/INC NO	DATE	AMOUNT	MTHD	DLR	SHR	STAT
XPQ	01	13 13285	00029596687	01/26/06	1,500.00	OA		0.00	9

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



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

To <mary\_williamson@gmexpert.com>  
cc  
bcc  
Subject [REDACTED] 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

cc

bcc

Subject Re: [REDACTED] 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



3rd 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

"Tammy Schmitt" <tschmitt@mylemon.com>



"Tammy Schmitt"

<tschmitt@mylemon.com>

10/22/2008 03:58 PM

To <mary\_williamson@gmexpert.com>

cc

Subject [REDACTED] 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)

**Desire Gallagher/Austin/GM1**

09/03/2008 10:31 AM

To  
paul.racioppo@gm.com@SITELCWEB

cc

Subject

Re: [REDACTED] 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		CHEVROLET MOTOR DIVISION
74U VICTORY RED	/L4G	GENERAL MOTORS CORPORATION
14B GRAY		100 RENAISSANCE CENTER
ORDER NO. HXKJN4/TRE	STOCK NO.	DETROIT MI 48243-1114
VIN 1G1 AK52 F8 57		VEHICLE INVOICE 1AD60266086
*****		*****13*13816S
MODEL & FACTORY OPTIONS	MSRP	INV AMT RETAIL - STOCK
1AK69 COBALT 4-DOOR SEDAN	13625.00	12739.38 INVOICE 02/22/05
B34 FLOOR MATS	80.00	72.00 SHIPPED 02/22/05
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
DESTINATION CHARGE	565.00	565.00	H/B 261	436.65
LAM DEALER CONTRIBUTION		145.55	ADV 261	145.55
LAM GROUP CONTRIBUTION		72.78	EXP 65A	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.

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



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

**VIA FAX ONLY**

September 2, 2008

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

RE: [REDACTED]  
Service Request: 71-658906054  
2005 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AK52F857 [REDACTED]  
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 \_\_\_\_\_  
(Lien holder Name)

\_\_\_\_\_  
(Lien holder Address) (Lien holder Phone Number)

to release any and all information regarding my loan account ☐ \_\_\_\_\_  
(Account Number)

with \_\_\_\_\_  
(Lien holder Name)

to General Motors Corporation, including but not limited to a complete payment history of my account, a loan payoff amount, and per diem information.

Date \_\_\_\_\_.

## VEHICLE 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>  
cc  
bcc  
Subject [REDACTED]

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

<b>W-9</b> Form (Rev. January 2003) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.																																													
Print or type See Specific Instructions on page 2.	Name <u>David J. Gorberg + Associates, P.C.</u>																																														
	Business name, if different from above																																														
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other																																														
	Address (number, street, and apt. or suite no.) <u>1234 Market St. Suite 2040</u>																																														
	City, state, and ZIP code <u>Phila. Pa. 19107</u>																																														
Requester's name and address (optional)																																															
List account number(s) here (optional)																																															
<b>Part I Taxpayer Identification Number (TIN)</b>																																															
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20%;">7</td> <td style="width: 20%;">4</td> <td style="width: 20%;">3</td> <td style="width: 20%;">2</td> <td style="width: 20%;">1</td> <td style="width: 20%;">0</td> <td style="width: 20%;">9</td> <td style="width: 20%;">8</td> <td style="width: 20%;">7</td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td colspan="9"> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </td> </tr> </table>			Social security number									7	4	3	2	1	0	9	8	7	or									Employer identification number									<div style="border: 1px solid black; height: 20px; width: 100%;"></div>								
Social security number																																															
7	4	3	2	1	0	9	8	7																																							
or																																															
Employer identification number																																															
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>																																															
<b>Part II Certification</b>																																															
Under penalties of perjury, I certify that:																																															
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and																																															
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) 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																																															
3. I am a U.S. person (including a U.S. resident alien).																																															
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions.)																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"> <b>Sign Here</b>          Signature of U.S. person       </td> <td style="width: 40%; text-align: center;"> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> </td> <td style="width: 30%;">         Date       </td> </tr> </table>			<b>Sign Here</b> Signature of U.S. person	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	Date																																										
<b>Sign Here</b> Signature of U.S. person	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	Date																																													
<b>Purpose of Form</b>																																															
A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.																																															
U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:																																															
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).																																															
2. Certify that you are not subject to backup withholding, or																																															
3. Claim exemption from backup withholding if you are a U.S. exempt payee.																																															
Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-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 Entities).																																															
Generally, only a nonresident alien 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 alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:																																															
1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.																																															
2. The treaty article addressing the income.																																															
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.																																															
4. The type and amount of income that qualifies for the exemption from tax.																																															
5. 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 [REDACTED]
Investigator	TOM SAMUELS
Case Number	71-660884472
Investigation Date	Monday, September 22 2008
Crash Date	Thursday, August 28 2008
Filename	1G1AK52F357 [REDACTED].CDR.CDR
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 Stabilatrak 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
$05 00 00 00 00 00 00 00
$06 00 0A 00 00 0A 94 32
$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
$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 A2 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
$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 02 02 00 00 00
$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
$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
$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 F  FF FF 00 00
```

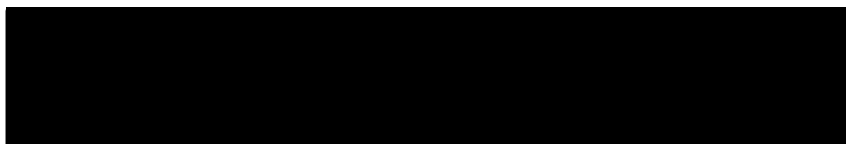
\$43 FF FF FF 00 00 00 00  
\$44 FF FF FF FF FF FF 00  
\$45 FF FF FF FF FF FF 00  
\$46 FF FF FF FF FF FF 00  
\$47 FF FF FF FF FF FF 00  
\$48 FF FF FF FF FF FF 00  
\$49 FF FF FF FF FF FF 00  
\$4A FF FF FF FF FF FF 00  
\$4B FF FF FF FF FF FF 00  
\$4C FF FF FF FF FF FF 00  
\$4D FF FF FF FF FF FF 00  
\$4E FF FF FF FF FF FF 00  
\$4F FF FF FF FF FF FF 00  
\$50 FF 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 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 FF 00  
\$6C FF FF FF FF FF FF 00  
\$6D FF FF FF FF FF FF 00  
\$6E FF FF FF FF FF FF 00  
\$6F FF FF FF FF FF FF 00  
\$70 FF FF FF FF FF FF 00  
\$71 FF FF FF FF FF FF 00  
\$72 FF FF FF FF FF FF 00  
\$73 FF FF FF FF FF FF 00  
\$74 FF FF FF FF FF FF 00  
\$75 FF FF FF FF FF FF 00  
\$76 FF FF FF FF FF FF 00  
\$77 FF 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 FF 00

\$01 41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01  
\$02 01 02 03 04  
\$03 41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01  
\$04 01 02 03 04  
\$05 42 55 FF FF FF FF FF FF FF FF FF FF FF FF FF  
\$06 FF FF FF FF  
\$07 42 54 FF FF FF FF FF FF FF FF FF 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  
\$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 FF FF FF FF FF FF FF FF FF FF FF FF FF  
\$14 FF FF FF FF  
\$17 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF  
\$18 FF FF FF FF  
\$21 31 12 66 1A E6 87 91 9A  
\$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

```
$44 C6 00 00 FC C0 C0
$45 07 01 07 01 05 01
$46 FF 1A 1A 64 64
$47 0A 64 02 04 04 05 0A 06 04 0A 00 00 FA 00 00 FF 04 64
$48 18 08 08
$B0 58
$B1 FD FE 00
$B2 FF FF FF FF FF
$B4 41 53 39 34 33 32 32 33 30 52 45 4A 20 20 20 20
$B7 50 AA 01 0F 01
$B8 54 41 68 04 02
$C1 30 46 30 31
$CA 30 46 30 31
$CB 00 E8 B0 18
$CC 00 E8 B0 18
$D1 00 00
$DB 00 00
$DC 00 00
```

Attn: Corey Knight

In Regards to 2005 Chevy Cobalt



# MECHANICAL REPAIR AGREEMENT

## I. Covered Vehicle

INFORMATION SCHEDULE

CUSTOMER NO. 421931

AGREEMENT NO. 7101903332

VIN	1	G	1	A	K	5	2	F	3	5	7	
MAKE	CHEVROLET											
MODEL	COBALT											
CAR CODE	01652											
CAR CLASS	00023											
YEAR	2005											
ODOMETER	24,404											
CAR	<input checked="" type="checkbox"/>											
DIESEL	<input type="checkbox"/>											
4x4	<input checked="" type="checkbox"/>											
TURBO	<input checked="" type="checkbox"/>											
USED	<input checked="" type="checkbox"/>											
TRUCK	<input type="checkbox"/>											

## 2. Customer

NAME											
STREET											
CITY	RICHMOND										
STATE	VA										
ZIP											
TELEPHONE											
HM											
WK											

## 3. Agreement Period

THE COVERAGE PROVIDED UNDER THIS AGREEMENT SHALL BEGIN ON THE DATE ISSUED (SEE KEY TERMS) AND SHALL END ON:

72 MONTHS FROM THE DATE ISSUED, OR WHEN

75000 (THOUSAND) ADDITIONAL MILES ARE REGISTERED ON THE

ODOMETER, WHICHEVER OCCURS FIRST. IMPORTANT NOTICE: BENEFITS PROVIDED UNDER DEALER WARRANTIES REQUIRED BY STATE LAW ARE NOT COVERED BY THIS AGREEMENT.

## 4. Agreement Coverages

I. MECHANICAL BREAKDOWN  
COST OF COVERED REPAIR LESS  
YOUR DEDUCTIBLE.

(Covered air conditioning conversion to R-134a  
refrigerant not to exceed \$400)

II. CAR RENTAL EXPENSE  
NOT TO EXCEED \$25 PER DAY FOR A  
MAXIMUM OF 7 DAYS.

III. TOWING REIMBURSEMENT  
NOT TO EXCEED \$50 PER DISABLEMENT

### COVERAGE PLAN:

MAXCARE  
PLAN ☒

\$75 STANDARD DEDUCTIBLE

The deductible reduces to \$50 if covered repairs are performed at a  
CarMax Auto Superstore

## 5. Agreement Charge

MECHANICAL REPAIR AGREEMENT CHARGE:

\$1799.00

## 6. Dealer

DEALER NUMBER	NAME	STREET	DEPT #
7101	CarMax Auto Superstores, Inc.	11090 W. BROAD ST.	
CITY	STATE	ZIP	TELEPHONE
GLEN ALLEN	VA	23060-5938	(804) 346-2277

## 7. Lienholder

I, THE UNDERSIGNED HOLDER OF THIS AGREEMENT, HEREBY AUTHORIZE THE FOLLOWING LENDER: 1. TO RECEIVE ANY REFUND FOR  
CREDIT TO MY ACCOUNT IN THE EVENT THIS AGREEMENT IS CANCELED; AND 2. TO CANCEL THIS AGREEMENT IN THE EVENT I DEFAULT IN  
MY OBLIGATION TO SUCH LENDER.

P.O. BOX 3449

NAME CITIFINANCIAL AUTO CORPORATION

ADDRESS COPPELL, TX 75019

DATE ISSUED

06

12

2008

MONTH

DAY

YEAR

Purchase of this contract is not required in order to purchase, register or obtain financing for a motor vehicle.

SIGNED BY

SIGNED BY

DEALER'S REPRESENTATIVE

NOTICE TO CUSTOMER: YOU ARE REQUIRED TO OBTAIN AUTHORIZATION PRIOR TO BEGINNING ANY REPAIRS COVERED BY THIS  
AGREEMENT. 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 Date"** 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

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 seals, 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, blower motor timer.

#### **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), automatic transmission range indicator.

#### **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 Schedule for any one breakdown.

#### **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:

1. 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.
2. 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.
3. Glass, glass framework, fastening adhesives, sealed beam head lamps, light bulbs, lenses, trim, moldings, bright metal, upholstery, vinyl and structural welds, and removable hardtop assemblies.
4. 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.
5. 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, lightning, earthquake, volcanic eruption, windstorm, hail, water, freezing, or flood.
- For loss of time, economic loss, inconvenience, lodging, food, freight charges, storage charges, or other consequential loss or damage that resulted from a breakdown.
- 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 covered by this Agreement.

- 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 specifications are exceeded.
- 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 vehicle.
- 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.
5. Check and maintain the proper level of coolant.
6. 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.
2. **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 America, its territories or possessions and Canada.
3. **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 any extra cost.

Your Help and Cooperation



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.

**Privileged and Confidential Information**

**CASE ASSESSMENT**

By: Corey Knight      State: VA

Customer Name: [REDACTED]      Service Request: 71-660246073      BBB Case No.: CHV0848885

Vehicle ID No.: 1G1AK52F357 [REDACTED]      In Service Date: 8/22/2005      Vehicle is: Used      BAC Code: 161165

Year, Make ☐ Model: 2005 Chevrolet Cobalt      Vehicle Purchased Used on: 06/12/08 at  
Mileage at Time of BBB Filing (28,000)      odometer N/A

Lien holder: GMAC ☐ Other ☐ : N/A      Sale Type: Purchase ☐ Lease ☐ Other ☐ : N/A  
DVM Name: Kevin Berry      CAM Name: Aubrey Washington  
Phone/Cell Number: 404083/8223      Phone Number: 678-240-9832  
Svc Mgr Name: Rocky Pintavalle

**VEHICLE REPAIR HISTORY**

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

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

HAS TAC BEEN CONTACTED FOR SERVICE HISTORY Y OR N. IF YES PLEASE INCLUDE TAC ☐ AND EXPLANATION TAC WAS INVOLVED. IF TAC HAS N ☐

IF TAC HAS NOT BEEN CONTACTED WHY NOT ☐ Customer Alledging Defect causing accident ☐

☐ {Steering}

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

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

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

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

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

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
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☐ Recall/Campaign (Not Related to Other Symptoms/Complaints)

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
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Has the vehicle ever been involved in a accident Y  
Did you confirm your answer with the customer Y  
What type of damage was sustained (example front end collision)

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

Have you filed to collect any insurance claims with this vehicle 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 Y  
List:

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

☐ Other

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

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-Purchased at CarMax

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-Out of warranty ( no defect found )

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What are the 3 main weaknesses of the customer's case to win repurchase through Lemon Law

- There are none

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Decision reached by CRS:    Settle case: ☐



Component	Description
<b>Axle</b>	Includes all components related to the axle, differential, driveline, □ rear end.
<b>Body/ Trim</b>	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.
<b>Brakes</b>	All mechanical, electrical, or fluid related components of the Brake system.
<b>Chassis</b>	All frame, bumper and hitch components.
<b>*Electrical</b>	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.
<b>Engine/Fuel &amp; Exhaust</b>	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.
<b>Glass</b>	All glass and window components.
<b>HVAC</b>	All components related to heating, air conditioning and temperature.
<b>Paint</b>	All paint specific issues (Not metal related).
<b>Restraints</b>	All SIR, airbags and seatbelt issues.
<b>Steering</b>	All steering related components including steering wheel □ key, column, rack and pinion, pump assembly and Quadrateer.
<b>Suspension</b>	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.
<b>Transmission</b>	All automatic □ manual transmission, transfer case and 4 wheel drive component issues.
<b>Wheels/Tires</b>	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.

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

## CDR File Information

Vehicle Identification Number	1G1AK52F357 [REDACTED]
Investigator	TOM SAMUELS
Case Number	71-660884472
Investigation Date	Monday, September 22 2008
Crash Date	Thursday, August 28 2008
Filename	1G1AK52F357 [REDACTED].CDR.CDR
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 Stabilatrak 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
$05 00 00 00 00 00 00 00
$06 00 0A 00 00 0A 94 32
$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
$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 A2 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
$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
$17 03 03 02 02 00 00 00
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$DB 00 00
$DC 00 00
```

# **EAA Inspection Request - Austin**

Date: 9/9/08

**TO: EAA**

EAA/SPX Field Coordinator

Phone: 313-768-2147

Fax: 313-768-2266

Email: [eaafc@servicesolutions.spx.com](mailto:eaafc@servicesolutions.spx.com)

**From: Mark Valverde**

PAR Customer Relations Mgr

Email: [Mark\\_Valverde@gmexpert.com](mailto:Mark_Valverde@gmexpert.com)

Phone: 800-231-1841 ext.11215

Fax: 866-480-3630

Mailing Address:

**GM PAR Investigations**

**7401 E. Ben White**

**Austin, TX 78741**

## **Vehicle Information**

**VIN#: 1G1AK52F357**

**Year/Make: 2005 Chevrolet**

**Model: Cobalt**

**Contact's Name: Rocky Pintaville**

**Contact's Number: (804) 320-8000**

**Vehicle Location: Whitlow Chevrolet**

**9701 Midlothian Pk**

**Richmond VA 23235**

**If located at a Salvage/Auction Yard:**

**Ins. Adj. Name:**

**Phone #:**

**Claim or Salvage ID #:**

## **Claimant Information**

**PAR File #: 71-660884472**

**Claimant Name:**

**Claimant Home #:**

**Claimant Work #:**

**Claimant Cell #:**

**Address:**

**Richmond, VA**

## **Required Actions:**

- ☒ 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):**

<input type="checkbox"/> Accelerator/Throttle Control	<input type="checkbox"/> Restraint-SIR/Seatbelts	<input type="checkbox"/> Seats
<input type="checkbox"/> Brake/ABS/TCS/VSES	<input type="checkbox"/> Side Impact	<input type="checkbox"/> Power Sliding Door
<input checked="" type="checkbox"/> Steering/Suspension/Tires/Wheels	<input type="checkbox"/> Inadvertent Deployment	<input type="checkbox"/> OnStar
<input type="checkbox"/> Engine Exhaust/Odor	<input type="checkbox"/> Transmission/Transaxle	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> Engine Stalling	<input type="checkbox"/> Thermal Events	

## **Special Instructions:**

<b>Interview Owner?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Vetronix Requested	<input type="checkbox"/> Obtain Fire/Police Report
<input type="checkbox"/> <u>Other (define)</u>		

**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: <b>EAA Field Coordinator</b>	Due Date: _____

## **EAA SA Use Only**

Case Acceptance/Investigation: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Please acknowledge acceptance of this case promptly by phone, fax or email.</b>
<b>Date Report Faxed/Emailed to CRM: _____</b>





**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File 71-660884472 VIN: 1G1AK52F357 [REDACTED]

Mileage at Inspection: 25.980

Inspection Location: CARMAX AUTO  
MIDLOTHIAN, VA .23114

Inspector's phone number: 410-571-5743

Inspected By: 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 department report obtained? ☐ 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 SERVICE, 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:

Weather conditions & Visibility: RAINING Approximate Temp (°F): 80 DEGREES

Road Surface: ☐ Concrete ☒ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt

Road Condition: ☐ Dry ☒ Wet ☐ Icy ☐ Other: { }

Shoulder ☐ Curb ☒: ☒ Concrete ☐ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt

Shoulder/Curb Condition: ☐ Dry ☒ Wet ☐ Icy ☐ Other: { }

Posted Speed Limit 35 MPH.

Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.) NONE

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: **9/22/08**  
 Vehicle Brand: **CHEVROLET** Model: **COBALT**  
 File ☐ VIN: **71-660884472** VIN: **1G1AK52F357** [REDACTED]

**Length of Drive Prior 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	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe {
Suspension	Normal <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	Describe <b>AXLE BROKE.</b>
Brakes	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe {
Engine	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe {
Electrical	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe {

Were any warning lights illuminated or driver information center messages displayed? ☐ Yes ☒ 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? ☐ Yes ☒ 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. **NONE**

Describe any evasive action: ☐ Turning ☒ Braking ☐ Accelerating ☐ Other: {

Did the vehicle leave the roadway?: ☒ Yes ☐ No Describe: **WENT OVER CURB.**  
 Objects Impacted: **CEMENT CURB**

How was the vehicle transported from the incident site to the present location? ☐ Tow Truck ☒ Flat Bed ☐ Other

Additional comments concerning the incident: **WET AND RAINING. NO OTHER VEHICLE INVOLVED.**

**Section 3 INTERVIEW - VEHICLE HISTORY**

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

**GM VIS AND CARMAX USED CAR INFORMATION.**

Comments: (Additional cmts may be placed in section 9)

**NONE**

Did the owner purchase the vehicle new? ☐ Yes ☒ No Used? ☒ Yes ☐ No Date **3/6/08 24,000 MILES.**  
**CARMAX AUTO SERVICE, INC.**

**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..) Describe:

**NONE**

**VEHICLE REPAIR / SERVICE HISTORY**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File ☐ VIN: 71-660884472 1G1AK52F357 [REDACTED]

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.**

**UNDERBODY / FRAME / CHASSIS AREA:** Describe any damage 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  
 Springs  
 Control arms

Ball joints  
 Steering knuckles  
 Axle assemblies

Tire/wheel assemblies

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

**UNDERHOOD**

Engine compartment

Brake fluid level and condition

Power steering lines, hoses, clamps and connections

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  
 Controls

Overall view of seat position

Photo of options label-glove box/trunk

Odometer

Steering wheel and column

Driver and passenger seat back angle (inclinator measurement)

Sunvisors and headliner

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: **9/22/08**  
Vehicle Brand: **CHEVROLET** Model: **COBALT**  
File ☐ **71-660884472** VIN: **1G1AK52F357** [REDACTED]

Personal items/cargo

**INTERIOR INSPECTION** (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.

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File 71-660884472 VIN: 1G1AK52F357 [REDACTED]

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?	<b>THE IMPACT WAS TO THE RIGHT FRONT WHEEL AREA. THE UPPER CONTROL ARM IS BROKEN IN HALF. THE AXLE IS BROKEN. PHOTO# 23— --36. THERE IS NO DAMAGES TO THE LEFT FRONT WHEEL AREA.</b>
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	<b>STEERING LINKAGE IS BROKEN. RIGHT FRONT WHEEL RIM IS BENT AND TIRE HAS DAMAGE.</b>
Gear/rack and pinion-Any sign of leakage, damage to boots on the rack, contact by foreign objects?	<b>THE STEERING TIE ROD IS BENT. PHOTO # 25—26. THE STEERING LINKAGE RUBBER BOOT IS LEAKING.</b>
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	<b>NO DAMAGE WAS FOUND TO THE STEERING COLUMN. IGNITION SWITCH OPERATED NORMAL.</b>
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.	<b>NO POWER STEERING PROBLEMS WERE FOUND AT INSPECTION TIME.</b>
PS fluid level and condition-Color, contamination, odor	<b>ALL O.K.</b>
Steering knuckle-All attachments secure and proper?	<b>STEERING CONTROL ARM IS BROKEN IN HALF. PHOTO 27—31.</b>
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	<b>ALL O.K.</b>
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RF	<b>MAJOR DAMAGE TO THE RIGHT FRONT WHEEL AREA. BENT TIE ROD, BROKEN AXLE. BROKEN CONTROLS ARMS AND LINKAGE.</b>
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc Rear sway bars,	<b>REAR SUSPENSION HAD NO DAMAGE AT TIME OF INSPECTION.</b>

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File ☐ 71-660884472 VIN: 1G1AK52F357 [REDACTED]

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

**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**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: **9/22/08**  
 Vehicle Brand: **CHEVROLET** Model: **COBALT**  
 File # **71-660884472** VIN: **1G1AK52F357** [REDACTED]

1. IDENTIFICATION:

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

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

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

LF NORMAL

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

LR NORMAL

RR  
 NORMAL

2. TIRE PLACARD DATA:

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

	SIZE	PRESSURE (psi)	PRESSURE AT MAXIMUM LOAD (psi)
TIRES	<u>P 195 70 R 14</u>	<u>34</u>	<u>34</u>
SPARE TIRE	<u>T 115/70D 14</u>	<u>55</u>	<u>60</u>

Section 7

**SITE INSPECTION**

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

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

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
Vehicle Brand: CHEVROLET Model: COBALT  
File ☐ 71-660884472 VIN: 1G1AK52F357 [REDACTED]

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)**

☒ Photographs    ☒ Data Downloads    ☒ Other Records



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File 71-660884472 VIN: 1G1AK52F357 [REDACTED]

Mileage at Inspection: 25.980

Inspection Location: CARMAX AUTO  
MIDLOTHIAN, VA .23114

Inspector's phone number: 410-571-5743

Inspected By: 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 department report obtained? ☐ 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 SERVICE, 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:

Weather conditions & Visibility: RAINING Approximate Temp (°F): 80 DEGREES

Road Surface: ☐ Concrete ☒ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt

Road Condition: ☐ Dry ☒ Wet ☐ Icy ☐ Other: {

Shoulder ☐ Curb ☒: ☒ Concrete ☐ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt

Shoulder/Curb Condition: ☐ Dry ☒ Wet ☐ Icy ☐ Other: {

Posted Speed Limit 35 MPH.

Any objects in the road? (rocks, scrap metal, pothole, speed bump, etc.) NONE

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: **9/22/08**  
 Vehicle Brand: **CHEVROLET** Model: **COBALT**  
 File ☐ VIN: **71-660884472** VIN: **1G1AK52F357** [REDACTED]

**Length of Drive Prior 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	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe {
Suspension	Normal <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	Describe <b>AXLE BROKE.</b>
Brakes	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe {
Engine	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe {
Electrical	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe {

Were any warning lights illuminated or driver information center messages displayed? ☐ Yes ☒ 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? ☐ Yes ☒ 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. **NONE**

Describe any evasive action: ☐ Turning ☒ Braking ☐ Accelerating ☐ Other: {

Did the vehicle leave the roadway?: ☒ Yes ☐ No Describe: **WENT OVER CURB.**  
 Objects Impacted: **CEMENT CURB**

How was the vehicle transported from the incident site to the present location? ☐ Tow Truck ☒ Flat Bed ☐ Other

Additional comments concerning the incident: **WET AND RAINING. NO OTHER VEHICLE INVOLVED.**

**Section 3 INTERVIEW - VEHICLE HISTORY**

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

**GM VIS AND CARMAX USED CAR INFORMATION.**

Comments: (Additional cmts may be placed in section 9)

**NONE**

Did the owner purchase the vehicle new? ☐ Yes ☒ No Used? ☒ Yes ☐ No Date **3/6/08 24,000 MILES.**  
**CARMAX AUTO SERVICE, INC.**

**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..) Describe:

**NONE**

**VEHICLE REPAIR / SERVICE HISTORY**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File ☐ VIN: 71-660884472 1G1AK52F357 [REDACTED]

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.**

**UNDERBODY / FRAME / CHASSIS AREA:** Describe any damage 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  
 Springs  
 Control arms

Ball joints  
 Steering knuckles  
 Axle assemblies

Tire/wheel assemblies

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

**UNDERHOOD**

Engine compartment

Brake fluid level and condition

Power steering lines, hoses, clamps and connections

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  
 Controls

Overall view of seat position

Photo of options label-glove box/trunk

Odometer

Steering wheel and column

Driver and passenger seat back angle (inclinator measurement)

Sunvisors and headliner

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File ☐ 71-660884472 VIN: 1G1AK52F357 [REDACTED]

Personal items/cargo

**INTERIOR INSPECTION** (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.

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File # 71-660884472 VIN: 1G1AK52F357 [REDACTED]

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?	<b>THE IMPACT WAS TO THE RIGHT FRONT WHEEL AREA. THE UPPER CONTROL ARM IS BROKEN IN HALF. THE AXLE IS BROKEN. PHOTO# 23— --36. THERE IS NO DAMAGES TO THE LEFT FRONT WHEEL AREA.</b>
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	<b>STEERING LINKAGE IS BROKEN. RIGHT FRONT WHEEL RIM IS BENT AND TIRE HAS DAMAGE.</b>
Gear/rack and pinion-Any sign of leakage, damage to boots on the rack, contact by foreign objects?	<b>THE STEERING TIE ROD IS BENT. PHOTO # 25—26. THE STEERING LINKAGE RUBBER BOOT IS LEAKING.</b>
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	<b>NO DAMAGE WAS FOUND TO THE STEERING COLUMN. IGNITION SWITCH OPERATED NORMAL.</b>
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.	<b>NO POWER STEERING PROBLEMS WERE FOUND AT INSPECTION TIME.</b>
PS fluid level and condition-Color, contamination, odor	<b>ALL O.K.</b>
Steering knuckle-All attachments secure and proper?	<b>STEERING CONTROL ARM IS BROKEN IN HALF. PHOTO 27—31.</b>
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	<b>ALL O.K.</b>
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RF	<b>MAJOR DAMAGE TO THE RIGHT FRONT WHEEL AREA. BENT TIE ROD, BROKEN AXLE. BROKEN CONTROLS ARMS AND LINKAGE.</b>
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc Rear sway bars,	<b>REAR SUSPENSION HAD NO DAMAGE AT TIME OF INSPECTION.</b>

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
 Vehicle Brand: CHEVROLET Model: COBALT  
 File ☐ 71-660884472 VIN: 1G1AK52F357 [REDACTED]

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

**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**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: **9/22/08**  
 Vehicle Brand: **CHEVROLET** Model: **COBALT**  
 File ☐ VIN: **71-660884472** VIN: **1G1AK52F357** [REDACTED]

1. IDENTIFICATION:

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

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

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

LF NORMAL

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

LR NORMAL

RR  
 NORMAL

2. TIRE PLACARD DATA:

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

	SIZE	PRESSURE (psi)	PRESSURE AT MAXIMUM LOAD(psi)
TIRES	<u>P 195 70 R 14</u>	<u>34</u>	<u>34</u>
SPARE TIRE	<u>T 115/70D 14</u>	<u>55</u>	<u>60</u>

Section 7

**SITE INSPECTION**

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

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

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 9/22/08  
Vehicle Brand: CHEVROLET Model: COBALT  
File ☐ 71-660884472 VIN: 1G1AK52F357 [REDACTED]

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)**

☒ Photographs    ☒ Data Downloads    ☒ Other Records



# **EAA Inspection Request - Austin**

Date: 9/9/08

**TO: EAA**

EAA/SPX Field Coordinator

Phone: 313-768-2147

Fax: 313-768-2266

Email: [eaafc@servicesolutions.spx.com](mailto:eaafc@servicesolutions.spx.com)

**From: Mark Valverde**

PAR Customer Relations Mgr

Email: [Mark\\_Valverde@gmexpert.com](mailto:Mark_Valverde@gmexpert.com)

Phone: 800-231-1841 ext.11215

Fax: 866-480-3630

Mailing Address:

**GM PAR Investigations**

**7401 E. Ben White**

**Austin, TX 78741**

## **Vehicle Information**

**VIN#: 1G1AK52F357**

**Year/Make: 2005 Chevrolet**

**Model: Cobalt**

**Contact's Name: Rocky Pintaville**

**Contact's Number: (804) 320-8000**

**Vehicle Location: Whitlow Chevrolet**

**9701 Midlothian Pk**

**Richmond VA 23235**

**If located at a Salvage/Auction Yard:**

**Ins. Adj. Name:**

**Phone #:**

**Claim or Salvage ID #:**

## **Claimant Information**

**PAR File #: 71-660884472**

**Claimant Name:**

**Claimant Home #:**

**Claimant Work #:**

**Claimant Cell #:**

**Address:**

**Richmond, VA**

## **Required Actions:**

- ☒ 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):**

<input type="checkbox"/> Accelerator/Throttle Control	<input type="checkbox"/> Restraint-SIR/Seatbelts	<input type="checkbox"/> Seats
<input type="checkbox"/> Brake/ABS/TCS/VSES	<input type="checkbox"/> Side Impact	<input type="checkbox"/> Power Sliding Door
<input checked="" type="checkbox"/> Steering/Suspension/Tires/Wheels	<input type="checkbox"/> Inadvertent Deployment	<input type="checkbox"/> OnStar
<input type="checkbox"/> Engine Exhaust/Odor	<input type="checkbox"/> Transmission/Transaxle	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> Engine Stalling	<input type="checkbox"/> Thermal Events	

## **Special Instructions:**

<b>Interview Owner?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Vetronix Requested	<input type="checkbox"/> Obtain Fire/Police Report
<input type="checkbox"/> <u>Other (define)</u>		

**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: <b>Curtis Cook</b>	Date E-Mailed to SA: <b>09/09/08 THANKS, Tom</b>
From: <b>EAA Field Coordinator</b>	Due Date: <b>09/18/08</b>

## **EAA SA Use Only**

Case Acceptance/Investigation: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>Please acknowledge acceptance of this case promptly by phone, fax or email.</b>
<b>Date Report Faxed/Emailed to CRM: 9/24/08</b>



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
FIELD PHOTOGRAPHIC NOTES**

<u>Customer's Name:</u>		<u>Inspection Date:</u>	9/22/08
<u>Vehicle Brand:</u>	CHEVROLET	<u>Model:</u>	COBALT
<u>File #</u>	71-660884472	<u>VIN:</u>	1G1AK52F357 [REDACTED]

Inspector TOM SAMUELS

Number of Rolls DIGITAL

Roll Number 37

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





















4199

Carmax



COBALT













MFD BY GENERAL MOTORS CORP

DATE  
01/05

GVWR  
1709 KG  
3768 LB

GAWR FRT  
890 KG  
1962 LB

GAWR RR  
819 KG  
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.

TYPE: PASS CAR

1G1AK52F357

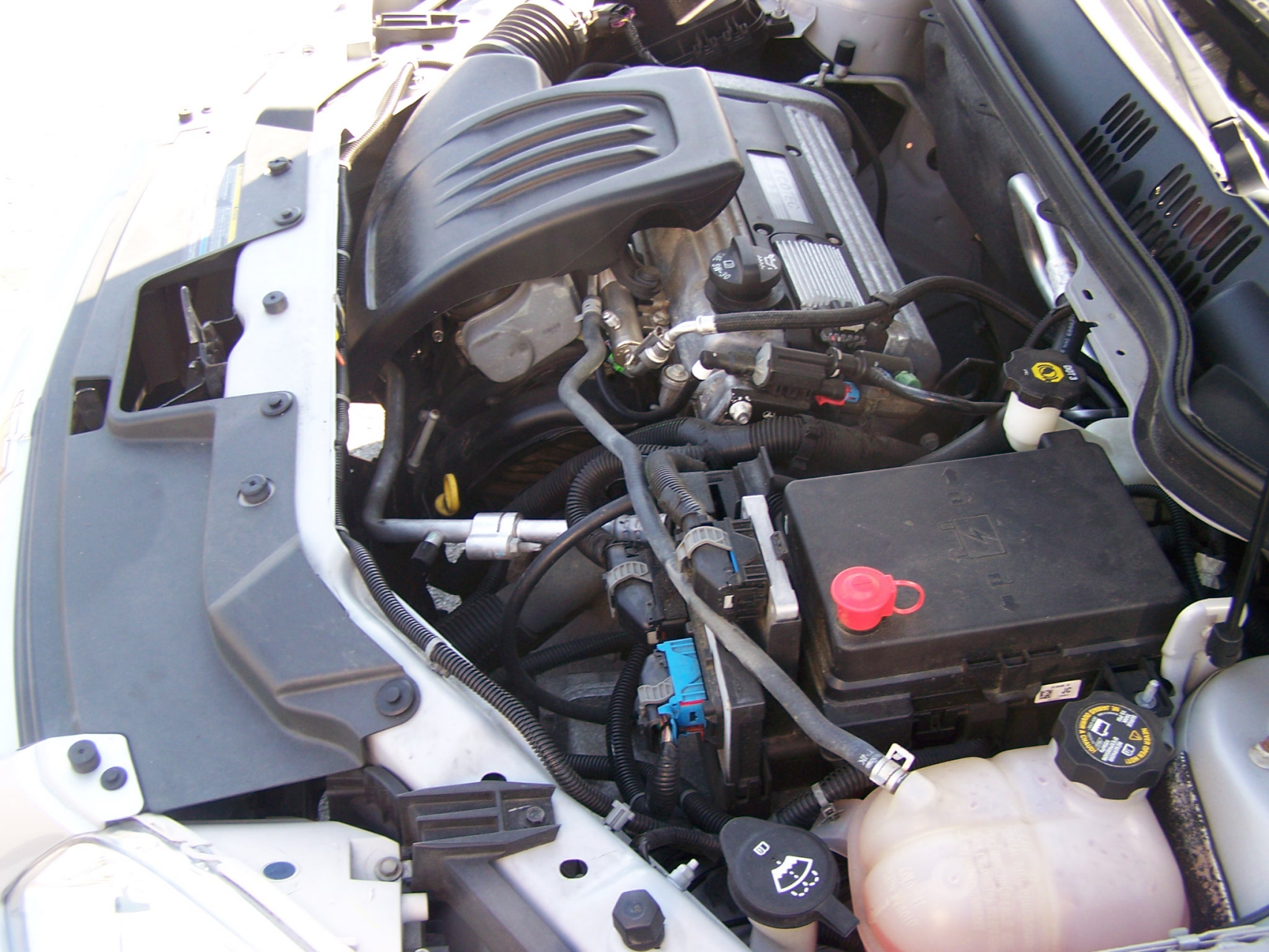
















**CAUTION**  
Ne touchez pas les parties chaudes. Les températures élevées de l'huile et du liquide de refroidissement peuvent causer des brûlures.  
N'ouvrez pas le capot du moteur sans avoir lu attentivement les instructions de sécurité.  
N'essayez pas de démarrer le moteur si le niveau du liquide de refroidissement est bas.  
N'utilisez pas de produits inflammables ou corrosifs.  
N'utilisez pas de produits inflammables ou corrosifs.  
N'utilisez pas de produits inflammables ou corrosifs.

**ATTENTION**  
Ne touchez pas les parties chaudes. Les températures élevées de l'huile et du liquide de refroidissement peuvent causer des brûlures.  
N'ouvrez pas le capot du moteur sans avoir lu attentivement les instructions de sécurité.  
N'essayez pas de démarrer le moteur si le niveau du liquide de refroidissement est bas.  
N'utilisez pas de produits inflammables ou corrosifs.  
N'utilisez pas de produits inflammables ou corrosifs.  
N'utilisez pas de produits inflammables ou corrosifs.













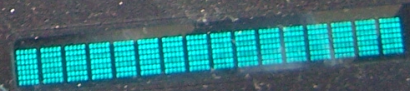








BRAKE









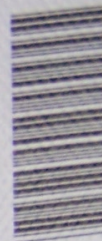
## ⚠ WARNING

- 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.

## ⚠ AVERTISSEMENT

- 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 enfant faisant face à l'arrière.
- 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.



15006351





[REDACTED]

Mr. Rorat

140 miles  
140 miles  
6 hrs

# 71-660884472

USED 24,000

Date: 8/18/2008  
MARTIN CALL  
Hardy's Friend

1G1AK52F35

5'8" tall

WHITLOW (Chevy)  
SAID NOT Warrantly  
NO DEFECTS  
MAINTAINED BY

9/18

Gm PAR. 2005  
Insurance T...  
Chevy





















RADIAL  
TIRELESS

MDI Y-4 P













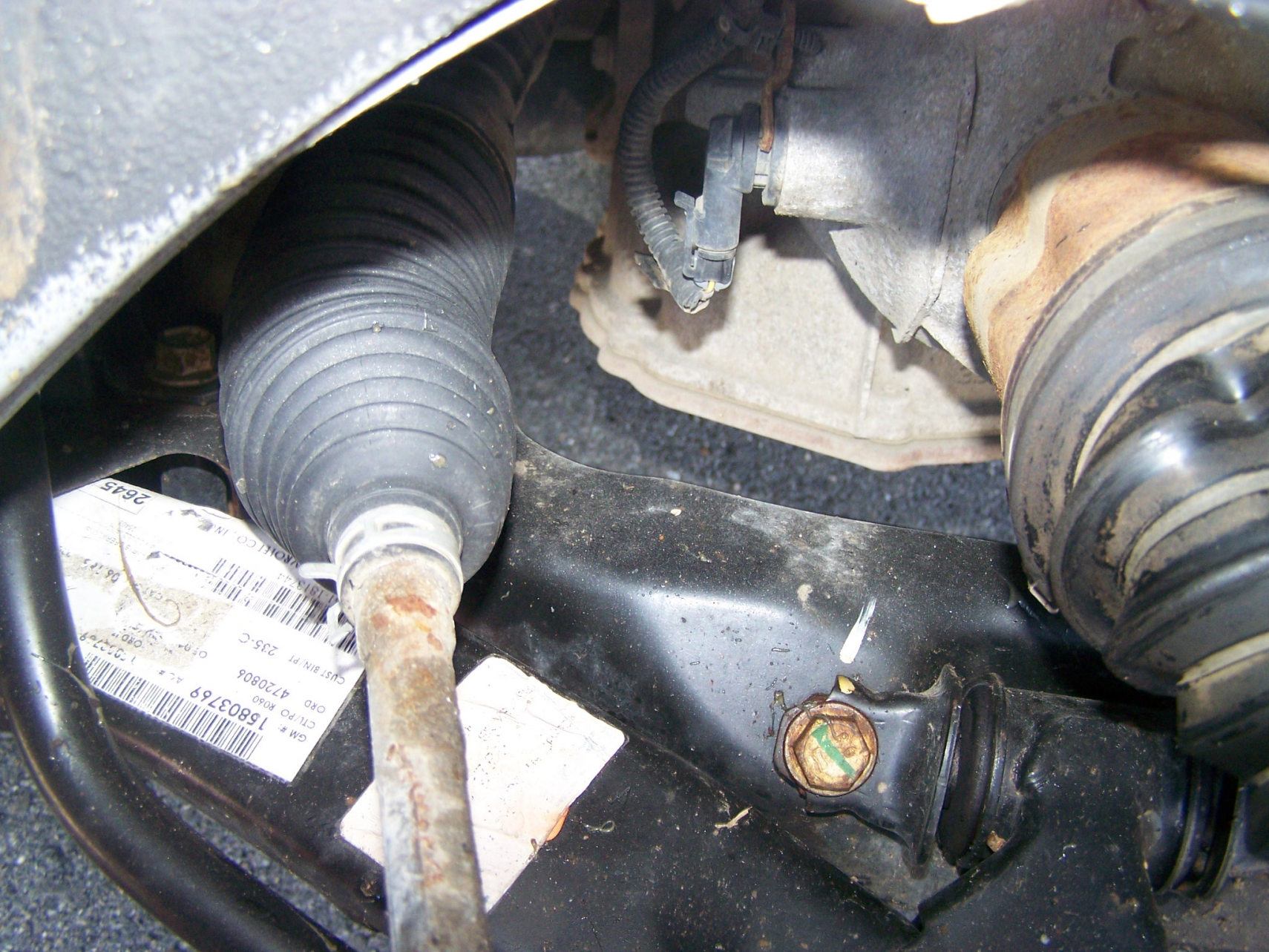




































READ PLIES: 1 POLYESTER - 2 STEEL - 1 POLYESTER  
SIDEWALL PLIES: 1 POLYESTER - 1 POLYESTER





VEHICLE REGISTRATION

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

1G1AL15F16





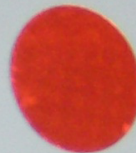
WFO BY GENERAL MOTORS CORP

DATE	GVWR	GAWR FRT	GAWR RR
08/05	1701 KG	876 KG	825 KG
	3750 LB	1931 LB	1819 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.

1G1AL15F167

TYPE: PASS CAR



























4211

7 10



















## CDR File Information

Vehicle Identification Number	1G1AL15F1676[REDACTED]
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 StabiliTrac 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
$05 00 00 00 00 00 00 00
$06 08 0A 10 13 0A 90 11
$07 00 29 00 00 00 00 00
$08 F0 8F 00 00 00 00 00
$09 00 71 69 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 40 00 00 00 00 00 00
$0F BA 00 00 00 00 00 00
$10 47 31 41 4C 31 35 46
$11 31 36 37 36 33 39 32
$12 33 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 02 03 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 39 C1 00 00 00 23 00
$20 40 00 00 00 00 00 00
$21 01 01 00 00 F0 00 00
$22 00 8D 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 0A 9D 00 00
$2F 00 FE 14 E4 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
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$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
$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 FF 00
$45 FF FF FF FF FF FF 00
$46 FF FF FF FF FF FF 00
$47 FF FF FF FF FF FF 00
$48 FF FF FF FF FF FF 00
$49 FF FF FF FF FF FF 00
$4A FF FF FF FF FF FF 00
$4B FF FF FF FF FF FF 00
$4C FF FF FF FF FF FF 00
$4D FF FF FF FF FF FF 00
$4E FF FF FF FF FF FF 00
$4F FF FF FF FF FF FF 00
$50 FF 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 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 FF 00
$6C FF FF FF FF FF FF 00
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$6E FF FF FF FF FF FF 00
$6F FF FF FF FF FF FF 00
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$75 FF FF FF FF FF FF 00
$76 FF FF FF FF FF FF 00
$77 FF 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 FF 00

```

```

$01 41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$02 01 02 03 04
$03 41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$04 01 02 03 04
$05 42 55 FF FF FF FF FF FF FF FF FF FF FF FF FF
$06 FF FF FF FF
$07 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF
$08 FF FF FF FF
$0D 41 48 32 39 35 31 52 35 31 35 34 32 30 59 42 4B
$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 05 32 30 38 34 45 36 30
$14 01 5A 74 02
$17 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF
$18 FF FF FF FF
$21 33 19 2A B4 E6 87 91 9A
$22 90 11
$23 31 41 FA FA FA FA FA
$24 31 41 FA FA FA FA FA
$25 32 41 FA FA FA FA FA
$26 32 41 FA FA FA FA FA
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$41 3F 00 00 02 00 1A
$42 F0 C4
$43 00 00 8E 80

```

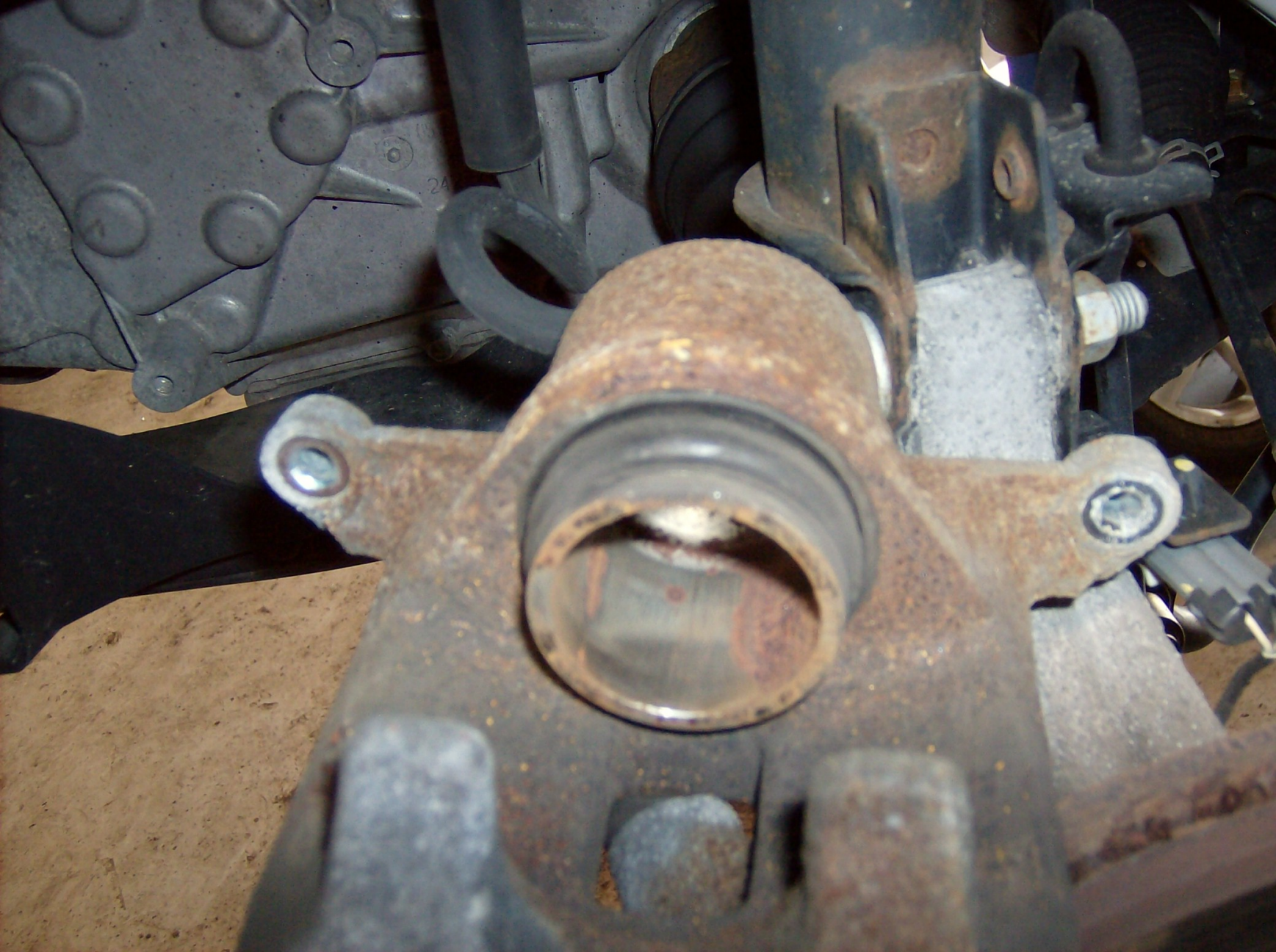
```
$44 C6 00 00 FC C0 C0
$45 07 01 07 01 05 01
$46 FF 1A 1A 64 64
$47 0A 64 06 04 04 05 0A 06 04 0A 00 00 FA 00 00 FF 04 64
$48 18 08 08
$B0 58
$B1 FD FE 00
$B2 FF FF FF FF FF
$B4 41 53 39 30 31 31 32 31 31 36 4E 47 20 20 20 20
$B7 50 AA 04 0F 03
$B8 41 57 68 09 19
$C1 30 46 30 33
$CA 30 46 30 33
$CB 01 5A D1 33
$CC 01 5A D1 33
$D1 00 00
$DB 00 00
$DC 00 00
```







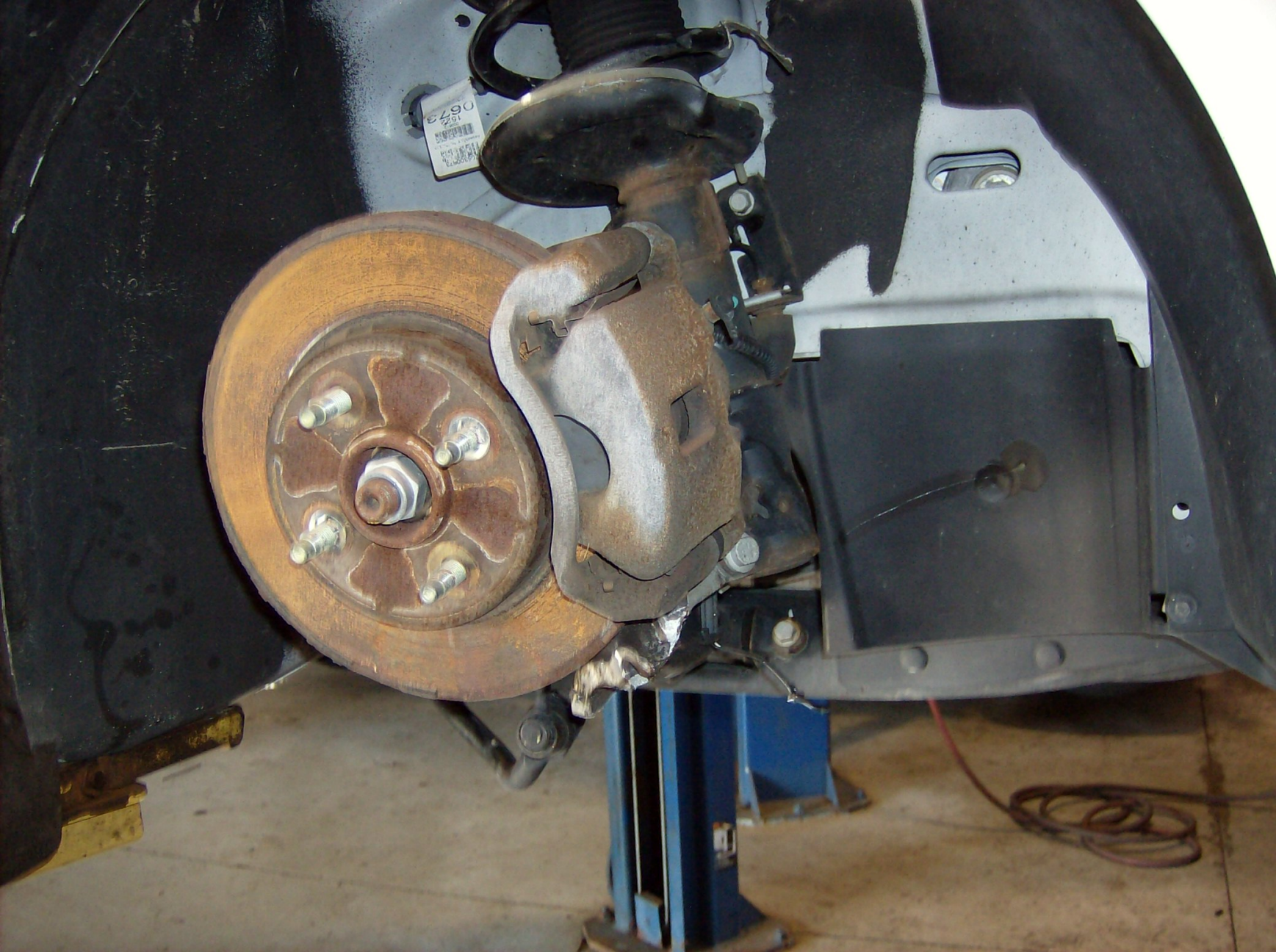
























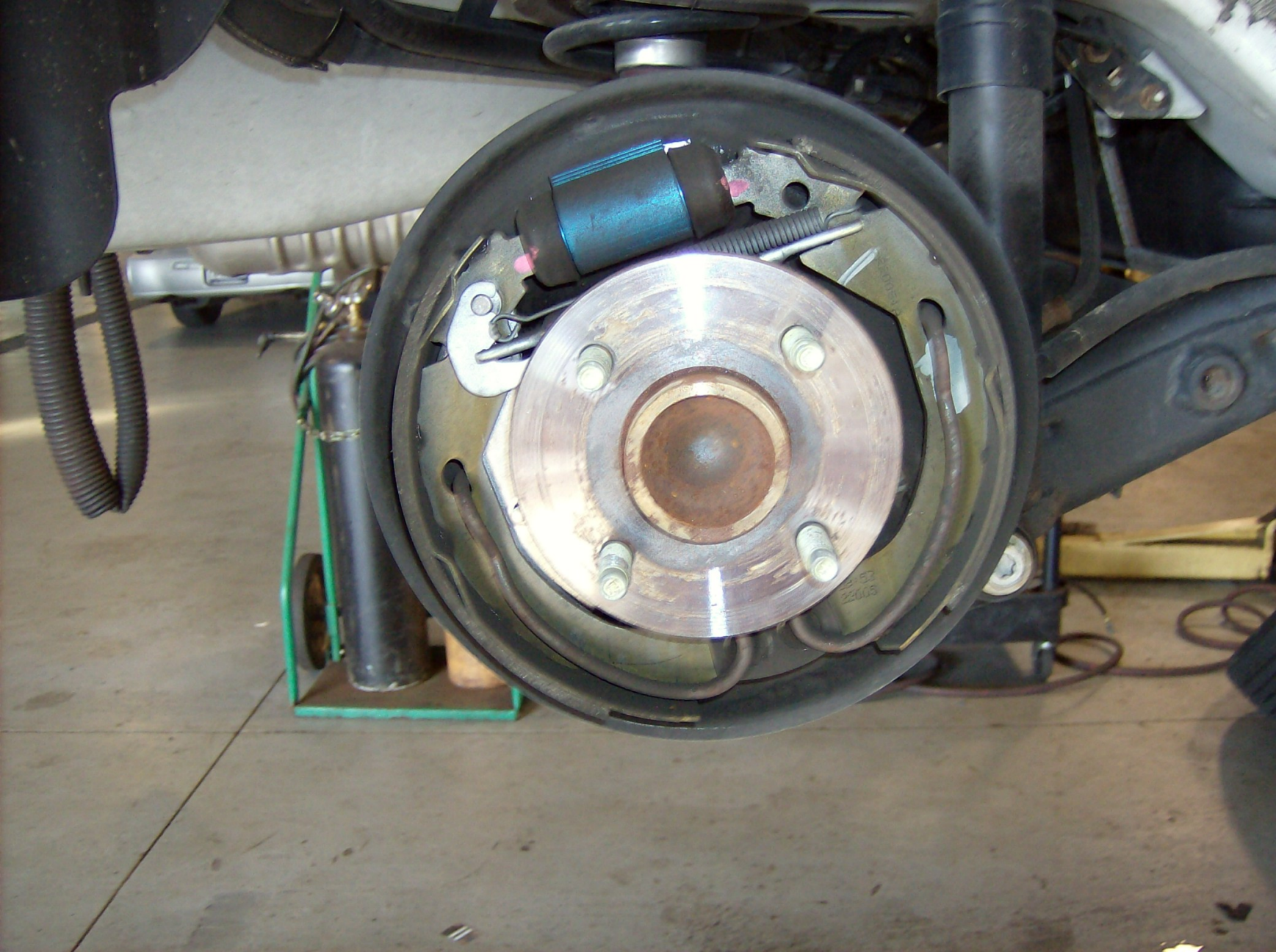




















ECOTEC













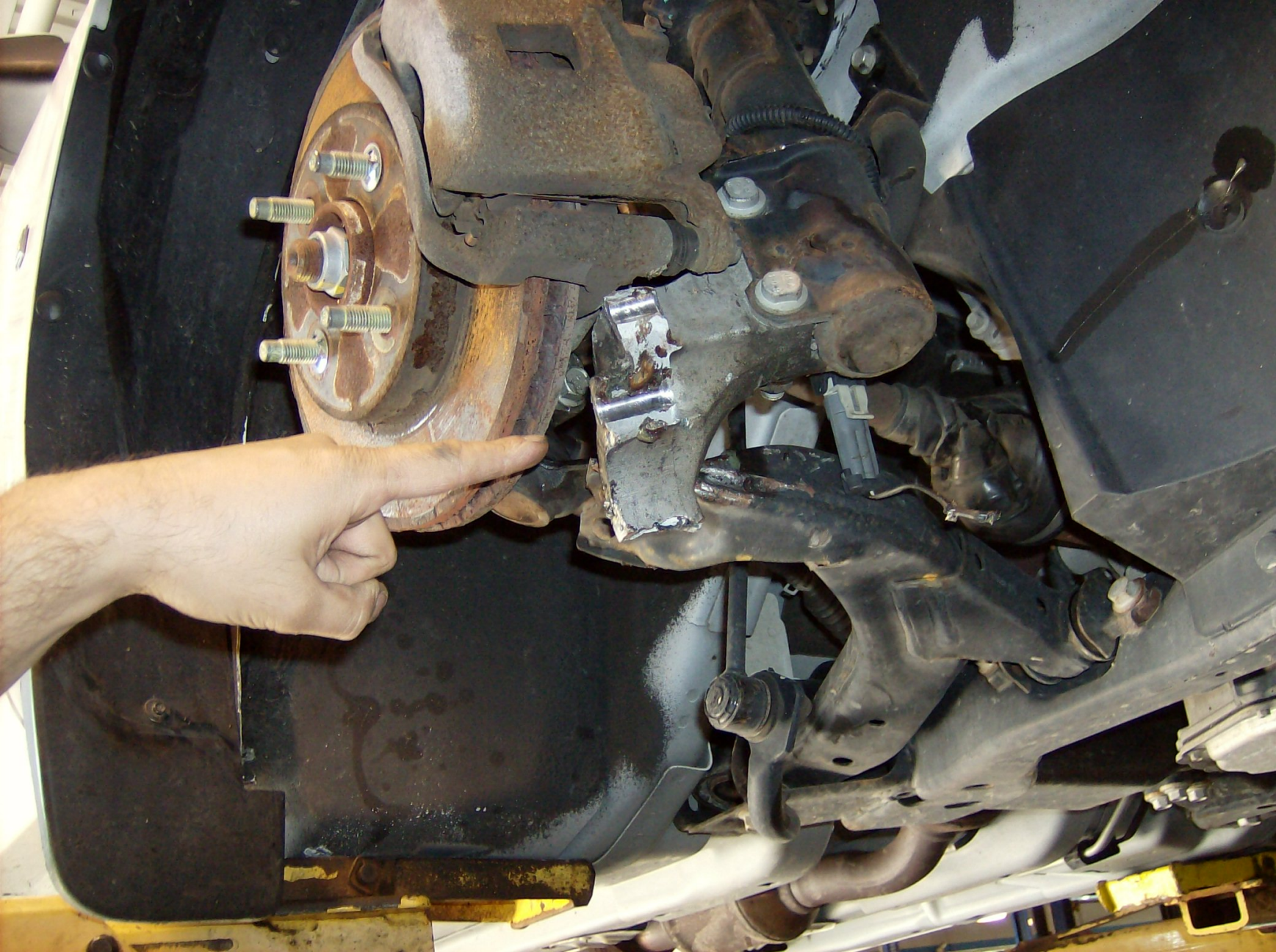




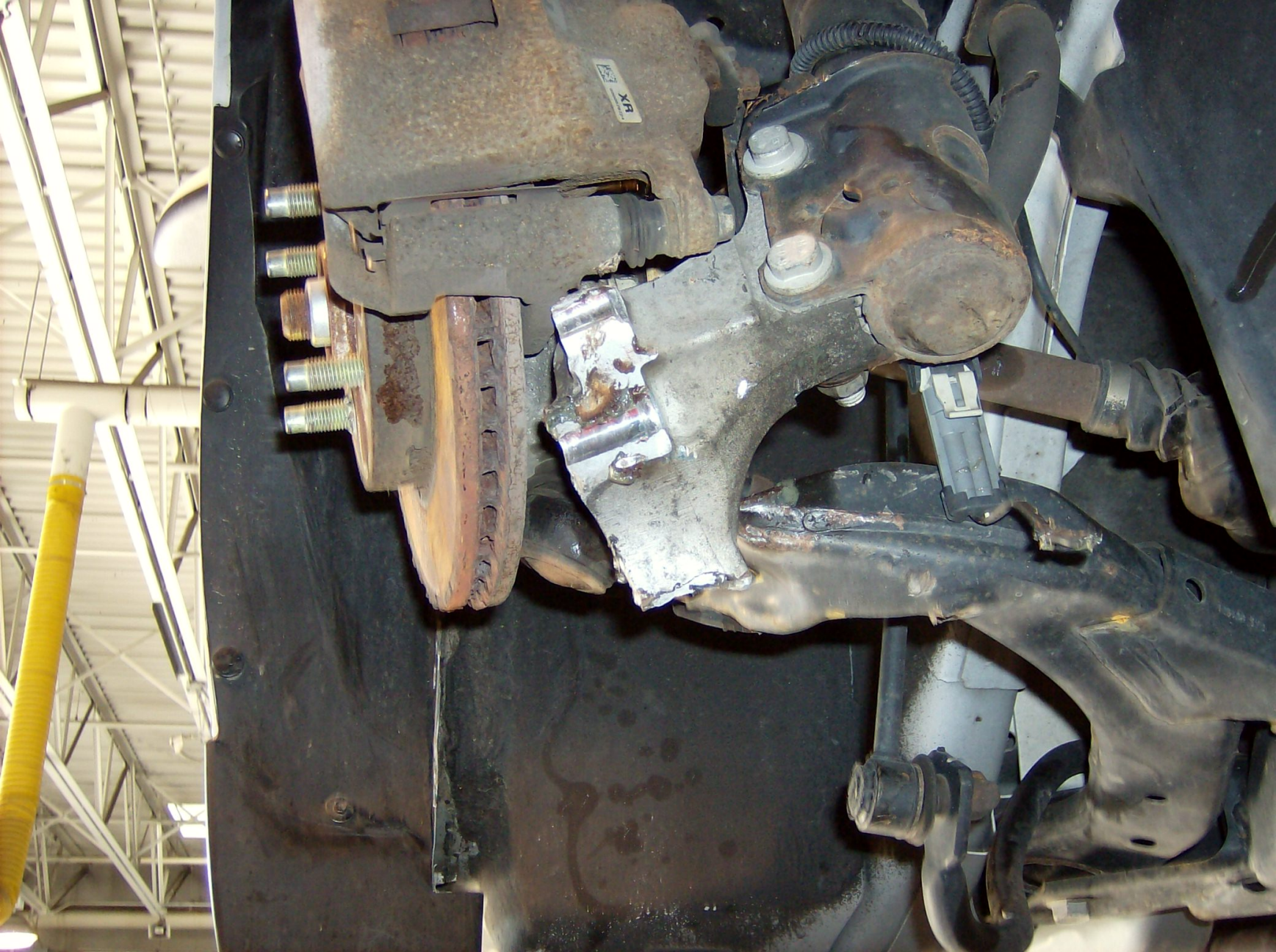
















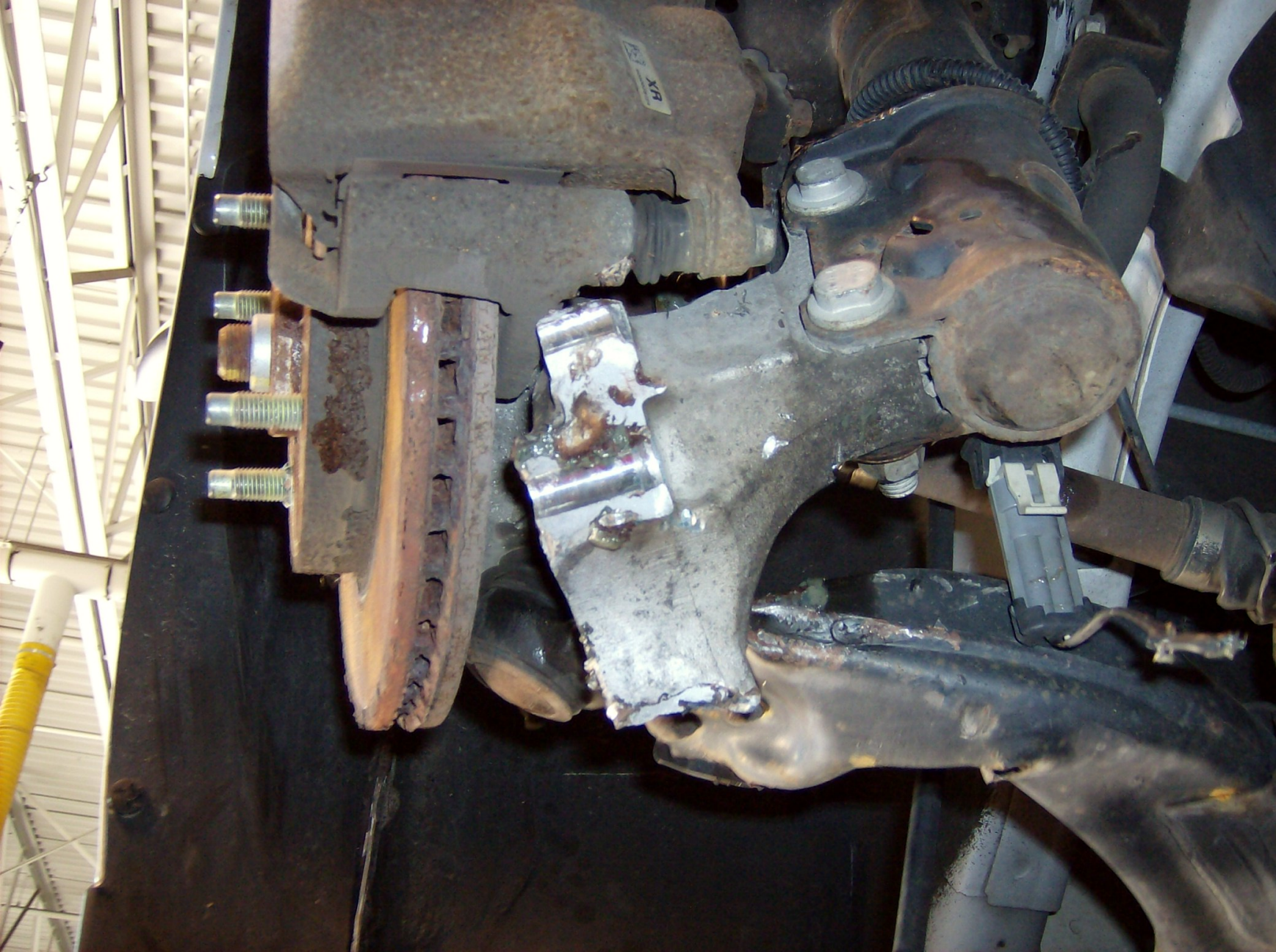






















Investigator

EDWARD LAPOSTA

Case Number

71-662836647

Investigation Date

10/6/2008

Crash Date

9/11/2008

Done

Cancel

Clear

TOSHIBA

EDWARD LAPOSTA  
4131 FREEDOM WAY  
MERTON, WV 26062  
Phone 1-740-632-0875



Bosch Crash Data Retrieval Tool - Collecting Data



Reading Data from Module

Pass 1

Pass 2

Pass 3

Events: NONE Interfaces: DP 2:45 PM

TOSHIBA

EDWARD LAPOSTA  
4131 FREEDOM WAY  
WEIRTON, WV 26062

















BOB JOHNSON  
ROCHESTER, N.Y.



COBALT SS





**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]  
Vehicle Brand: **Chevrolet**  
File #: **71-662836647**

Inspection Date: **10/6/2008**  
Model: **2006 Cobalt**  
VIN: **1G1AL15F167** [REDACTED]

Mileage at Inspection: **26305**

Inspection Location: **Bob Johnson Chevrolet, Inc.  
1271 Ridge Road West  
Rochester, NY 14615  
Phone: 585-663-4040**

Inspector's phone number: **740-632-0875**

Inspected By: **EDWARD J LAPOSTA**

**Section 1 INSPECTION SUMMARY**

**BRIEFLY Describe the customer's ALLEGATION below:**

Driver/Owner [REDACTED] 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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{



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 10/6/2008  
 Vehicle Brand: Chevrolet Model: 2006 Cobalt  
 File # 71-662836647 VIN: 1G1AL15F167 [REDACTED]

**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: 9/11/2008 7:15 AM

Interview date: 9/30/2008

Was a police/fire department report obtained? ☐ 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)

Driver/Owner [REDACTED] states 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 steering 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. The weather was sunny and dry and I had my seat belt on. I was traveling on Publishers Parkway, Rochester, NY for 10 minutes and 7 miles at 60 MPH. I dropped my children off at school and I turned left onto 5 Mile road at 5 MPH. I heard a loud snap and lost steering control of the vehicle. The vehicle went off the right side of the road and the front wheel and tire hit the concrete curb on the right side of the road. The vehicle came to a stop and I got out and saw that the right front wheel and tire was damaged and a chunk of the tire was missing. I had the vehicle towed to Bob Johnson Chevrolet, Rochester, NY to have the steering checked and to repair the right front tire. I was not injured in the incident and there were no other occupants in the vehicle at the time of the incident.

{  
{  
{  
{

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

Driver [REDACTED] female, age 54, 5'3", no disabilities.

**If there was a collision:**

Describe extent of any injuries to the Driver: Driver [REDACTED] was not injured in the incident.

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

{  
{

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

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]  
Vehicle Brand: **Chevrolet**  
File #: **71-662836647**

Inspection Date: **10/6/2008**  
Model: **2006 Cobalt**  
VIN: **1G1AL15F167** [REDACTED]

**Driving conditions at the time of the incident:**

Weather conditions & Visibility: **Clear and Dry** Approximate Temp (°F): **70**

Road Surface: ☐ Concrete ☒ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt  
Road Condition: ☒ Dry ☐ Wet ☐ Icy ☐ Other: {  
Shoulder ☐ Curb ☒: ☒ Concrete ☐ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt  
Shoulder/Curb Condition: ☒ Dry ☐ Wet ☐ Icy ☐ Other: {  
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 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.

<b>Steering</b>	Normal <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	<b>Describe:</b> Driver Anne Falcone alleges she heard a snap noise under the vehicle and then lost steering control of the vehicle.
<b>Suspension</b>	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	<b>Describe</b>
<b>Brakes</b>	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	<b>Describe</b> {
<b>Engine</b>	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	<b>Describe</b> {
<b>Electrical</b>	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	<b>Describe</b> {

Were any warning lights illuminated or driver information center messages displayed? ☐ Yes ☒ 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? ☐ Yes ☒ 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. **No warning lights illuminated, no messages on driver information panel, no unusual noises, smoke or steam observed.**

Describe any evasive action: ☒ Turning ☐ Braking ☐ Accelerating ☐ Other: {

Describe cargo (in the vehicle interior, trunk and/or trailer (if any)): **None**

Estimated total weight of cargo: { Estimated weight of the trailer, if any. {

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 curb on the right side of the road.**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: **10/6/2008**  
 Vehicle Brand: **Chevrolet** Model: **2006 Cobalt**  
 File #: **71-662836647** VIN: **1G1AL15F167** [REDACTED]

How was the vehicle transported from the incident site to the present location? ☒ Tow Truck ☒ Flat Bed ☐ Other

Additional comments concerning the incident: **None**

{  
 {

**Section 3 INTERVIEW - VEHICLE HISTORY**

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

[REDACTED] **Rochester, NY** Phone: [REDACTED] [REDACTED]

Comments: (Additional cmts may be placed in section 9)

**None**

Did the owner purchase the vehicle new? ☒ Yes ☐ No Date **7/17/2006** Used? ☐ Yes ☒ No Date

**VEHICLE MODIFICATIONS / ALTERATIONS**

Are any vehicle modifications or alterations present, and has any after-market equipment been installed? (e.g., objects attached to the steering wheel or instrument panel, controls for disabled persons, shock absorbers, springs, modified body, electrical components, powertrain, wheels or tires, after-market seats, etc..) Describe:

**There are no visible modifications/alterations or after-market equipment installed on the vehicle.**

{  
 {

**VEHICLE REPAIR / SERVICE HISTORY**

Prior electrical system service? ☒ No ☐ Yes If yes, describe: {

{  
 Prior collision repair? ☒ No ☐ Yes If yes, describe: {

Repaired by whom? (name, address, phone) {

{  
 Prior chassis system service, repair, or replacement? ☒ No ☐ Yes If yes, describe what was done: {

Prior electrical system components serviced, repaired, or replaced by whom? ( name, address, phone number)

{  
 Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? ☒ No ☐ Yes

If yes, describe: {

{



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>		<u>Inspection Date:</u>	<b>10/6/2008</b>
<u>Vehicle Brand:</u>	<b>Chevrolet</b>	<u>Model:</u>	<b>2006 Cobalt</b>
<u>File #</u>	<b>71-662836647</b>	<u>VIN:</u>	<b>1G1AL15F167</b> 

## 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.

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**UNDERBODY / FRAME / CHASSIS AREA:** Describe any damage 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.

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**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u> [REDACTED] <u>Vehicle Brand:</u> <b>Chevrolet</b> <u>File #:</u> <b>71-662836647</b>	<u>Inspection Date:</u> <b>10/6/2008</b> <u>Model:</u> <b>2006 Cobalt</b> <u>VIN:</u> <b>1G1AL15F167</b> [REDACTED]
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**CORNER ASSEMBLIES**

Struts/shocks	Ball joints	Tire/wheel assemblies
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.**

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**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.**

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**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.**

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**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	Anne Falcone	<u>Inspection Date:</u>	10/6/2008
<u>Vehicle Brand:</u>	Chevrolet	<u>Model:</u>	2006 Cobalt
<u>File #:</u>	71-662836647	<u>VIN:</u>	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

**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.



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: 10/6/2008

Vehicle Brand: Chevrolet

Model: 2006 Cobalt

File # 71-662836647

VIN: 1G1AL15F167 [REDACTED]

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. RF	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).

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]  
Vehicle Brand: **Chevrolet**  
File #: **71-662836647**

Inspection Date: **10/6/2008**  
Model: **2006 Cobalt**  
VIN: **1G1AL15F167** [REDACTED]

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

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.**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u> <span style="background-color: black; color: black;">[REDACTED]</span> <u>Vehicle Brand:</u> <b>Chevrolet</b> <u>File #:</u> <b>71-662836647</b>	<u>Inspection Date:</u> <b>10/6/2008</b> <u>Model:</u> <b>2006 Cobalt</b> <u>VIN:</u> <b>1G1AL15F167</b> <span style="background-color: black; color: black;">[REDACTED]</span>
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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.

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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:

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

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.**



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>		<u>Inspection Date:</u>	<b>10/6/2008</b>
<u>Vehicle Brand:</u>	<b>Chevrolet</b>	<u>Model:</u>	<b>2006 Cobalt</b>
<u>File #:</u>	<b>71-662836647</b>	<u>VIN:</u>	<b>1G1AL15F167</b> 

**2. TIRE PLACARD DATA:**

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

	<u>SIZE</u>	<u>PRESSURE (psi)</u>	<u>PRESSURE AT MAXIMUM LOAD(psi)</u>
TIRES	<b>P205/55R16</b>	<b>30</b>	<b>35</b>
SPARE TIRE	<b>N/A</b>		

**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.**

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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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**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	[REDACTED]	<u>Inspection Date:</u>	<b>10/6/2008</b>
<u>Vehicle Brand:</u>	<b>Chevrolet</b>	<u>Model:</u>	<b>2006 Cobalt</b>
<u>File #:</u>	<b>71-662836647</b>	<u>VIN:</u>	<b>1G1AL15F167 [REDACTED]</b>

**Section 9****OTHER REPORT INFORMATION**☐**Check here if there was evidence of a "Fire-Related" event.**

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

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

☒ **Photographs**      ☒ **Data Downloads**      ☐ **Other Records**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
FIELD PHOTOGRAPHIC NOTES**

Customer's Name:

[REDACTED]

Inspection Date:

**10/6/2008**

Vehicle Brand:

**Chevrolet**

Model:

**2006 Cobalt**

File #

**71-662836647**

VIN:

**1G1AL15F167** [REDACTED]

Inspector EDWARD J LAPOSTA

Number of Rolls DIGITAL

Roll Number DIGITAL

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



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
FIELD PHOTOGRAPHIC NOTES**

Customer's Name:

[REDACTED]

Inspection Date:

**10/6/2008**

Vehicle Brand:

**Chevrolet**

Model:

**2006 Cobalt**

File #

**71-662836647**

VIN:

**1G1AL15F167** [REDACTED]

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 Stabilitrac 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
$05 00 00 00 00 00 00 00
$06 08 0A 10 13 0A 90 11
$07 00 29 00 00 00 00 00
$08 F0 8F 00 00 00 00 00
$09 00 71 69 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 40 00 00 00 00 00 00
$0F BA 00 00 00 00 00 00
$10 47 31 41 4C 31 35 46
$11 31 36 37 36 33 39 32
$12 33 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 02 03 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 39 C1 00 00 00 23 00
$20 40 00 00 00 00 00 00
$21 01 01 00 00 F0 00 00
$22 00 8D 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 0A 9D 00 00
$2F 00 FE 14 E4 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
$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
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$43 FF FF FF 00 00 00 00
$44 FF FF FF FF FF FF 00
$45 FF FF FF FF FF FF 00
$46 FF FF FF FF FF FF 00
$47 FF FF FF FF FF FF 00
$48 FF FF FF FF FF FF 00
$49 FF FF FF FF FF FF 00
$4A FF FF FF FF FF FF 00
$4B FF FF FF FF FF FF 00
$4C FF FF FF FF FF FF 00
$4D FF FF FF FF FF FF 00
$4E FF FF FF FF FF FF 00
$4F FF FF FF FF FF FF 00
$50 FF 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 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 FF 00
$6C FF FF FF FF FF FF 00
$6D FF FF FF FF FF FF 00
$6E FF FF FF FF FF FF 00
$6F FF FF FF FF FF FF 00
$70 FF FF FF FF FF FF 00
$71 FF FF FF FF FF FF 00
$72 FF FF FF FF FF FF 00
$73 FF FF FF FF FF FF 00
$74 FF FF FF FF FF FF 00
$75 FF FF FF FF FF FF 00
$76 FF FF FF FF FF FF 00
$77 FF 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 FF 00

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$01 41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$02 01 02 03 04
$03 41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$04 01 02 03 04
$05 42 55 FF FF FF FF FF FF FF FF FF FF FF FF FF
$06 FF FF FF FF
$07 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF
$08 FF FF FF FF
$0D 41 48 32 39 35 31 52 35 31 35 34 32 30 59 42 4B
$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 05 32 30 38 34 45 36 30
$14 01 5A 74 02
$17 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF
$18 FF FF FF FF
$21 33 19 2A B4 E6 87 91 9A
$22 90 11
$23 31 41 FA FA FA FA FA
$24 31 41 FA FA FA FA FA
$25 32 41 FA FA FA FA FA
$26 32 41 FA FA FA FA FA
$40 00 00
$41 3F 00 00 02 00 1A
$42 F0 C4
$43 00 00 8E 80

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$44 C6 00 00 FC C0 C0
$45 07 01 07 01 05 01
$46 FF 1A 1A 64 64
$47 0A 64 06 04 04 05 0A 06 04 0A 00 00 FA 00 00 FF 04 64
$48 18 08 08
$B0 58
$B1 FD FE 00
$B2 FF FF FF FF FF
$B4 41 53 39 30 31 31 32 31 31 36 4E 47 20 20 20 20
$B7 50 AA 04 0F 03
$B8 41 57 68 09 19
$C1 30 46 30 33
$CA 30 46 30 33
$CB 01 5A D1 33
$CC 01 5A D1 33
$D1 00 00
$DB 00 00
$DC 00 00
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**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]  
Vehicle Brand: **Chevrolet**  
File #: **71-662836647**

Inspection Date: **10/6/2008**  
Model: **2006 Cobalt**  
VIN: **1G1AL15F167** [REDACTED]

Mileage at Inspection: **26305**

Inspection Location: **Bob Johnson Chevrolet, Inc.  
1271 Ridge Road West  
Rochester, NY 14615  
Phone: 585-663-4040**

Inspector's phone number: **740-632-0875**

Inspected By: **EDWARD J LAPOSTA**

**Section 1 INSPECTION SUMMARY**

**BRIEFLY Describe the customer's ALLEGATION below:**

Driver/Owner [REDACTED] 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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**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: 10/6/2008  
 Vehicle Brand: Chevrolet Model: 2006 Cobalt  
 File # 71-662836647 VIN: 1G1AL15F167 [REDACTED]

## 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: 9/11/2008 7:15 AM

Interview date: 9/30/2008

Was a police/fire department report obtained? ☐ 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)

Driver/Owner [REDACTED] states 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 steering 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. The weather was sunny and dry and I had my seat belt on. I was traveling on Publishers Parkway, Rochester, NY for 10 minutes and 7 miles at 60 MPH. I dropped my children off at school and I turned left onto 5 Mile road at 5 MPH. I heard a loud snap and lost steering control of the vehicle. The vehicle went off the right side of the road and the front wheel and tire hit the concrete curb on the right side of the road. The vehicle came to a stop and I got out and saw that the right front wheel and tire was damaged and a chunk of the tire was missing. I had the vehicle towed to Bob Johnson Chevrolet, Rochester, NY to have the steering checked and to repair the right front tire. I was not injured in the incident and there were no other occupants in the vehicle at the time of the incident.

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

Driver [REDACTED], female, age 54, 5'3", no disabilities.

**If there was a collision:**

Describe extent of any injuries to the Driver: Driver [REDACTED] was not injured in the incident.

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

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

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]  
Vehicle Brand: **Chevrolet**  
File #: **71-662836647**

Inspection Date: **10/6/2008**  
Model: **2006 Cobalt**  
VIN: **1G1AL15F167** [REDACTED]

**Driving conditions at the time of the incident:**

Weather conditions & Visibility: **Clear and Dry** Approximate Temp (°F): **70**

Road Surface: ☐ Concrete ☒ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt  
Road Condition: ☒ Dry ☐ Wet ☐ Icy ☐ Other: {  
Shoulder ☐ Curb ☒: ☒ Concrete ☐ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt  
Shoulder/Curb Condition: ☒ Dry ☐ Wet ☐ Icy ☐ Other: {  
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 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.

<b>Steering</b>	Normal <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	Describe: Driver [REDACTED] alleges she heard a snap noise under the vehicle and then lost steering control of the vehicle.
<b>Suspension</b>	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe _____
<b>Brakes</b>	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe { _____
<b>Engine</b>	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe { _____
<b>Electrical</b>	Normal <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Describe { _____

Were any warning lights illuminated or driver information center messages displayed? ☐ Yes ☒ 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? ☐ Yes ☒ 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. **No warning lights illuminated, no messages on driver information panel, no unusual noises, smoke or steam observed.**

Describe any evasive action: ☒ Turning ☐ Braking ☐ Accelerating ☐ Other: { \_\_\_\_\_

Describe cargo (in the vehicle interior, trunk and/or trailer (if any)): **None**

Estimated total weight of cargo: { \_\_\_\_\_ Estimated weight of the trailer, if any. { \_\_\_\_\_

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 [REDACTED] 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 curb on the right side of the road.**



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED] Inspection Date: **10/6/2008**  
 Vehicle Brand: **Chevrolet** Model: **2006 Cobalt**  
 File #: **71-662836647** VIN: **1G1AL15F167** [REDACTED]

How was the vehicle transported from the incident site to the present location? ☒ Tow Truck ☒ Flat Bed ☐ Other

Additional comments concerning the incident: **None**

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**Section 3 INTERVIEW - VEHICLE HISTORY**

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

[REDACTED] **Rochester, NY** Phone: [REDACTED] [REDACTED]

Comments: (Additional cmts may be placed in section 9)

**None**

Did the owner purchase the vehicle new? ☒ Yes ☐ No Date **7/17/2006** Used? ☐ Yes ☒ No Date

**VEHICLE MODIFICATIONS / ALTERATIONS**

Are any vehicle modifications or alterations present, and has any after-market equipment been installed? (e.g., objects attached to the steering wheel or instrument panel, controls for disabled persons, shock absorbers, springs, modified body, electrical components, powertrain, wheels or tires, after-market seats, etc..) Describe:

**There are no visible modifications/alterations or after-market equipment installed on the vehicle.**

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**VEHICLE REPAIR / SERVICE HISTORY**

Prior electrical system service? ☒ No ☐ Yes If yes, describe: {

{  
 Prior collision repair? ☒ No ☐ Yes If yes, describe: {

Repaired by whom? (name, address, phone) {

{  
 Prior chassis system service, repair, or replacement? ☒ No ☐ Yes If yes, describe what was done: {

Prior electrical system components serviced, repaired, or replaced by whom? ( name, address, phone number)

{  
 Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? ☒ No ☐ Yes

If yes, describe: {

{

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: 10/6/2008

Vehicle Brand: Chevrolet

Model: 2006 Cobalt

File # 71-662836647

VIN: 1G1AL15F167 [REDACTED]

## 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.

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**UNDERBODY / FRAME / CHASSIS AREA:** Describe **any damage** 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.

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**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u> [REDACTED] <u>Vehicle Brand:</u> <b>Chevrolet</b> <u>File #:</u> <b>71-662836647</b>	<u>Inspection Date:</u> <b>10/6/2008</b> <u>Model:</u> <b>2006 Cobalt</b> <u>VIN:</u> <b>1G1AL15F167</b> [REDACTED]
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**CORNER ASSEMBLIES**

Struts/shocks	Ball joints	Tire/wheel assemblies
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.**

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**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.**

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**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.**

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**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>		<u>Inspection Date:</u>	<b>10/6/2008</b>
<u>Vehicle Brand:</u>	<b>Chevrolet</b>	<u>Model:</u>	<b>2006 Cobalt</b>
<u>File #:</u>	<b>71-662836647</b>	<u>VIN:</u>	<b>1G1AL15F167</b> 

**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.

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: 10/6/2008

Vehicle Brand: Chevrolet

Model: 2006 Cobalt

File # 71-662836647

VIN: 1G1AL15F167 [REDACTED]

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. RF	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).

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]  
Vehicle Brand: **Chevrolet**  
File #: **71-662836647**

Inspection Date: **10/6/2008**  
Model: **2006 Cobalt**  
VIN: **1G1AL15F167 [REDACTED]**

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

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.**



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u> [REDACTED] <u>Vehicle Brand:</u> <b>Chevrolet</b> <u>File #:</u> <b>71-662836647</b>	<u>Inspection Date:</u> <b>10/6/2008</b> <u>Model:</u> <b>2006 Cobalt</b> <u>VIN:</u> <b>1G1AL15F167</b> [REDACTED]
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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.

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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:

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

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.**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	<span style="background-color: black; color: black;">XXXXXXXXXX</span>	<u>Inspection Date:</u>	<b>10/6/2008</b>
<u>Vehicle Brand:</u>	<b>Chevrolet</b>	<u>Model:</u>	<b>2006 Cobalt</b>
<u>File #:</u>	<b>71-662836647</b>	<u>VIN:</u>	<b>1G1AL15F167</b> <span style="background-color: black; color: black;">XXXXXX</span>

**2. TIRE PLACARD DATA:**

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

	<u>SIZE</u>	<u>PRESSURE (psi)</u>	<u>PRESSURE AT MAXIMUM LOAD(psi)</u>
TIRES	<b>P205/55R16</b>	<b>30</b>	<b>35</b>
SPARE TIRE	<b>N/A</b>		

Section 7	<b>SITE INSPECTION</b>
-----------	------------------------

**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.**

{ \_\_\_\_\_

{ \_\_\_\_\_

{ \_\_\_\_\_

{ \_\_\_\_\_

Section 8	<b>COMMENT OVERFLOW</b>
-----------	-------------------------

**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.**

{ \_\_\_\_\_

{ \_\_\_\_\_

{ \_\_\_\_\_

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	[REDACTED]	<u>Inspection Date:</u>	<b>10/6/2008</b>
<u>Vehicle Brand:</u>	<b>Chevrolet</b>	<u>Model:</u>	<b>2006 Cobalt</b>
<u>File #:</u>	<b>71-662836647</b>	<u>VIN:</u>	<b>1G1AL15F167 [REDACTED]</b>

**Section 9****OTHER REPORT INFORMATION**

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

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

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

☒ **Photographs**      ☒ **Data Downloads**      ☐ **Other Records**



# **EAA Inspection Request - Austin**

Date: 9/29/08

**TO: EAA**

EAA/SPX Field Coordinator

Phone: 313-768-2147

Fax: 313-768-2266

Email: [eaafc@servicesolutions.spx.com](mailto:eaafc@servicesolutions.spx.com)

**From: Mark Valverde**

PAR Customer Relations Mgr

Email: Mark\_Valverde@gmexpert.com

Phone: 800-231-1841 ext.11215

Fax: 866-480-3630

Mailing Address:

**GM PAR Investigations**

**7401 E. Ben White**

**Austin, TX 78741**

## **Vehicle Information**

**VIN#: 1G1AL15F167**

**Year/Make: 2006 Chevrolet**

**Model: Cobalt**

**Contact's Name: Peter Debone**

**Contact's Number: (585) 663-4040**

**Vehicle Location: R. J. Chevrolet, Inc.**

**1271 W Ridge Road**

**Rochester NY 14615-2406**

## **If located at a Salvage/Auction Yard:**

**Ins. Adj. Name:**

**Phone #:**

**Claim or Salvage ID #:**

## **Claimant Information**

**PAR File #: 71-662836647**

**Claimant Name:**

**Claimant Home #:**

**Claimant Work #:**

**Claimant Cell #:**

**Address:**

**Rochester NY**

## **Required Actions:**

- ☒ 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):**

<input type="checkbox"/> Accelerator/Throttle Control	<input type="checkbox"/> Restraint-SIR/Seatbelts	<input type="checkbox"/> Seats
<input type="checkbox"/> Brake/ABS/TCS/VSES	<input type="checkbox"/> Side Impact	<input type="checkbox"/> Power Sliding Door
<input checked="" type="checkbox"/> Steering/Suspension/Tires/Wheels	<input type="checkbox"/> Inadvertent Deployment	<input type="checkbox"/> OnStar
<input type="checkbox"/> Engine Exhaust/Odor	<input type="checkbox"/> Transmission/Transaxle	<input type="checkbox"/> OTHER: _____
<input type="checkbox"/> Engine Stalling	<input type="checkbox"/> Thermal Events	

## **Special Instructions:**

<b>Interview Owner?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Vetronix Requested	<input type="checkbox"/> Obtain Fire/Police Report
<input type="checkbox"/> <u>Other (define)</u>		

**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: <b>EAA Field Coordinator</b>	Due Date: _____

## **EAA SA Use Only**

Case Acceptance/Investigation: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Please acknowledge acceptance of this case promptly by phone, fax or email.</b>
<b>Date Report Faxed/Emailed to CRM: _____</b>









Attn: Mark

From: Wade (G) Fermaw Chevy

Case #:

71-6628-72430

3 pages total



# FERMAN CHEVROLET

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



CVCS688146

CVCS688146

State Reg. MV-11072

CUSTOMER No.	113851	ADVISOR	WADE SHETLER	915333	TAG No.	8651	INVOICE DATE	10/03/08	INVOICE No.	CVCS688146
		LABOR RATE		LICENSE No.		MILEAGE	51,619	COLOR	/	STOCK No.
		YEAR / MAKE / MODEL	05/CHEVROLET/COBALT/4 DOOR SEDAN				DELIVERY DATE	08/01/05	DELIVERY MILES	
		VEHICLE I.D. No.	1 G 1 A Z 5 2 F 3 5 7				SELLING DEALER NO.	PRODUCTION DATE		
		F. T. E. No.					NO. DATE	10/03/08		
RESIDENCE PHONE			COMMENTS							
BUSINESS PHONE			MO: 51621							

## LABOR &amp; PARTS

J# 1 52CVZ STEERING HOURS: 2.50 TECH(S):501025  
 CUSTOMER STATES POWER STEERING FAILS WHILE DRIVING. SOP ON  
 RO# 685633  
 OPEN CIRCUIT IN STEERING COLUMN POSITION SENSOR  
 OJ 6F  
 REPLACE STEERING COLUMN ASSMBLY AND CALIBRATE

WARRANTY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	19200751	COL KIT 6.518	

JOB # 1 TOTAL PARTS

WARRANTY 0.00

JOB # 1 TOTAL LABOR &amp; PARTS

0.00

COMMENTS-----  
 CUSTOMER PAYS:\$0  
 GM PAYING FOR REPAIR  
 CASE # 71-6628-72430  
 AUTHORIZED BY MARK AT GM  
 866-790-5600 X-13215  
 INVOICE NEEDS TO BE FAXED TO 866-480-3630  
 WILL SHOW UP AS A CREDIT IN ONE TO TWO CREDIT POSTINGS  
 CALLED COMPLETED 3PM 10/03

## TOTALS

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE: \*  
 \* 02/13/2009 / 56621 MI 00CVZ02PENHM \*LOF PENNZOIL HI MI \*  
 \*\*\*\*\*

## PAYMENT METHOD

CASH MASTER CARD/VISA AMERICAN EXPRESS  
 CHECK # DISCOVER GMCPP CHARGE  
 NEW SERVICE DEPARTMENT HOURS .....  
 MONDAY THRU FRIDAY 700AM TO 600PM  
 SATURDAYS OPEN FROM 800AM TO 400PM  
 \* INDICATES LIFETIME GUARANTEE FOR CUSTOMER PAY REPAIRS  
 \*\*\* Visit our website FERMANCHEVY.COM to schedule your next  
 service appointment 24 hours a day / 7 days a week

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$ 0.00

PLEASE GO TO [www.fermansvc.com/csi.aspx](http://www.fermansvc.com/csi.aspx) & COMPLETE OUR CSI  
 SURVEY! YOU COULD WIN A \$500.00 VISA CARD!

**GM**  
**Goodwrench**  
**Service**

**GENUINE**  
**GM Parts**

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 than an original.





# FERMAN CHEVROLET

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



CVWS688146

CVWS688146

State Reg. MV-11072

CUSTOMER No. <b>113851</b>	ADVISOR <b>WADE SHETLER</b>	TAG No. <b>915333</b>	INVOICE DATE <b>10/07/08</b>	INVOICE No. <b>CVWS688146</b>
	LABOR RATE	LICENSE No.	MILEAGE <b>51,619</b>	COLOR <b>/</b>
APOLLO BEACH, FL	YEAR / MAKE / MODEL <b>05/CHEVROLET/COBALT/4 DOOR SEDAN</b>		DELIVERY DATE <b>08/01/05</b>	DELIVERY MILES
	VEHICLE I.D. No. <b>1 G 1 A Z 5 2 F 3 5 7</b>		SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. No.	P.O. No.	R.O. DATE <b>10/03/08</b>	
COMMENTS				MO: 51621

LABOR & PARTS  
J# 1 52CVZ STEERING HOURS: 2.50 TECH(S):501025 237.50  
CUSTOMER STATES POWER STEERING FAILS WHILE DRIVING, SOP ON  
RO# 685633  
OPEN CIRCUIT IN STEERING COLUMN POSITION SENSOR  
OJ 6F  
REPLACE STEERING COLUMN ASSMBLY AND CALIBRATE

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 1	1	19200751	COL KIT 6.518	312.93	312.93	438.10
JOB # 1 COST TOTAL				312.93		
JOB # 1 TOTAL PARTS						438.10
JOB # 1 TOTAL LABOR & PARTS						675.60

COMMENTS  
CUSTOMER PAYS:\$0  
GM PAYING FOR REPAIR  
CASE # 71-6628-72430  
AUTHORIZED BY MARK AT GM  
866-790-5600 X-11215  
INVOICE NEEDS TO BE FAXED TO 866-480-3630  
WILL SHOW UP AS A CREDIT IN ONE TO TWO CREDIT POSTINGS  
CALLED COMPLETED 3PM 10/03

R/O TAX 0.00  
R/O TOTALS 675.60

CLAIM TOTALS 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

APPROVED BY SIGNATURE

\*\*\*\*\*

PRE - INVOICE

\*\*\*\*\*

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**Goodwrench**  
**Service**

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**GM Parts**

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# PAR GMWA

## Pre-Authorization/Warranty Claim Tracking Form

Customer and Vehicle Information			
Date	10/15/08	Service Request #	71-662872430
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 Information			
Dealer Name	Ferman Motor Car Company, Inc.		
Dealer Svc Mgr	Steve Dorn	Dlr 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		
Repair Order Close Date	10/07/08		
Labor Op. Code Z1242	Dollar Amt:	675.60	
Labor Op. Code Z1243	Dollar Amt:		
Cause Code (CC)	MJ		
Failure Code (FC)	98		
<b>PUT EVERYTHING IN NET AMOUNT</b>			
Labor Hours and OLH:	<b>DO NOT</b> PUT IN HOURS		
Parts and Labor Costs:	<b>DO NOT</b> PUT IN COSTS		
Net Amount:	675.60		
<b>DO NOT H ROUTE THIS CLAIM</b>			
Authorization Code:	DO NOT PUT IN AN AUTH CODE		
Additional Comments for Dealer:			
<b>IF THIS CLAIM SHOULD REJECT FOR ANY REASON, PLEASE CONTACT ME ASAP</b>			
<b>AND FAX A COPY OF THE REJECTION W/TRACKING FORM TO (      )</b>			
Retain Copy with Dealer Repair Order			
Internal PAR Information			
<b>Complaint:</b>			
	steering did lock up		
<b>Cause:</b>			
	steering column failed		
<b>Correction:</b>			
	repair steering system		
<b>Justification:</b>			
	repair is less than 50% of value		
<b>PAR CRS:</b>			
	Mark Valverde		
<b>Additional Comments:</b>			

# PAR GMWA

## Pre-Authorization/Warranty Claim Tracking Form

Customer and Vehicle Information			
Date	10/15/08	Service Request <input type="checkbox"/>	71-662872430
Customer Name	[REDACTED]		
VIN	1G1AZ52F357 [REDACTED]		
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 Information			
Dealer Name	Ferman Motor Car Company, 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		
Repair Order Close Date	10/07/08		
Labor Op. Code Z1242	Dollar Amt:	675.60	
Labor Op. Code Z1243	Dollar Amt:		
Cause Code (CC)	MJ		
Failure Code (FC)	98		
<b>PUT EVERYTHING IN NET AMOUNT</b>			
Labor Hours and OLH:	<b>DO NOT</b> PUT IN HOURS		
Parts and Labor Costs:	<b>DO NOT</b> PUT IN COSTS		
Net Amount:	675.60		
<b>DO NOT H ROUTE THIS CLAIM</b>			
Authorization Code:	DO NOT PUT IN AN AUTH CODE		
Additional Comments for Dealer:			
<b>IF THIS CLAIM SHOULD REJECT FOR ANY REASON, PLEASE CONTACT ME ASAP AND FAX A COPY OF THE REJECTION W/TRACKING FORM TO (      )</b>			
<b>Retain Copy with Dealer Repair Order</b>			
Internal PAR Information			
<b>Complaint:</b> <div style="border: 1px solid black; width: 200px; height: 20px; display: inline-block; margin-right: 10px;"></div> steering did lock up			
<b>Cause:</b> <div style="border: 1px solid black; width: 200px; height: 20px; display: inline-block; margin-right: 10px;"></div> steering column failed			
<b>Correction:</b> <div style="border: 1px solid black; width: 200px; height: 20px; display: inline-block; margin-right: 10px;"></div> repair steering system			
<b>Justification:</b> repair is less than 50% of value			
<b>PAR CRS:</b> Mark Valverde			
<b>Additional Comments:</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			



Attn: Mark

From: Wade (G) Fermaw Chevy

Case #:

71-6628-72430

3 pages total



# FERMAN CHEVROLET

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



CVCS688146

CVCS688146

State Reg. MV-11072

CUSTOMER No.	113851	ADVISOR	WADE SHETLER	915333	TAG No.	8651	INVOICE DATE	10/03/08	INVOICE No.	CVCS688146
		LABOR RATE		LICENSE No.		MILEAGE	51,619	COLOR	/	STOCK No.
		YEAR / MAKE / MODEL	05/CHEVROLET/COBALT/4 DOOR SEDAN				DELIVERY DATE	08/01/05	DELIVERY MILES	
		VEHICLE I.D. No.	1 G 1 A Z 5 2 F 3 5 7				SELLING DEALER NO.	PRODUCTION DATE		
		F.T.E. No.					P.O. No.			
							R.O. DATE	10/03/08		
RESIDENCE PHONE		BUSINESS PHONE		COMMENTS						
				MO: 51621						

LABOR & PARTS  
J# 1 52CVZ STEERING HOURS: 2.50 TECH(S):501025  
CUSTOMER STATES POWER STEERING FAILS WHILE DRIVING. SOP ON  
RO# 685633  
OPEN CIRCUIT IN STEERING COLUMN POSITION SENSOR  
OJ 6F  
REPLACE STEERING COLUMN ASSMBLY AND CALIBRATE

WARRANTY

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1		19200751	COL KIT 6.518	

JOB # 1 TOTAL PARTS

WARRANTY 0.00

JOB # 1 TOTAL LABOR &amp; PARTS

0.00

COMMENTS  
CUSTOMER PAYS:\$0  
GM PAYING FOR REPAIR  
CASE # 71-6628-72430  
AUTHORIZED BY MARK AT GM  
866-790-5600 X-13215  
INVOICE NEEDS TO BE FAXED TO 866-480-3630  
WILL SHOW UP AS A CREDIT IN ONE TO TWO CREDIT POSTINGS  
CALLED COMPLETED 3PM 10/03

TOTALS

\*\*\*\*\*  
\* NEXT RECOMMENDED SERVICE: \*  
\* 02/13/2009 / 56621 MI 00CVZ02PENHM \*LOF PENNZOIL HI MI \*  
\*\*\*\*\*

PAYMENT METHOD

CASH MASTER CARD/VISA AMERICAN EXPRESS  
CHECK # DISCOVER GMCPP CHARGE  
NEW SERVICE DEPARTMENT HOURS  
MONDAY THRU FRIDAY 700AM TO 600PM  
SATURDAYS OPEN FROM 800AM TO 400PM  
\* INDICATES LIFETIME GUARANTEE FOR CUSTOMER PAY REPAIRS  
\*\*\* Visit our website FERMANCHEVY.COM to schedule your next service appointment 24 hours a day / 7 days a week

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$ 0.00

PLEASE GO TO [www.fermansvc.com/csi.aspx](http://www.fermansvc.com/csi.aspx) & COMPLETE OUR CSI SURVEY! YOU COULD WIN A \$500.00 VISA CARD!

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# FERMAN CHEVROLET

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



CVWS688146

CVWS688146

State Reg. MV-11072

CUSTOMER No. <b>113851</b>	ADVISOR <b>WADE SHETLER</b>	TAG No. <b>915333</b>	INVOICE DATE <b>10/07/08</b>	INVOICE No. <b>CVWS688146</b>
[REDACTED] APOLLO BEACH, FL [REDACTED] [REDACTED] [REDACTED]	LABOR RATE	LICENSE No.	MILEAGE <b>51,619</b>	COLOR <b>/</b>
	YEAR / MAKE / MODEL <b>05/CHEVROLET/COBALT/4 DOOR SEDAN</b>			DELIVERY DATE <b>08/01/05</b>
	VEHICLE I.D. No. <b>1 G 1 A Z 5 2 F 3 5 7</b>			SELLING DEALER NO.
	F. T. E. No.			P.O. No.
RESIDENCE PHONE	BUSINESS PHONE	R.O. DATE <b>10/03/08</b>		
COMMENTS				

MO: 51621

LABOR & PARTS  
J# 1 52CVZ STEERING HOURS: 2.50 TECH(S):501025 237.50  
CUSTOMER STATES POWER STEERING FAILS WHILE DRIVING, SOP ON  
RO# 685633  
OPEN CIRCUIT IN STEERING COLUMN POSITION SENSOR  
OJ 6F  
REPLACE STEERING COLUMN ASSMBLY AND CALIBRATE

PARTS	QTY	FP	NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE
JOB # 1	1		19200751	COL KIT 6.518	312.93	312.93	438.10
JOB # 1 COST TOTAL					312.93		
JOB # 1 TOTAL PARTS							438.10
JOB # 1 TOTAL LABOR & PARTS							675.60

COMMENTS  
CUSTOMER PAYS:\$0  
GM PAYING FOR REPAIR  
CASE # 71-6628-72430  
AUTHORIZED BY MARK AT GM  
866-790-5600 X-11215  
INVOICE NEEDS TO BE FAXED TO 866-480-3630  
WILL SHOW UP AS A CREDIT IN ONE TO TWO CREDIT POSTINGS  
CALLED COMPLETED 3PM 10/03

R/O TAX 0.00  
R/O TOTALS 675.60

CLAIM TOTALS 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

APPROVED BY SIGNATURE

\*\*\*\*\*

PRE - INVOICE

\*\*\*\*\*

**GM**  
**Goodwrench**  
**Service**

**GENUINE**  
**GM Parts**

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SEP 29 2003



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

482325170 8050

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,

[Redacted]

Address: [Redacted] Liberty, Mo [Redacted]

Phone: [Redacted]

E-Mail: [Redacted]

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.

[REDACTED]

Address: [REDACTED] Liberty, MO [REDACTED]

Phone: [REDACTED]

E-Mail: [REDACTED]





## 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 : 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

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 WORSENERED 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



## 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 STEERING 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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residents to  
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## Chevrolet Cobalt

## Cobalt Power Steering Failure

Posted in the Chevrolet Cobalt Forum

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YourLemonLawRights.com

**Power Steering** - Everything to do with Power Steering Items.  
Yahoo.com

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

Chevy Cobalt Problems?

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Immediate Response to Your Inquiry.  
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Power Steering

Everything to do with Power Steering  
Items.  
Yahoo.com

## Comments

Showing posts 1 - 20 of 134 - [prev](#) | [next](#) -[Go to last post](#) | [Jump to page:](#) 1 -

wilsonATL  
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: [0](#)

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 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.

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:

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.

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  
Alto, 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 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.

V.V.

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## Automotive News

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## Expert Picks: SUVs Rated from 4.0 to 5.0 Stars

Despite high gas prices, many families still need an SUV or crossover for family hauling. Here are 21 of the most highly rated SUVs and crossovers.

## Future Fords: Sneak Preview Spy Photos

Get a sneak preview popular 2010 Ford models, including the Mustang, Shelby GT500, and Lincoln MKT.

## Top 10 Used Entry-Level Luxury Cars

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 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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CUSTOMER NO. 34421	ADVISOR MICHAEL ANDERSON 819	TAG NO. 232	INVOICE DATE 09/24/08	INVOICE NO. CVC8982760
	LABOR RATE	LICENSE NO.	MILEAGE 58613	COLOR /
	YEAR / MAKE / MODEL 05/CHEVROLET/COBALT/2 DOOR COUPE	DELIVERY DATE	DELIVERY MILES	
	VEHICLE ID. NO. 1G1AK12F257	SELLING DEALER NO.	PRODUCTION DATE	
LIBERTY, MO	ETE NO.	PO. NO.	R.O. DATE 09/24/08	
RESIDENCE PHONE	BUSINESS PHONE		COMMENTS	

LABOR & PARTS  
J# 1 04CV2

SUSPENSION/STEERING TECH(S):478  
C/A MESSAGE CENTER SHOWS POWER STEERING MESSAGE THEN  
CUSTOMER LOOSE ALL POWER STEERING HAS OPEN CASE WITH  
GENERAL MOTORS  
SAWLED AND INSPECTED SYSTEM FOUND FAILURE IN POWER STEERING  
CUSTOMER DECLINED REPAIR

INTERNAL

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 24CV21

FREE GM INSPECTION TECH(S):478  
PERFORM "FREE" GM VEHICLE INSPECTION  
COMPLETED GM INSPECTION  
FREE GM INSPECTION COMPLETED---SEE YOUR SERVICE ADVISOR  
FOR INSPECTION REPORT FINDING

INTERNAL

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTAL 3-

☐ CHARGE ☐ CREDIT CARD ☐ CHECK ☐ CASH  
☐ WARRANTY

TOTAL LABOR...	0.00
TOTAL PARTS...	0.00
TOTAL SUBLET...	0.00
TOTAL B.O.B...	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE *	0.00

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### 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 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: [REDACTED]

Liberty, Mo [REDACTED]

Phone: [REDACTED]

E-Mail: [REDACTED]

SEP 29 2008



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.

[REDACTED]

Address: [REDACTED] Liberty, MO [REDACTED]

Phone: [REDACTED]

E-Mail: [REDACTED]

NHTSA ODI - Complaints

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

9/25/2008

NHTSA ODI - 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

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 WON'T RECALL IT, BUT MAKE THE PART SO EXPENSIVE YOU CAN'T 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 CAN'T 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

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 WORSENERED 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

9/24/2008



NHTSA ODI - Complaints

Page 1 of 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

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

9/24/2008

NHISA ODI - 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 STEERING 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.

9/25/2008

## Cobalt Power Steering Failure - Topix

Page 1 of 5



Local: Holden, MO (change) | Join the Topix community today: Sign Up | Sign In

ZIP code or keyword



**Ike-battered  
Galveston  
allows  
residents to  
return**



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Chevrolet Cobalt Forums &amp; Polls News Newswire

## Chevrolet Cobalt

## Cobalt Power Steering Failure

Posted in the Chevrolet Cobalt Forum

BOOKMARKS EMAIL

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**Chevy Cobalt Problems?** Submit Your Chevy Cobalt Details for a Free Lemon Law Case Review.  
[martinlawfirm.com](http://martinlawfirm.com)

**Power Steering** - Everything to do with Power Steering Items.  
[rthru.com](http://rthru.com)

**Chevy Cobalt Clearance** - Chevrolet Dealers Cutting Prices to Meet Sales Goals. Get Our Low Price  
[ChevroletCobaltMotorTree.com](http://ChevroletCobaltMotorTree.com)

Chevy Cobalt Problems?

Free Case Review and 24/7 Help with  
 Immediate Response to Your Inquiry.  
[martinlawfirm.com](http://martinlawfirm.com)

Power Steering

Everything to do with Power Steering  
 Items.  
[rthru.com](http://rthru.com)

## Comments

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

Go to last post | Jump to page: 1 -

wilsonATL  
 Atlanta, GA

Sep 9, 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 29, 2007

#2 | Judge It! | Report Abuse | Reply -

Judged: 0

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 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.*

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:

*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.*

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  
 Baita, 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 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.*

V V

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## Get a New Chevrolet Price Quote

Chevrolet

Cobalt

2008

ZIP Code

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## Automotive News

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Get a sneak preview popular 2010 Ford models, including the Mustang, Shelby GT500, and Lincoln MKT.

Top 10 Used Entry-Level Luxury Cars

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 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 &gt;&gt;

## 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...







**GMC**

**HUMMER**

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

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

**GMC****HUMMER**

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 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



57657296

497996



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

INVOICE

PAGE 1

LIBERTY MO  
HOME: [REDACTED]

BUS:



SERVICE ADVISOR: 382 WOODY STOCKTON

SERVICE ADVISOR: 382 WOODY STOCKTON									
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN		TAG	
RED	05	CHEVROLET COBALT		1G1AK12F257		56445/56445		T2468	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE		
26JUL05 IS			17:00 26FEB08		0.00	CASH	26FEB08		
R.O. OPENED		READY		OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC					

07:24 26FEB08 13:15 26FEB08

LINE OPCODE TECH TYPE HOURS

A RECALL-06217- HEAD PROTECTION

CAUSE: RECALL

\*V1556 INSTALL ENERGY ABSORBING DEVICE

164WAR94

2 25844441 F-ABSORBER

FC: 96

PART#: 25844441

COUNT: 2

CLAIM TYPE:

AUTH CODE:

MA

LIST NET TOTAL

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

56445 RECALL .0 PERFORM HEAD RESTRAINT RECALL

\*\*\*\*\*  
B \$50 DIAG C/S HAS ROTATIONAL CLICKING NOISE ON ACCELERATION AND STOPPING

98 INSPECTION AND DIAGNOSIS

164 CEMP

PARTS: 0.00 LABOR: 29.98 OTHER: 0.00 TOTAL LINE B: 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

98 INSPECTION AND DIAGNOSIS

286 CEMP

PARTS: 0.00 LABOR: 29.98 OTHER: 0.00 TOTAL LINE C: 29.98

56445 W5 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 DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

57657296

497996

**VAN**  
CHEVROLET  
*Cadillac*

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

INVOICE

PAGE 2



LIBERTY MO  
HOME [REDACTED]

BUS:

SERVICE ADVISOR: 382 WOODY STOCKTON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAG
RED	05	CHEVROLET COBALT	1G1AK12F257 [REDACTED]		56445/56445	T2468
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
26JUL05 IS			17:00 26FEB08		0.00	CASH
R.O. OPENED	READY	OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC				
07:24 26FEB08	13:15 26FEB08					

LINE OPCODE TECH TYPE HOURS  
ONCE AND NEVER FOUND NO LEAKS. CAR IS 3000 MILES PAST DUE ON OIL  
CHANGED.

LIST NET TOTAL

\*\*\*\*\*

EST: 100.00 26FEB08 07:24 SA: 382

THERE WILL BE A SLIGHT CHARGE  
FOR MATERIALS USED TO REPAIR  
YOUR VEHICLE AND FOR HAZARDOUS  
WASTE REMOVAL

*Heard*  
OF AMERICA

## STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	59.96
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	59.96
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	59.96

57657296

490052

**VAN**  
CHEVROLET  
*Cadillac*

100 N.W. VIVION RD.  
KANSAS CITY, MO 64118  
(816) 454-6686

INVOICE

PAGE 1



LIBERTY, MO  
HOME

BUS:

SERVICE ADVISOR: 312 JEFF WEBB

COLOR		YEAR	MAKE/MODEL		VIN		LICENSE		MILEAGE IN		TAG				
RED		05	CHEVROLET COBALT		1G1AK12F257				50231/50231		T1022				
DEL DATE		PROD. DATE		WARR. EXP.		PROMISED		PO. NO.		RATE		PAYMENT		INV. DATE	
26JUL05		IS				WAIT 30OCT07				0.00		ADV		30OCT07	
R.O. OPENED				READY		OPTIONS:		DLR:05011		ENG:2.2 Liter MFI DOHC					

11:50 30OCT07 13:18 30OCT07

LINE OPCODE TECH TYPE HOURS

A \$9.95 LUBE OIL AND FILTER

CP01 COUPON CHANGE OIL, FILTER, AND CHASSIS LUBE

170 CP

1 12605566 FILTER

1 OIL OIL

PARTS: 14.30 LABOR: 1.00 OTHER: 0.00

LIST	NET	TOTAL
13.92	5.55	5.55
8.75	8.75	8.75
<b>TOTAL LINE A:</b>		<b>15.30</b>

50231 13 LOP CUSTOMER NEEDS REPLACE OIL FILTER CAP RING

\*\*\*\*\*

B CUSTOMER DECLINED ROTATE

D DECLINED SERVICES

14 ISER

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00

<b>TOTAL LINE B:</b>	(N/C)	0.00
----------------------	-------	------

\*\*\*\*\*

EST. 15.00 30OCT07 11:50 SA 312

CUSTOMER PAY NPN MISC. SUBP. FOR REPAIR ORDER

THERE WILL BE A SLIGHT CHARGE  
FOR MATERIALS USED TO REPAIR  
YOUR VEHICLE AND FOR HAZARDOUS  
WASTE REMOVAL

0.15

## STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

## DESCRIPTION

## TOTALS

LABOR AMOUNT	1.00
PARTS AMOUNT	14.30
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.15
TOTAL CHARGES	15.45
LESS INSURANCE	0.00
SALES TAX	1.06
<b>PLEASE PAY THIS AMOUNT</b>	<b>16.51</b>



57657296

4 7 4 3 1 6

VAN  
CHEVROLET  
CADILLAC100 N.W. VIVION RD.  
KANSAS CITY, MO 64118  
(816) 454-6666

ACCOUNTING

LIBERTY, MO

PAGE 1

HOME [REDACTED] BUS:

SERVICE ADVISOR: 382 WOODY STOCKTON

SERVICE ADVISOR: 382 WOODY STOCKTON									
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN		TAG	
RED	05	CHEVROLET COBALT		1G1AK12F257		37302/37302		T1669	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		P.O. NO.	RATE	PAYMENT	INV. DATE	
26JUL05 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 NET TOTAL

A PREFERRED CUSTOMER-CHANGE OIL, FILTER, AND CHASSIS LUBRICATION

PC01 PREFERRED CUSTOMER-CHANGE OIL, FILTER, AND 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	875	0	8.75	8.75	8.75

VERSION 1 (EMP# 151, 03APR07 09:05): 37302 .3 LOP

B PREFERRED CUSTOMER-BALANCE AND ROTATE TIRES

PC10 PREFERRED CUSTOMER-BALANCE AND ROTATE TIRES

151 CEMP	1016	3699			36.99	36.99
----------	------	------	--	--	-------	-------

VERSION 1 (EMP# 151, 03APR07 09:06): 37302 .8 ROT AND BAL TIRES SUGGEST

REPLACING 3 TIRES DUE TO WARE

C\*\* RECALL- 06217 HEAD IMPACT

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

DATE	START	FINISH	DURATION	TYPE	TECH	LINE(S)	CHG
04-03-07	07:49	08:03	0.12	W	263	C	
	08:12	08:12	0.00	W	263	C	
	08:24	09:05	0.68	W	151	A	
	09:05	09:06	0.02	W	151	B	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
46000	4099	1397		46700	555	448	
49100	875	875		46300	0	0	
32400	105	0		6704	0	*****	
22500	5634	*****					

COST, SALE, &amp; COMP TOTALS 2720 5529 0

## STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

## DESCRIPTION TOTALS

LABOR AMOUNT	40.99
PARTS AMOUNT	14.30
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	55.29
LESS INSURANCE	0.00
SALES TAX	1.05

PLEASE PAY  
THIS AMOUNT

57657296

472597

VAN  
CHEVROLET  
CADILLAC100 N.W. VIVION RD.  
KANSAS CITY, MO 64118  
(816) 454-6666

ACCOUNTING

LIBERTY, MO

OME: [REDACTED] BUS:

PAGE 1

SERVICE ADVISOR: 594 BILL ROWAN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAG
ED	05	CHEVROLET COBALT	1G1AK12F257 [REDACTED]		35758/35758	T2345

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
6JUL05 IS			WAIT 10MAR07		0.00	CASH
B.O. OPENED		READY		OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC		

7:17 09MAR07 07:00 12MAR07

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET
------	--------	------	------	-------	-------	------	------	------	------	-----

CS RIGHT REAR TURN SIGNAL IS INOPERATIVE

CAUSE: BULB BURNED OUT

NO760 BULBS, STOP, TAIL, AND TURN LAMP (RIGHT)

REPLACE

495WAR94 0830 666 2585 25.85

1 9441839 BULB LP 136 190 0 2.72 1.90

PC: 6S

PART#: 9441839

COUNT: 1

CLAIM TYPE:

AUTH CODE:

OJ

136 190 TPARTS

666 2585 TLABOR

VERSION 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

TIRE2 REPLACE 2 TIRES

495 ISER 0.80 1776 0 0.00

2 9595086 WHEEL 10778 13700 0 91.33 68.50

2 274288 STEM 238 300 0 2.38 1.50

VERSION 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

CHECK OUT FOR VIBRATION. FOUND RIGHT FRONT AND RIGHT REAR WHEELS

BENT. REPLACE RIGHT FRONT AND RIGHT REAR WHEELS AND BALANCE BOTH RIGHT

SIDE TIRES

THERE WILL BE A SLIGHT CHARGE

FOR MATERIALS USED TO REPAIR

YOUR VEHICLE AND FOR HAZARDOUS

WASTE REMOVAL

## STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE /

## DESCRIPTION

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

ASE PAY  
S AMOUNT

57657296

470566

VAN  
CHEVROLET  
CADILLAC100 N.W. VIVION RD.  
KANSAS CITY, MO 64111  
(816) 454-6666

ACCOUNTING

PAGE 1

LIBERTY, MO

HOME: [REDACTED] BUS:

SERVICE ADVISOR: 127 STEVE ROSS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAX	
RED	05	CHEVROLET COBALT	1G1AK12F257		34034/34034	T121	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
26JUL05 IS			17:00 10FEB07		0.00	CASH	10FEB07
R.O. OPENED		READY	OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC				

08:01 10FEB07 10:30 10FEB07

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A 4	WHEEL ALIGNMENT (INCLUDES BASIC CASTER, CAMBER AND TOE ADJUSTMENT)										

11ALL 4 WHEEL ALIGNMENT (INCLUDES BASIC CASTER, CAMBER AND TOE ADJUSTMENT)											
--	--	--	--	--	--	--	--	--	--	--	--

116	ISER			1.90		4190	8995			89.95	89.95
-----	------	--	--	------	--	------	------	--	--	-------	-------

VERSION 1 (EMP# 116, 10FEB07 10:22): 34034 1.9 ALIGNED 4 WHEELS

B CHECK RIGHT REAR WHEEL FOR DAMAGE

NWD NO WORK PERFORMED AT THIS TIME

116	ISER			0.00		0	0			0.00	0.00
-----	------	--	--	------	--	---	---	--	--	------	------

VERSION 1 (EMP# 116, 10FEB07 10:23): 34034 RIGHT REAR WHEEL IS BENT

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
02-10-07	09:48	10:23	0.58	W	116	B A	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
46300	8995	4190		32400	661	0	
6704	8995	*****		32400	661	*****	

COST, SALE, &amp; COMP TOTALS 4190 8995 0

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



57657296

4 7 0 3 3 1

VAN  
CHEVROLET  
CADILLAC100 N.W. VIVION RD.  
KANSAS CITY, MO 64116  
(816) 454-6666

ACCOUNTING

LIBERTY, MO

HOME: [REDACTED] BUS:

PAGE 1

SERVICE ADVISOR: 85 TAMMY CASEY

SERVICE ADVISOR: 85 TAMMY CASEY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAG	
RED	05	CHEVROLET COBALT	1G1AK12F257 [REDACTED]		33839/33839	T85	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
26JUL05 IS			17:00 07FEB07		0.00	CASH	07FEB07
R.O. OPENED		READY	OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC				

09:57 07FEB07 17:54 07FEB07

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A	CS	HIT A CURB	REPLACE RIM TIRE AND CAP PER CUST REQUEST								
			TIRE REPLACE ONE TIRE								
			174 COMP			762	0			0.00	0.00
			1 19107878 C1956015			6316	7610	0	76.10	76.10	76.10
			1 9595086 WHEEL			5389	9133	0	91.33	91.33	91.33
			1 274288 STEM			119	238	0	2.38	2.38	2.38
			1 9595091 COVER			1763	2987	0	29.87	29.87	29.87
VERSION 1	(EMP# 174,07FEB07 16:30):	33839 .6	REPLACE WHEEL TIRE AND HUB								
CAP											

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
02-07-07	16:14	16:30	0.27	W	174	A	
ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
46000	0	762		46700	19968	13587	
32400	1468	0		22500	21436	*****	

COST, SALE, &amp; COMP TOTALS 14349 19968 0

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	199.68
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	199.68
LESS INSURANCE	0.00
SALES TAX	14.68
PLEASE PAY THIS AMOUNT	214.36

57657296

4 7 0 0 4 3

VAN  
CHEVROLET  
CADILLAC100 N.W. VIVION RD.  
KANSAS CITY, MO 64118  
(816) 454-6666

ACCOUNTING

LIBERTY, MO  
HOME: [REDACTED]

BUS: [REDACTED]

PAGE 1

SERVICE ADVISOR: 119 STEVE JOHNSON

SERVICE ADVISOR: 119 STEVE JOHNSON									
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN		TAG	
RED	05	CHEVROLET COBALT		1G1AK12F257		33887/33887		T1473	
DEL DATE	PROD DATE	WARR EXP	PROMISED		PC NO	RATE	PAYMENT	INV DATE	
26JUL05 IS			WAIT 03FEB07			0.00	ADV	03FEB07	
R.O. OPENED		READY		OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC					

09:20 03FEB07 12:02 03FEB07

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A	PC01	12605566	1			448	555	0	8.69	5.55	5.55
			1			975	875	0	8.75	8.75	8.75
THERE WILL BE A SLIGHT CHARGE FOR MATERIALS USED TO REPAIR YOUR VEHICLE AND FOR HAZARDOUS WASTE REMOVAL											

\*\*\* NO RO PUNCH TIMES ON FILE \*\*\*

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
46000	400	381		46700	555	448	
49100	875	875		32400	105	0	
6504	740	*****	470043	22500	1195	*****	

COST, SALE, &amp; COMP TOTALS

1704

1830

0

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	4.00
PARTS AMOUNT	14.30
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	18.30
LESS INSURANCE	0.00
SALES TAX	1.05
PLEASE PAY THIS AMOUNT	19.35

57657296

21635

**VAN  
CHEVROLET  
CADILLAC**

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

ACCOUNTING

 LIBERTY, MO  
HOME

BUS:

PAGE 1

SERVICE ADVISOR: 296 KELLEY SCHNEIDER

SERVICE ADVISOR: 296 KELLEY SCHNEIDER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAG	
RED	05	CHEVROLET COBALT	1G1AK12F257		32855/32855	T425	
DEL DATE	PROD. DATE	WARR EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
26JUL05 IS			15JAN07		58.00	CHGBS	19JAN07
R.O. OPENED	READY	OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC					

11:42 08JAN07 08:56 19JAN07

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A	***CE	EMPLOYEE***	RT FENDER AND MIRROR								
			900 REPAIR PER ESTIMATE-BODY SHOP								
		215	CBS	7.30		13359	27835			278.35	278.35
		1	15299343 MIRROR			7209	8450	0	122.19	84.50	84.50
B	PAINT	PER ESTIMATE-BODY SHOP									
		901 PAINT PER ESTIMATE-BODY SHOP									
		227	CBS	5.10		8466	19380			193.80	193.80
		MISC PAINT MATERIALS									
		CPM				12750	12750			127.50	127.50

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
47000	47215	21825		47700	8450	7209	
47500	12750	12750		32400	1585	0	
22002	70000	*****	57657296				

COST, SALE, &amp; COMP TOTALS 41784 68415 0

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	472.15
PARTS AMOUNT	84.50
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	127.50
TOTAL CHARGES	684.15
LESS INSURANCE	0.00
SALES TAX	15.85
PLEASE PAY THIS AMOUNT	700.00



01/15/2007 at 01:04 PM  
16542

# 21635

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:

Days to Repair

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

VIN: 1G1AK12F257 Lic: MO Prod Date: 06/2005 Odometer: 30910

Condition: Good

Air Conditioning  
Intermittent Wipers  
Clear Coat Paint  
AM Radio  
CD Player  
Cloth Seats

Rear Defogger  
Body Side Moldings  
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	RT Fender				4.0	1.8
4		Add for Clear Coat					0.7
5		FRONT BUMPER					
6*	R&I	R&I bumper cover-PARTIAL				0.4	
7		FRONT LAMPS					
8	R&I	RT Headlamp assy w/o SPORT				0.3	
9		DOOR					
10*	Rpr	RT Outer panel				0.5	2.2
11		Overlap Major Adj. Panel					-0.4
12		Add for Clear Coat					0.4
13	R&I	RT Belt w'strip				0.3	
14*	R&I	RT Body side mldg red				0.3	
15*	R&I	RT Handle, outside				0.3	
16*	R&I	RT R&I trim panel				0.3	
17#	Rpr	POLISH ROOF RAIL AT FENDER				0.3	

01/15/2007 at 01:04 PM  
16542

Job Number:

**PRELIMINARY ESTIMATE**

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

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
18	R&I	RT Mirror assy w/o power			0.3	
19*	Repl	LKQ RT Mirror assy w/o power +30%	1	<u>84.50</u>	<u>Incl.</u>	<u>0.4</u>
Subtotals ==>				84.50	7.3	5.1

Prior Damage Notes:  
HAIL

Parts				84.50
Body Labor	7.3 hrs @ \$ 38.00/hr			277.40
Paint Labor	5.1 hrs @ \$ 38.00/hr			193.80
Paint Supplies	5.1 hrs @ \$ 25.00/hr			127.50
SUBTOTAL				\$ 683.20
Sales Tax	\$ 212.00 @ 7.4750%			15.85
GRAND TOTAL				\$ 699.05
ADJUSTMENTS:				
Deductible				500.00
CUSTOMER PAY				\$ 500.00
INSURANCE PAY				\$ 199.05

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1CLO5 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 OEM) 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 MOTOR 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 Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, 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. Some 2006 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.





57657296

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VAN  
CHEVROLET  
CADILLAC100 N.W. VIVION RD.  
KANSAS CITY, MO 64118  
(816) 454-6666

ACCOUNTING

LIBERTY MO

HOME: [REDACTED] BUS:

PAGE 1

SERVICE ADVISOR: 205 PHIL WINES

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAG	
RED	05	CHEVROLET COBALT	1G1AK12F257		29627/29627	T1445	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PD NO	RATE	PAYMENT	INV DATE
26JUL05 IS			WAIT 21NOV06		0.00	CASH	21NOV06
R.O. OPENED		READY	OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC				

15:51 21NOV06	16:21 21NOV06										
LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
A	\$16.95	LUBE OIL, AND FILTER									
	PC01	PREFERED CUSTOMER-CHANGE OIL, FILTER, AND									
		CHASSIS LUBRICATION									
	151	CP				372	400			4.00	4.00
	1	12605566	FILTER			448	555	0	8.69	5.55	5.55
	1	OIL OIL				875	875	0	8.75	8.75	8.75
VERSION 1 (EMP# 151, 21NOV06 16:14): 29627 .3 LOP											
B	\$15.95	TIRE ROTATION									
	09	ROTATE TIRES									
	151	CP				496	1595			15.95	15.95
VERSION 1 (EMP# 151, 21NOV06 16:14): 29627 .4 ROT											
		CUSTOMER PAY NPN MISC. SUPP. FOR				0	60				0.60
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
11-21-06	15:52	16:14	0:36	W	151	A	
	16:14	16:14	0:00	W	151	B	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CONTROL
46000	1995	868		46700	555	448	
49100	875	875		6104	60	0	
32400	109	0		22500	3594	*****	

COST, SALE, &amp; COMP TOTALS

2191

3485

0

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	19.95
PARTS AMOUNT	14.30
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.60
TOTAL CHARGES	34.85
LESS INSURANCE	0.00
SALES TAX	1.09
PLEASE PAY THIS AMOUNT	35.94

57657296

4 6 2 4 9 1

VAN  
CHEVROLET  
CADILLAC100 N.W. VIVION RD  
KANSAS CITY, MO 64  
(816) 454-8666

ACCOUNTING

PAGE 1

LIBERTY, MO  
HOME: [REDACTED]

BUS:

SERVICE ADVISOR: 268 DON NICHOLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TA
RED	05	CHEVROLET COBALT	1G1AK12F257 [REDACTED]		26934/26934	T315
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT

26JUL05 IS 17:00 14OCT06 0.00 CASH  
R.O. OPENED READY OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC

08:49 14OCT06 10:13 14OCT06

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET
------	--------	------	------	-------	-------	------	------	------	------	-----

A CUST STATES CK ENG LIGHT IS STAYING ON  
CAUSE: UPDATED PCM CALIBRATION

J6354 POWERTRAIN CONTROL MODULE ENGINE  
REPROGRAMMING WITH SPS

307 WAR 0.40 866 3323 33.23

FC: 11455

PART#: 0

COUNT: 0

CLAIM TYPE:

AUTH CODE:

WG

0 0 TPARTS

866 3323 TLABOR

VERSION 1 (EMP# 307, 14OCT06 09:53): 26934 HAD CODE P0171. REPROGRAMED

PCM 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
------	-------	--------	----------	------	------	---------	-----

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CC
---------	------	------	---------	---------	------	------	----

46200	3323	866		26300	3323	*****	
-------	------	-----	--	-------	------	-------	--

COST, SALE, & COMP TOTALS 866 3323 0

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CUSTOMER SIGNATURE

## DESCRIPTION

LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY

Total Claim: 0

00.00

57657296

4 6 2 0 7 0

VAN  
CHEVROLET  
CADILLAC100 NW WYOMING  
KANSAS CITY, MO 64108  
(816) 454-5555

ACCOUNTING

PAGE 1

LIBERTY, MO

HOME:

BUS:

SERVICE ADVISOR: 268 DON NICHOLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	
RED	05	CHEVROLET COBALT	1G1AK12F257		26664/26664	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
26JUL05 IS			WAIT 09OCT06		0.00	CASH
R.O. OPENED		READY	OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC			

13:12 09OCT06 14:04 09OCT06

LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP LIST NET

A CUST STATES RADIO BUTTONS ARE STARTING TO PEEL INSTALL SOP

CAUSE: RADIO FINISH PEELING

R0760 RADIO, REMOVE AND REPLACE

397 WAR 0.30 701 4154 41.54

14 WAR 0.20 0 0 0.00

FC: 5L PART#: COUNT: 0

CLAIM TYPE:

AUTH CODE: B

VV

0

0 TPARTS

701 4154 TLABOR

VERSION 1 (EMP# 397, 09OCT06 13:51): 26664 RADIO SEEK BUTTONS FADED. R/R  
AND REPLACED RADIO AND PERFORMED SETUP.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
10-09-06	13:33	13:51	0.30	W	397	A	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST
46200	4154	701		26300	4154	*****

COST, SALE, &amp; COMP TOTALS

701 4154

DEALS? AD: CAPON

Code 20

Date 10-10-06

Signature

radio ordered

10-6-06

R04694

at 26394 miles

## STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

## DESCRIPTION

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

W/D Deductible

Total Claim:

61.34



57657296

461941

VAN  
CHEVROLET  
CADILLAC100 N.W. VIVION RD.  
KANSAS CITY, MO 641  
(816) 454-6666

ACCOUNTING

PAGE 1

LIBERTY, MO  
HOME: [REDACTED]

BUS:

SERVICE ADVISOR: 268 DON NICHOLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAX
RED	05	CHEVROLET COBALT	1G1AK12F257 [REDACTED]		26394/26394	T261
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PD. NO.	RATE	PAYMENT
26JUL05 IS			17:00 06OCT06		0.00	CASH
R.O. OPENED		READY		OPTIONS: DLR:05011 ENG:2.2 Liter MFI DOHC		

13:47 06OCT06 15:46 06OCT06

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET
------	--------	------	------	-------	-------	------	------	------	------	-----

A CUST STATES RADIO BUTTONS ARE STARTING TO PEEL

CAUSE: RADIO SHORTED INTERNALLY

R0760 RADIO, REMOVE AND REPLACE

397 WAR

0.20

467

1662

16.62

FC: 6G PART#: COUNT: 0

CLAIM TYPE:

AUTH CODE:

OJ

0 0 TPARTS

467

1662

TLABOR

VERSION 1 (EMP# 397, 06OCT06 15:26): 26394 SOP RADIO P/N 15272189

B WASH

NOCHARGE NO CHARGE

592 ISER

0.00

355

0

0.00

VERSION 1 (EMP# 592, 06OCT06 14:17): 26394

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
10-06-06	13:54	14:17	0.38	W	592	B	
	14:56	14:56	0.00	W	397	A	
	15:25	15:26	0.01	W	397	A	

ACCOUNT	SALE	COST	CONTROL	ACCOUNT	SALE	COST	CC
46200	1662	467		46300	0	355	
26300	1662	*****		6704	0	*****	

COST, SALE, &amp; COMP TOTALS 822 1662 0

## STATEMENT OF DISCLAIMER

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CUSTOMER SIGNATURE

DESCRIPTION	
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

WARRANTY COPY

Total Claim: 16.62  
W/D Deductible

# STATE OF MISSOURI

## CERTIFICATE OF TITLE

027536K862

ORIGINAL

TITLE NUMBER

TTA79290

VEHICLE IDENTIFICATION NUMBER  
1G1AK12F25765296YEAR  
2005MAKE  
CHEVBODY STYLE  
TUDOR

FUEL

GV WEIGHT POSITION STATE MECHANICAL MILEAGE TRANSFER

18

11000

EX 06

PURCHASE DATE DATE ISSUED  
07/06/2007 09/25/2007

LIBERTY

MO

MADE TO

LIBERTY

LIBERTY

MO

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

**Lien release** - To release any lien shown on the face of this title, the lienholder must complete a **notarized Lien Release (DOR-4809)** to be attached to this title before the purchaser applies for a Certificate of Title.

FIRST LIEN

LIEN DATE

MIDWEST UNITED CU  
1800 S OUTER RD  
BLUE SPRINGS  
MO 64015

02/08/2007

SECOND LIEN

LIEN DATE

Any person who knowingly and intentionally submits a separate document releasing a lien of another without authority to do so shall be guilty of a class C felony. (301.640 RSMo)

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

\*ACTUAL MILEAGE

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE DEPARTMENT OF REVENUE. EFFECTIVE 1/1/06 YOU MUST SUBMIT A NOTICE OF SALE TO THE DEPARTMENT OF REVENUE WITHIN 30 DAYS OF SELLING THIS VEHICLE.


MO 363-0332 (09-06)

03195531

*Tush Vincent*  
DIRECTOR OF REVENUE DOR-387 (09-06)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

MUST BE COMPLETED BY SELLER NOTICE OF SALE/TRANSFER SEE INSTRUCTIONS ON REVERSE

PURCHASER NAME - LAST, FIRST, MIDDLE (REQUIRED)		DOR USE ONLY - CODE	
ADDRESS (REQUIRED)			
CITY (REQUIRED)	STATE (REQ)	ZIP CODE (REQUIRED)	COUNTY
DRIVER LICENSE NUMBER OF FIRST PURCHASER		DATE OF BIRTH OF FIRST PURCHASER	
SIGNATURE OF FIRST PURCHASER LISTED ABOVE		PRINTED NAME OF FIRST PURCHASER LISTED ABOVE	
MOY	YEAR	MAKE	VEHICLE IDENTIFICATION NUMBER
	2005	CHEV	1G1AK12F257
			TITLE NUMBER
			TTA79290
			
DATE OF SALE (REQUIRED)		NET PURCHASE PRICE (AFTER TRADE-IN) (REQUIRED)	



**GMC**

**HUMMER**

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

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		CHEVROLET MOTOR DIVISION
74U VICTORY RED	/L4G	GENERAL MOTORS CORPORATION
14B GRAY		100 RENAISSANCE CENTER
ORDER NO. JDSXBQ/TRE	STOCK NO.	DETROIT MI 48243-1114
VIN 1G1 AK12 F2 57		VEHICLE INVOICE 1AD66287482
*****		*****13*05383S

MODEL & FACTORY OPTIONS	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	15.00	13.50	PRC EFF 06/01/05
FE9 50-STATE EMISSIONS	N/C	N/C	KEYS G3594 G3594
JM4 4-WHEEL ANTI-LOCK BRAKE SYSTEM	400.00	360.00	WFP-F QTR OPT-1
K34 CRUISE CONTROL	275.00	247.50	BANK: GMAC - 008
L61 2.2L DOHC 4 CYL ENGINE	0.00	0.00	CHG-TO 05-383
MX0 4-SPD. AUTO. TRANS. W/OVERDRIVE	850.00	765.00	
T43 REAR DECK-LID SPOILER	275.00	247.50	SHIP WT: 2746
UN0 AM/FM STEREO W/CD PLAYER	185.00	166.50	HP: 18.4
			GMS: 15141.28
			SUPPLR: 15819.26
			MRM: 16685.00
			DAN: COUPE
			MEMO 731.00

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.

WESTFALL-O'DELL MOTORS, INC.	REMIT TO GMAC NO. 008
	VIN 1G1AK12F257
	\$ 15872.28 INV 1AD66287482
	DUE 06/14/05 DEALER 05-383

9-25-08

CMV0850111

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,

[Redacted]

Address: [Redacted] Liberty, Mo [Redacted]

Phone: [Redacted]

E-Mail: [Redacted]

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.

[REDACTED]

Address: [REDACTED] Liberty, MO [REDACTED]

Phone [REDACTED]

E-Mail: [REDACTED]



**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 : 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****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 WORSENERED 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

**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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allows  
residents to  
return



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[Chevrolet Cobalt](#) [Forums & Polls](#) [News](#) [Newswire](#)

## Chevrolet Cobalt

## Cobalt Power Steering Failure

Posted in the Chevrolet Cobalt Forum

[BOOKMARK](#) [EMAIL](#)

Ads by Google

**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.  
Yahoo.com

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

**Chevy Cobalt Problems?**

Free Case Review and 24/7 Help with  
Immediate Response to Your Inquiry.  
YourLemonLawRights.com

**Power Steering**

Everything to do with Power Steering  
Items.  
Yahoo.com

## Comments

Showing posts 1 - 20 of 134 [prev](#) [next](#)[Go to last post](#) [Jump to page: 1](#)

wilsonATL  
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:

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 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.

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:

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.

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](#)

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 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.

M.V.

Ads by Google

## Get a New Chevrolet Price Quote

Chevrolet

Cobalt

2008

Zip Code

Go ▶

## Automotive News

Sponsored by MyRide

## Expert Picks: SUVs Rated from 4.0 to 5.0 Stars

Despite high gas prices, many families still need an SUV or crossover for family hauling. Here are 21 of the most highly rated SUVs and crossovers.

## Future Fords: Sneak Preview Spy Photos

Get a sneak preview popular 2010 Ford models, including the Mustang, Shelby GT500, and Lincoln MKT.

## Top 10 Used Entry-Level Luxury Cars

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 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...



501 N. 291 Hwy. I-35 at 291  
LIBERTY, MISSOURI 64068  
(816) 781-3500  
www.heartlandchevrolet.com



PARTS DIRECT (816) 792-1741 • TOLL FREE 1 (800) 996-6678 • FAX (816) 781-2624

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

WE APPRECIATE YOUR BUSINESS. IF FOR ANY  
REASON YOU ARE NOT "COMPLETELY SATISFIED"  
WITH THE SERVICE YOU RECEIVED, PLEASE  
CONTACT KEVIN MONTAVY  
IMMEDIATELY. (816) 781-3500

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER NO. 34421	ADVISOR MICHAEL ANDERSON	TAG NO. 819	INVOICE DATE 09/24/08	INVOICE NO. CVC5982760
	LABOR RATE	LICENSE NO.	MILEAGE 58613	COLOR /
	YEAR / MAKE / MODEL 05/CHEVROLET/COBALT/2 DOOR COUPE			DELIVERY DATE
	VEHICLE ID. NO. 1G1AK12F257			DELIVERY MILES
	F.T.E. NO.			SELLING DEALER NO.
	P.O. NO.			PRODUCTION DATE
LIBERTY, MO	R.O. DATE 09/24/08			
RESIDENCE PHONE	BUSINESS PHONE			COMMENTS

LABOR & PARTS

JW 1 04CVZ SUSPENSION/STEERING TECH(S):478  
C/A MESSAGE CENTER SHOWS POWER STEERING MESSAGE THEN  
CUSTOMER LOOSE ALL POWER STEERING HAS OPEN CASE WITH  
GENERAL MOTORS  
BANNED AND INSPECTED SYSTEM FOUND FAILURE IN POWER STEERING  
CUSTOMER DECLINED REPAIR

INTERNAL

JOB # 1 TOTAL LABOR & PARTS

0.00

JW 2 24CVZ1

FREE GM INSPECTION TECH(S):478  
PERFORM "FREE" GM VEHICLE INSPECTION  
COMPLETED GM INSPECTION  
FREE GM INSPECTION COMPLETED---SEE YOUR SERVICE ADVISOR  
FOR INSPECTION REPORT FINDING

INTERNAL

JOB # 2 TOTAL LABOR & PARTS

0.00

TOTALS

☐ CHARGE ☐ CREDIT CARD ☐ CHECK ☐ CASH  
☐ WARRANTY

TOTAL LABOR... 0.00  
TOTAL PARTS... 0.00  
TOTAL SUBLET... 0.00  
TOTAL... 0.00





## BBB AUTO LINE

September 30, 2008

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

Re:m01 CHV0850111: [REDACTED] vs Chevrolet Motor Division  
1G1AK12F257 [REDACTED]

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, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

**SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Liberty	State: MO	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

**SECTION 2: VEHICLE INFORMATION**

Make: Chevrolet	Model: Cobalt	Year: 2005	Current mileage: 68613
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: N/A, , MO			
Primary Servicing dealer/city/state: HEARTLAND CHEVROLET INC,			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 07/01/05		Mileage at purchase/lease:	
First repair attempt date: 09/24/08		First repair attempt mileage: 68613	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business: Transmission type: <input type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Date of accident:	
Description of damage:			

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

Customer feels that GM should be responsible for the repair.

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

**VEHICLE IDENTIFICATION NUMBER** 1G1AK12F257 [REDACTED]

**Lienholder/Leasing Company** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

**Account Number** \_\_\_\_\_

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Case Number: CHV0850111

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

**Total days out of service for all problems:** \_\_\_\_\_

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

**Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the 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)

<b>Customer:</b> [REDACTED]	<b>SR #:</b> 71-665668392	<b>BBB#:</b> CHV0850111
-----------------------------	---------------------------	-------------------------

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

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

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

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

### Section 3

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

### Section 4

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

---

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

**GMC****HUMMER**

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 back 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 1812

FAX# 866-281-0326



# RETAIL INSTALMENT SALE CONTRACT GMAC FLEXIBLE FINANCE PLAN

Buyer (and Co-Buyer) - Name and Address (Include County and Zip Code)	Dealer Number	Contract Number
LIBERTY MO	LIBERTY MO	WESTFALL-ODELL MOTORS, INC. JCT 10 & 69 HWY EXCELSIOR SPRINGS, MO 64024

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
NEW	2005	CHEVROLET COBALT	CP	1G1AK12E257	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

If truck - Describe body and major items of equipment sold:

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of \$1000.00.
5.99%	\$ 2740.10	\$ 14218.78	\$ 16958.88	\$ 17958.88

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
72	235.54	Monthly beginning 09/09/2005	

**Late Charge.** If a payment is not received in full within 15 days after it is due, you will pay a late charge of 5% of the part of the payment that is late, with a minimum charge of \$1. The charge will not exceed \$5 if the vehicle has a cash price of \$7,500 or less.

**Prepayment.** If you pay off all your debt early you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes)

2 Total Downpayment = (if negative enter "0" and see line 4) below

\$ 15141.28(1)

Gross trade-in \$	- Payoff by seller \$
- Net trade-in \$	+ Cash \$
+ Other (Describe)	
Your Trade-in is a	
Year	Make
	Model

\$ 1000.00(2)

3 Unpaid Balance of Cash Price (1 minus 2)

\$ 14141.28(3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts):

A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below-Covering Damage to the Vehicle	\$	N/A
B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below-Covering Certain Mechanical Repairs	\$	N/A
C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below. Life \$	\$	N/A
D Official Fees Paid to Government Agencies	\$	N/A
E Taxes Not Included in Cash Price	\$	N/A
F Government License and/or Registration Fees (Itemize)	\$	N/A
G Government Certificate of Title Fees	\$	N/A
H Other Charges (Seller must identify who will receive payment and describe purpose)	\$	2.50
to DEALERSHIP for DOC FEE	\$	75.00
to for	\$	
to for	\$	
to for	\$	N/A
to for	\$	N/A
to for	\$	N/A
I Net trade-in payoff to	\$	N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$	77.50(4)

5 Amount Financed-Unpaid Balance (3 + 4)

\$ 14218.78(5)

**Insurance.** If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

**Required Physical Damage Insurance.** Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the Itemization above.

Insurance Company

☒ \$ N/A Deductible Collision and either

☐ Full Comprehensive including Fire, Theft and Combined Additional Coverage

☒ \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

☐ Fire, Theft and Combined Additional Coverage

Optional, if desired - ☐ Towing and Labor costs ☐ Rental Reimbursement ☐ CB Radio Equipment

☐ Collateral Protection Insurance: Collateral Protection Insurance covers fire, theft, combined additional coverage and collision. It also includes a retail purchaser's option. The deductible is \$100, plus 20% of the loss over \$100, but not exceeding a maximum deductible of \$200. This insurance first protects the interest of the Creditor and may not protect your interest.

**Optional Credit Insurance.** Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the Itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**Optional Mechanical Repair Insurance.** The cost of this insurance is shown in 4B of the Itemization above.

Insurance Company

Term: ☐ 36 months or 36,000 miles, whichever occurs first

Term: ☐

☐ \$25 Deductible ☐ \$50 Deductible ☒ \$ N/A Deductible

7. Other (check box)

REBATE

\$

1000.00

\$ 1000.00

3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts):

A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below-Covering Damage to the Vehicle

\$ N/A

B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below-Covering Certain Mechanical Repairs

\$ N/A

C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below.

Life \$

Disability, Accident and Health \$

N/A

\$ N/A

D Official Fees Paid to Government Agencies

\$ N/A

E Taxes Not Included in Cash Price

\$ N/A

F Government License and/or Registration Fees (Itemize)

\$ N/A

G Government Certificate of Title Fees

\$ 2.50

H Other Charges (Seller must identify who will receive payment and describe purpose)

to DEALERSHIP for DOC FEE \$ 75.00

to for \$

to for \$ N/A

to for \$ N/A

to for \$ N/A

to for \$ N/A

I Net trade-in payoff to

\$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf

\$ 77.50

5 Amount Financed-Unpaid Balance (3 + 4)

\$ 14218.78

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the itemization above.

Insurance Company Term: months

☐ \$ N/A Deductible Collision and either:☐ Full Comprehensive including Fire, Theft and Combined Additional Coverage☐ \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage☐ Fire, Theft and Combined Additional CoverageOptional, if desired - ☐ Towing and Labor costs ☐ Rental Reimbursement ☐ CB Radio Equipment☐ Collateral Protection Insurance: Collateral Protection Insurance covers fire, theft, combined additional coverage and collision. It also includes a retail purchaser's option. The deductible is \$100, plus 20% of the loss over \$100, but not exceeding a maximum deductible of \$200. This insurance first protects the interest of the Creditor and may not protect your interest.

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Optional Mechanical Repair Insurance. The cost of this insurance is shown in 4B of the itemization above.

Insurance Company

Term: ☐ 36 months or 36,000 miles, whichever occurs firstTerm: ☐☐ \$25 Deductible ☐ \$50 Deductible ☐ \$ N/A DeductibleCheck the insurance desired: ☐ Life (Buyer ☐ Co-Buyer ☐ Both ☐☐ Disability, Accident and Health (Buyer Only)

(Name of Insurer)

(Home Office Address)

This policy will pay amounts due on this contract up to \$ N/A. Total Policy coverage for this and any other Retail Installment Sale Contract is limited to

\$ N/A

X

Buyer Signature

Date

X

Co-Buyer Signature

Date

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

See the other side of this contract for other important agreements, including your agreement to give the Creditor a security interest in insurance premiums and proceeds.

## Notice to the Buyer.

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Under the law you have the right to pay off in advance the full amount due to and obtain a partial refund of the Finance Charge.

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

You agree to the terms of this contract. You confirm that before you signed this contract, the Creditor gave it to you, and you were free to take it and review it. You confirm that this contract is a completely filled-in copy when you signed it.

Buyer Signs [Signature] Date 07/26/2005 Buyer Signs X [Signature] Date 07/26/2005

Co-Buyers and Other Owners-A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to the Creditor in this contract.

Other owner signs here X

Date

Address

Creditor Signs WESTFALL-ODELL MOTORS, INC. Date 07/26/2005

Title

Seller assigns its interest in this contract to:

☐ General Motors Acceptance Corporation (GMAC)☐ GMACAB☐ Nuvel Credit Corporation.

under the terms of Seller's agreement(s) with assignee.

Assigned with recourse

Assigned without recourse or with limited recourse

WESTFALL-ODELL MOTORS, INC.

Seller

By

Title

Seller

By

Title

Business 10 and 69 Highway  
Excelsior Springs, MO 64024  
630-3151

Purchaser [REDACTED] St. Address [REDACTED] PROFIT, GENE L  
City LIBERTY State MO County CLAY Zip [REDACTED] Telephone [REDACTED]  
I hereby agree to purchase from you under the terms and conditions specified, the following: New ☐ Used ☒ Year 2005  
Make CHEVROLET Body CP Model COBALT Color VICTORY RED Upholstery  
VIN 1G1AL125252 [REDACTED] R. D. Key No. Mileage 14

**RETAIL** Stock No. 223575  
**BUYERS** Date 07/26/2005  
**ORDER** Salesman PROFFITT, GEAR

[illegible]



08/01/08

**WESTFALL-O'DELL MOTORS, INC.**

P.O. Box 339 Highway No. 69 and No. 10  
 Excelsior Springs, Mo. 64024  
 (816) 650-3151

Invoice Date  
 07/26/05

Customer's  
 Order No

68400

LIBERTY

MO

F.O.B

SALESMAN

PROFFITT, GENE E

STOCK #

223575

KEY #

63594

MILEAGE 14

H.P.

GEO

2005 CHEVROLET COBALT

VIN# 1G1AK12F257

\$15,141.28



SELLING PRICE

\$15,141.28



SUB TOTAL  
 PREPARATION FEE  
 SUB TOTAL

\$15,141.28  
 \$75.00

\$15,216.28

REBATE 1000.00

\$1,000.00

BALANCE DUE AFTER CASH DOWN &amp; REBATES

\$14,216.28

BALANCE DUE

\$14,218.78

GMAC  
 SEE REVERSE SIDE FOR TERMS OF LIMITED WARRANTY



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



CUSTOMER NAME: [REDACTED]

VIN: C1611A1K112112517

(or see attached list\*)

## 1. Customer Incentive

I assign the total amount of customer incentive(s) listed to the dealer named below and request that the available customer incentive(s) be applied: (a) 1 to the down payment of this vehicle, (b)     where permissible by law, as a price reduction (Bill of Sale indicates pre-incentive price, amount of incentive, and final price with incentive applied), or (c)     a check be issued in my name by Dealer named below:

Incentive Program Reference	Amount	GM Incentive Code
<u>GM INCENTIVE</u>	\$ <u>4,000.00</u>	
<u>EXPERIMENTAL CASH</u>	\$ <u>1,000.00</u>	
	\$ <u>   </u>	
	\$ <u>   </u>	
	\$ <u>   </u>	
Total Incentive Amount Received		\$ <u>1,000.00</u>

## 2. Other Program Selection (Which may or may not be in lieu of customer incentive programs; for example, Division supported financing/leasing, etc.)

- a. I elect to receive 72mos. 5.9% rate  
in lieu of REBATE and/or
- b. I elect to receive

### - CUSTOMER AND DEALER ACKNOWLEDGMENT -

- a. Vehicle Incentive Acknowledgment. I am the ultimate retail purchaser or lessee of the vehicle bearing this vehicle identification number, which was sold/leased to me by the Dealer, named below. This vehicle was purchased/leased for personal/business use and not resale and I took delivery on 7/27/05 I acknowledge receipt of incentive(s) as described in Item 1A and release GM Division from any future claim or obligation for incentive(s) on this unit

and/or

- b. OnStar Terms and Conditions Acknowledgment I acknowledge that I have received the Terms and Conditions under which the OnStar service in my vehicle is provided (copies are available in the vehicle glovebox, from the dealer, at [www.onstar.com](http://www.onstar.com), or by contacting OnStar as described below).

I understand that in order to cancel the OnStar service in my vehicle, I must press the blue OnStar button in my vehicle or call 1.888.4OnStar (1.888.466.7827) or TTY 1.877.248.2080 and request that my Services be cancelled.

Purchaser/Lessee Signature: [REDACTED]

Date: 7/27/05

The undersigned person, as Dealer representative, certifies that the information on this application is true and correct and the incentive(s) described in Item 1A have been provided to the said purchaser/lessee who has taken delivery of referenced unit through this dealership and that properly completed accurate delivery data has been forwarded to General Motors.

Authorized Dealer Signature: [Signature]Dealership Name: Westfall-ODELL MTRDate: 7/27/05Dealer Code: 05-383

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

# CERTIFICATE OF ORIGIN FOR A VEHICLE

7656



RBLPD019

DATE

06/01/05

INVOICE NO.

1AD66287482

VEHICLE IDENTIFICATION NO.

1G1AK12F257

YEAR

2005

MAKE

CHEVROLET

BODY TYPE

2 DOOR

SHIPPING WEIGHT

2746

H.P. (S.A.E.)

18.4

G.V.W.R.

3724

NO. CYLS.

04

SERIES OR MODEL

1AK37

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

05383 JDSXBQ

WESTFALL-O'DELL MOTORS, INC.

PO BOX 339

EXCELSIOR SPRINGS

MO 64024-0339

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

\*\*\*\*\*

\* THIS VEHICLE \*

\* HAS A \*

\* 50-STATE \*

\* EMISSION \*

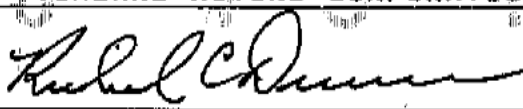
\* SYSTEM \*

\*\*\*\*\*

G41492165

CHEVROLET MOTOR DIVISION  
GENERAL MOTORS CORPORATION

BY:



(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

DETROIT

MI 48243-1114

CITY - STATE

DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 1	Each undersigned seller certifies to the best of his knowledge, information and belief under penalty of the law that the vehicle is new and has not been registered in this or any state at the time of delivery and the vehicle is not subject to any security interests other than those disclosed herein and warrant title to the vehicle.	
	FOR VALUE RECEIVED I TRANSFER THE VEHICLE DESCRIBED ON THE FACE OF THIS CERTIFICATE TO:	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 2	NAME OF PURCHASER(S) _____	
	ADDRESS _____ LIBERTY MO _____	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 3	I certify to the best of my knowledge that the odometer reading is _____ No Tenth	
	DEALER WESTFALL O'DELL MOTORS INC. D264 14 AGENT NAME OF DEALERSHIP DEALER'S LICENSE NUMBER	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 4	State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____	
	County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION Notary Public	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 5	NAME OF PURCHASER(S) _____	
	ADDRESS _____	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 6	I certify to the best of my knowledge that the odometer reading is _____ No Tenth	
	DEALER _____ BY: _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 7	State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____	
	County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION Notary Public	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 8	NAME OF PURCHASER(S) _____	
	ADDRESS _____	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 9	I certify to the best of my knowledge that the odometer reading is _____ No Tenth	
	DEALER _____ BY: _____ NAME OF DEALERSHIP DEALER'S LICENSE NUMBER	
DISTRIBUTOR-DEALER ASSIGNMENT NUMBER 10	State of _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____	
	County of _____ USE NOTARIZATION ONLY IF REQUIRED IN TITLING JURISDICTION Notary Public	
ODOMETER DISCLOSURE FOR RETAIL SALE	Federal law requires you to state the odometer mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and / or imprisonment.	
	I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked. Odometer Reading _____ NO Tenth. <input checked="" type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING ODOMETER DISCREPANCY</b>	
ODOMETER DISCLOSURE FOR RETAIL SALE	Signature(s) of Seller _____ Date of Statement 7-26-05 Date of Sale 7-26-05	
	Printed Name(s) of Seller _____ Being duly sworn upon oath says that the statements set forth are true and correct. Subscribed and sworn to me before this _____ day of _____ 20____	
ODOMETER DISCLOSURE FOR RETAIL SALE	Signature of Purchaser(s) _____	
	Printed Name of Purchaser(s) _____ Notary Public	
ODOMETER DISCLOSURE FOR RETAIL SALE	Company Name (if Applicable) _____ State of _____	
	Address of Purchaser(s) _____ LIBERTY MO _____	
LIEHOLDER	1st lien in favor of GMAC	
	whose address is PO BOX 8104 COCKEYSVILLE MD 21030	
LIEHOLDER	2nd lien in favor of _____	
	whose address is _____	



ANY FALSE STATEMENT IN THIS APPLICATION IS A VIOLATION OF THE LAW AND MAY BE PUNISHED BY FINE OR IMPRISONMENT OR BOTH. (301.420 RSMo)

TRANS TYPE <input type="checkbox"/> RENEWAL/TRANSFER PLATES <input type="checkbox"/> TRANSFER PLATES <input type="checkbox"/> NEW PLATES <input type="checkbox"/> TITLE ONLY	RECIPROCCITY ONLY DOR USE ONLY - REJECT NUMBER LICENSE PLATE NO.	PRORATE NO. STAPLE HERE BRAND CODE
--	--	--

OFFICE VALIDATION

## APPLICATION FOR MISSOURI TITLE AND LICENSE

ORIGINAL <input type="checkbox"/>	DUPLICATE <input type="checkbox"/>	NON-NEGOT. <input type="checkbox"/>	PRIOR SALVAGE <input type="checkbox"/>	CORRECTED <input type="checkbox"/>	MECHANIC LIEN <input type="checkbox"/>	SALVAGE <input type="checkbox"/>	DUP. SALVAGE <input type="checkbox"/>	JUNK <input type="checkbox"/>	DUP. JUNK <input type="checkbox"/>	<input type="checkbox"/> TRANSFER ON DEATH (TOD) <input type="checkbox"/> TENANTS IN COMMON
OWNER'S NAME - LAST, FIRST, MIDDLE (ONLY 38 POSITIONS WILL PRINT ON TITLE) INCLUDING TOD [REDACTED]								TOD BENEFICIARIES, IF APPLICABLE		
STREET ADDRESS, R.R. OR P.O. BOX NUMBER [REDACTED]								COUNTY CLAY	FLEET NUMBER	L/R NUMBER
CITY LIBERTY								STATE MO	ZIP CODE [REDACTED]	
YEAR 2005								MAKE CHEVROLET	VEHICLE IDENTIFICATION NUMBER (IF TYPING, DISREGARD BLOCK CONSTRAINTS) 1G1AK12F257	BODY STYLE
COLOR RED								FUEL G	G - GAS D - DIESEL N - NATURAL	P - PROPANE E - ELECTRIC O - OTHER
GVWR OVER 16,000 LBS. <input type="checkbox"/> YES								IF NEW, LIST GVWR	MILEAGE 14	CODE
KIND OF VEHICLE P - PASSENGER M - MOTORCYCLE T - TRUCK C - TRICYCLE D - TRAILER W - REG. VEHICLE B - BUS A - ATV								PREVIOUS TITLE NUMBER	STATE	ZONE
PURCHASE DATE 07/26/2005								VEHICLE TRADE-IN	REBATE	
NET PRICE \$ 14141.28										
FIRST LIEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO								SECURITY AGREEMENT DATE	LIENHOLDER'S PHONE NO.	SECOND LIEN <input type="checkbox"/> YES <input type="checkbox"/> NO
1 FIRST LIEN GMAC								2 SECOND LIEN/MAIL TO	<input type="checkbox"/> STFA	SECURITY AGREEMENT DATE
STREET ADDRESS, R.R. OR P.O. BOX NUMBER PO BOX 8104								CITY COCKEYSVILLE	STATE MD	ZIP CODE 21030
TRADE-IN <input type="checkbox"/> LICENSE TRANSFER <input type="checkbox"/> OTHER CREDIT								YEAR 2005	MAKE CHEVROLET	LICENSE NUMBER
VEHICLE IDENTIFICATION NUMBER								EXR. YEAR	FIRST LIENHOLDER AUTHORIZES SECOND LIEN BY SIGNING HERE: ▶	
H.P.								TITLE NUMBER		
SIGNATURE OF ONE OWNER REQUIRED "I CERTIFY UNDER PENALTY OF PERJURY THAT THE FACTS HEREIN ARE TRUE TO THE BEST OF MY KNOWLEDGE."										
DEALER INFO. MD DEALER NUMBER 00264								DEALER NAME WESTFALL-ODELL MOTORS, INC. EXCELSTO	ONE NUMBER	
"I CERTIFY UNDER PENALTY OF PERJURY THAT THE FACTS HEREIN ARE TRUE TO THE BEST OF MY KNOWLEDGE."								SIGNATURE OF DEALER OR REPRESENTATIVE	TRADE-IN <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DUPLICATE TITLE ONLY - COMPLETE REASON AND NOTARIZE. NOTARY INFORMATION APPLIES TO APPLICANT'S SIGNATURE. <input type="checkbox"/> LOST <input type="checkbox"/> STOLEN <input type="checkbox"/> MUTILATED (ATTACH MUTILATED TITLE) <input type="checkbox"/> NEVER RECEIVED - LOST IN MAIL								DONATIONS <input type="checkbox"/> \$1 BLIND FUND <input type="checkbox"/> \$1 ORGAN FUND <input type="checkbox"/> \$10 WW II MEMORIAL FUND	FUND DONATIONS	
NOTARY PUBLIC EMBOSSESSOR OR BLACK RUBBER STAMP SEAL								STATE	COUNTY (OR CITY OF ST. LOUIS)	
SUBSCRIBED AND SWORN BEFORE ME, THIS								DAY OF		
NOTARY PUBLIC SIGNATURE								MY COMMISSION EXPIRES		
NOTARY PUBLIC NAME (TYPED OR PRINTED)										
FOR OFFICE USE ONLY <input type="checkbox"/> FHVUT <input type="checkbox"/> WGT. OF PLATES FORM 2290								TITLE/QUICK FEE		
<input type="checkbox"/> PP <input type="checkbox"/> INS <input type="checkbox"/> FEIN <input type="checkbox"/> FMC&R <input type="checkbox"/> SAFETY <input type="checkbox"/> EMISSION								DIST. AMT. \$	STATE TAX \$	
								SITE CODE	LOCAL TAX \$	
MADA 1010585								SUBTOTAL		
<input type="checkbox"/> APPROVE <input type="checkbox"/> REJECT								MILEAGE DATE		
SURRENDERED PLATE NUMBER										
SURRENDERED PLATE CREDIT										
								PROCESSING OR AGENT FEE		
								TOTAL		
								PROCESSED BY		

BRANCH OFFICE VALIDATION ONLY:

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 418060  
Kansas City, MO 64141

HOME:

BUS:

SERVICE ADVISOR: 2109 STEVE BLACK

SERVICE ADVISOR: 2109 STEVE BLACK									
COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/OUT		TAG
VICTORY RE	05	CHEVROLET COBALT		1G1AK12F257			3/3		T2134
DEL DATE	PROD DATE	WARR EXP	PROMISED		PO NO.	RATE	PAYMENT	INV DATE	
IS			20:00 18JUN05			82.00	CASH	22JUN05	
R.O. OPENED		READY		OPTIONS: STK:223575 DLR:213519 ENG:L61 TRN:MX0					

11:12 18JUN05 14:46 22JUN05

LINE OPCODE TECH TYPE HOURS

A SERVICE FOR DELIVERY

CAUSE: INSPECT AS PER PRE-DELIVERY

Z7000 PRE-DELIVERY INSPECTION - BASE TIME

2444 WCH4 1.30

95.10 95.10

PERFORM PRE-DELIVERY INSPECTION

\*\*\*\*\*

B NEW VEHICLE FLUIDS

26 NEW VEHICLE FLUIDS

2444INSIN 0.00

1 1051515 OPTIKLEEN

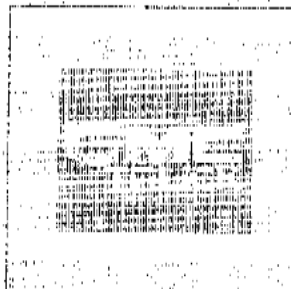
6.56 0.00 0.00  
3.81 3.81

\*\*\*\*\*

OUR GOAL IS TO REPAIR YOUR VEHICLE RIGHT THE FIRST TIME. IF WE DID NOT, PLEASE ACCEPT OUR APOLOGY AND LET US KNOW SO WE CAN BETTER SERVICE YOU AND YOUR VEHICLE'S NEEDS. THANK YOU FOR YOUR BUSINESS!!!!!!

HILLTOP

Caldwell



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

X

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

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 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.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



**GMC**

**HUMMER**

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

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**

**SR Number:** 71-665668392

**BBB Case:** CHV0850111

**Customer:** [REDACTED]

**VIN:** 1G1AK12F257 [REDACTED]

**Make/Model/Year:** Chevrolet/Cobalt/2005

**In Service:** 7/26/2005 **Mileage:** 68,613

**Received Date:** 9/30/2008

**Day 15 Date:** 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**

**Completion Date/Time:** 9/30/2008 / 12:07 PM

☒ **Dealer Svc Mgr**

**Completion Date/Time:** 9/30/2008 / 12:28 PM

☐ **Dealer Finance Mgr**

**Completion Date/Time:** /

☒ **AVM**

**Completion Date/Time:** 10/2/2008 / 04:34 PM

☒ **Repair Orders Requested:**

**Received:** 10/6/2008 and 10/7/2008

☒ **Sales Documents:**

**Received:** 10/6/2008

☒ **BARS / Finance Sheet**

☒ **Case Assessment (by Day 14):**

**Lemon Law Eligible:**

**Yes** ☐

**No** ☒

**Presumption:**

**Yes** ☐

**No** ☒

☐ **GM Position – Customer / BBB Due Date (7-10 days):**

☐ **Settlement / Goodwill Offered Date:**

☐ **All Documents Attached (by Day 15)**

☐ **Arbitration Date:**

☐ **Closing Activities:**

**Settlement**

**Completion Date/Time:** /

**Executive Summary**

**Completion Date/Time:** /

**Close Siebel**

**Completion Date/Time:** /

**DVM:** Ted (Norman) Titus

**Node/Box:** 972075/8239

**Service Dealer:** WESTFALL-O DELL MOTORS, INC.

**Svc Mgr:** John Deer

**Selling Dealer:** HEARTLAND CHEVROLET, INC.

**Contact:** Kevin Montavy

**NOTES:**





**GMC**

**HUMMER**

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

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 [REDACTED] vs Chevrolet Motor Division  
1G1AK12F257657296

[REDACTED]  
LIBERTY MO [REDACTED]

Dear [REDACTED]

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

[Home](#) - [Summary](#) - [Claim History](#) - [Vehicle Build](#) - [Vehicle Component](#) - [Delivery Information](#) - [Dealer Information](#) - [Service Contract](#) - [Warranty Block](#) - [Branded Title](#)

[Help](#)

VIN :	1G1AK12F257
-------	-------------

### VEHICLE INFORMATION

<b>Merchandising Model :</b>	1AK37 -2005 COBALT 2-DOOR COUPE				<b>Warranty Start Date :</b>		07/26/2005	
<b>BARS Order Type :</b>	70 - RETAIL - STOCK							
<b>Delivering Dealer :</b>	WESTFALL-O DELL MOTORS, INC. PO BOX 339 EXCELSIOR SPRINGS , MO 64024-0339 (816) 630-3151				<b>Selling Source :</b>		13 - CHEVROLET	
					<b>Site Code :</b>		05383	
					<b>Business Associate Code :</b>		111862	
<b>Service Contract :</b>	No	<b>Branded Title :</b>	No	<b>Warranty Block :</b>	No	<b>PDI Status :</b>	Paid	

### REQUIRED FIELD ACTIONS

Type	Number	Description	Posted Date	Status
RC	<a href="#">06217</a>	HEAD IMPACT PROTECTION	N/A	Closed

### SERVICE INFORMATIONAL ITEMS

<b>Vehicle Has No Current Record Of Outstanding Service Information</b>
---

### ON STAR AND XM SATELLITE RADIO INFORMATION

<b>Vehicle Has No Associated On Star or XM Radio Information.</b>
---

### 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	Type	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	I	Z7000 - PRE-DELIVERY INSPECTION - BASE TIME	0 miles

**CHECK HISTORY INFORMATION****Vehicle Has No Associated Check History Information.**

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**GMC**

**HUMMER**

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

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

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
24/09/08	982760	<input type="checkbox"/>	68,613	Customer states <input type="checkbox"/> Message center shows power steering message then customer looses all power steering. Has open case with GM. Dealer states <input type="checkbox"/> Scanned and inspected system found failure in power steering. Customer declined repairs.

☐ Radio buttons starting to peel (NOT ON CCF)

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
06/10/06	461941	1	26,934	Customer states <input type="checkbox"/> Radio buttons are starting to peel. Dealer states <input type="checkbox"/> SOP radio. RADIO, REMOVE AND REPLACE.
09/10/06	462070	1	26,664	Customer states <input type="checkbox"/> Radio buttons are starting to peel. Dealer states <input type="checkbox"/> Install SOP. Radio seek buttons faded and replaced radio and performed setup. RADIO, REMOVE AND REPLACE.

☐ Check engine light is on (NOT ON CCF)

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
14/10/06	462491	1	26,934	Customer states <input type="checkbox"/> Check engine light is staying on. Dealer states <input type="checkbox"/> Had code P0171. Reprogrammed PCM. Vehicle runs as designed. Check engine light is off. POWERTRAIN CONTROL MODULE ENGINE REPROGRAMMING WITH SPS.

☐ Vibration around 60-65 MPH (NOT ON CCF)

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
27/11/06	465487	2	30,110	Customer states <input type="checkbox"/> After tire rotate <input type="checkbox"/> has vibration around 60-65 MPH. Dealer states <input type="checkbox"/> Balanced all tires and rotated bent wheel to the rear and rotated other side to match. Right rear wheel is bent causing the vibration.
10/02/07	470566	1	34,034	Customer states <input type="checkbox"/> Check right rear wheel for damage. Dealer states <input type="checkbox"/> Right rear wheel is bent. NWD. No work performed at this time.
09/03/07	472597	4	35,758	Customer states <input type="checkbox"/> Above 60 MPH has vibration <input type="checkbox"/> shakes dash <input type="checkbox"/> Okay to balance tires. Dealer states <input type="checkbox"/> Wheels bent. Road test and check out for vibration. Found 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)

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
07/02/07	470331	1	33,839	Customer states <input type="checkbox"/> Hit a curb. Replace rim tire and cap per customer request. Dealer states <input type="checkbox"/> Replace wheel tire and hub. Cust pay \$214.36.

☐ Right rear turn signal is inoperative (NOT ON CCF)

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
09/03/07	472597	<input type="checkbox"/>	35,758	Customer states <input type="checkbox"/> Right rear turn signal is inoperative. Dealer states <input type="checkbox"/> Shorted. Replace right rear turn signal bulb. TAIL LAMP BULB REPLACEMENT.

☐ Rotational clicking noise on acceleration / stopping (NOT ON CCF)

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
26/02/08	497996	1	56,445	Customer states <input type="checkbox"/> Has rotational clicking noise on acceleration and stopping. Dealer states <input type="checkbox"/> Road tested and found hub caps click upon harsh turns or slow creep. Removed hub caps and all clicking went away. Checked front suspension. All check okay at this time.

☐ Oil leak at front (NOT ON CCF)

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
26/02/08	497996	<input type="checkbox"/>	56,445	Customer states <input type="checkbox"/> 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.**

☐ {Symptom}

Date:	RO #:	Days Out:	Mileage:	Description of Complaint and Repair Performed:
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☐ 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 <input type="checkbox"/> Recall 06217 head impact. Dealer states <input type="checkbox"/> SOP. Special order part. <b>Cust pay \$56.34</b>
26/02/08	497996	<input type="checkbox"/>	56,445	Customer states <input type="checkbox"/> Recall 06217 head protection Dealer states <input type="checkbox"/> 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 customer N**

**(A Trade Repurchase is to be offered as a settlement 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:	Description of Complaint and Repair Performed:
08/01/07	21635	12	32,855	Customer states <input type="checkbox"/> Right fender and mirror. Paint per estimate-body shop. Dealer states <input type="checkbox"/> Repair per estimate <input type="checkbox"/> 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 main 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: ☒

COMPONENT	DESCRIPTION
<b>Axle</b>	Includes all components related to the axle, differential, driveline, □ rear end.
<b>Body/ Trim</b>	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.
<b>Brakes</b>	All mechanical, electrical, or fluid related components of the Brake system.
<b>Chassis</b>	All frame, bumper and hitch components.
<b>*Electrical</b>	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.
<b>Engine/Fuel &amp; Exhaust</b>	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.
<b>Glass</b>	All glass and window components.
<b>HVAC</b>	All components related to heating, air conditioning and temperature.
<b>Paint</b>	All paint specific issues (Not metal related).
<b>Restraints</b>	All SIR, airbags and seatbelt issues.
<b>Steering</b>	All steering related components including steering wheel □ key, column, rack and pinion, pump assembly and Quadrasteer.
<b>Suspension</b>	All suspension related components including ball joints, shocks, struts, tie rods, wheel bearings and alignment issues.
<b>Transmission</b>	All automatic □ manual transmission, transfer case and 4 wheel drive component issues.
<b>Wheels/Tires</b>	All wheel covers, rims, hub caps, lug nuts, tire jack, regular and spare tire.

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

# *Heartland* CHEVROLET

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

Company: GM ASSOCIATE

Fax Number: 866-281-0326

From: Jennifer

Date: 10/7/08 Time: 11:15 AM Pages: 2

In Regards To:

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WE APPRECIATE YOUR BUSINESS. IF FOR ANY  
REASON YOU ARE NOT "COMPLETELY SATISFIED"  
WITH THE SERVICE YOU RECEIVED, PLEASE  
CONTACT KEVIN MONTAUVY  
IMMEDIATELY. (816)781-3500

# STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER NO. 34421	ADVISOR MICHAEL ANDERSON	819	TAG NO. .32	INVOICE DATE 09/24/08	INVOICE NO. CVC5982760
	LABOR RATE	LICENSE NO.	MILEAGE 68613	COLOR 7	STOCK NO.
	YEAR/MAKE/MODEL 05/CHEVROLET/COBALT/2 DOOR COUPE			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. 1G1AK12F257			SELLING DEALER NO.	PRODUCTION DATE
LIBERTY, MD	R.T.E. NO.		R.O. NO.	R.O. DATE 09/24/08	
	COMMENTS				

## LABOR & PARTS

J# 1 04CVZ

SUSPENSION/STEERING TECH(S):478  
C/A MESSAGE CENTER SHOWS POWER STEERING MESSAGE THEN  
CUSTOMER LOOSE ALL POWER STEERING HAS OPEN CASE WITH  
GENERAL MOTORS  
SANNED AND INSPECTED SYSTEM FOUND FAILURE IN POWER STEERING  
CUSTOMER DECLINED REPAIR

INTERNAL

JOB # 1 TOTAL LABOR & PARTS

0.00

J# 2 24CVZ1

FREE GM INSPECTION TECH(S):478  
PERFORM "FREE" GM VEHICLE INSPECTION  
COMPLETED GM INSPECTION  
FREE GM INSPECTION COMPLETED----SEE YOUR SERVICE ADVISOR  
FOR INSPECTION REPORT FINDING

INTERNAL

JOB # 2 TOTAL LABOR & PARTS

0.00

## COMMENTS

WHERE'S HARD COPY???

## TOTALS

☐ CHARGE ☐ CREDIT CARD ☐ CHECK ☐ CASH  
☐ WARRANTY

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00

HEARTLAND CHEVROLET APPRECIATES YOUR BUSINESS.  
PLEASE LET US KNOW IF WE CAN BE OF FURTHER  
SERVICE TO YOU.

TOTAL INVOICE \$ 0.00

\* REPRESENTS LIFETIME PART HAS BEEN INSTALLED

HEARTLAND CHEVROLET SERVICE DEPARTMENT

CUSTOMER SIGNATURE

\*\*\*\*\*

DUPLICATE INVOICE

\*\*\*\*\*



# 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:

$$\begin{array}{lcl} \text{Use} & & \text{Vehicle purchase} \\ \text{Deduction/} & = & \text{price or gross} \\ \text{Payment} & = & \frac{\text{\# miles attributable to the customer}}{100,000} \times \text{capitalized cost} \\ & & \text{at the time of the arbitration hearing} \end{array}$$

- ♦ 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

This information is not intended as legal advice. Please direct specific questions to your legal counsel.

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Missouri

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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## American International Recovery

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October 15, 2008

GENERAL MOTORS  
P.O. BOX 33170  
DETROIT, MI 48232

Attention: SUZIE SHORT

RE: Our Insured :   
Our File No. : 610 - 800380092 - SUB - 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.

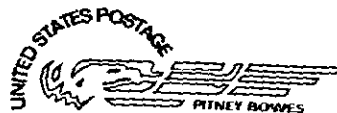
Sincerely,

  
JULIE CREAMER  
Recovery Representative  
302-252-9149



**American International Recovery**

One AIG Center 3<sup>rd</sup> Floor • Wilmington, DE 19803  
P.O. Box 17016, Wilmington, DE 19850-7016



02 1M \$ 00.42<sup>0</sup>  
0004264799 OCT 17 2008  
MAILED FROM ZIP CODE 19803

OCT 24 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 [REDACTED]  
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,

  
JULIE CREAMER  
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

[REDACTED]  
[REDACTED]  
Gilbertsville, PA [REDACTED]

Service request: 71-667462632  
Vehicle Identification Number:  
Customer Relationship Specialist: Tanya Quenneville

Dear [REDACTED]

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

**Privileged and Confidential Information**

**CASE ASSESSMENT**

By: Tanya Quenneville State: PA

Customer Name: [REDACTED] Service Request: BBB Case No.: CHV0849891  
71-667462632

Vehicle ID No.: 1G1AL12F357 [REDACTED] In Service Date: 03/31/2005 Vehicle is: Used BAC Code: 113903

Year, Make ☐ Model: 2005 / Chevrolet / Cobalt Mileage at Time of BBB Filing (69,700)  
Lien holder: GMAC ☐ Other ☐: {Name} Vehicle Purchased Used on: 09/02/08 at odometer {odometer}  
Sale Type: Purchase ☒ Lease ☐ Other ☐: {Type}  
DVM Name: Carl Christiansen. I. CAM Name: **Craig Joseph**

Node/Mailbox: 914055 - 8004 Phone Number: **914-244-6130**  
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.

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

HAS TAC BEEN CONTACTED FOR SERVICE HISTORY Y OR N. IF **YES** PLEASE INCLUDE TAC ☐ AND EXPLANATION TAC WAS INVOLVED. IF TAC HAS ☐ NO ☐

IF TAC **HAS NOT BEEN** CONTACTED WHY NOT ☐ The dealership has never needed to. ☐

☒ Power Steering

<u>Date:</u>	<u>RO <input type="checkbox"/></u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
--------------	------------------------------------	------------------	-----------------	---

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

<u>Date:</u>	<u>RO <input type="checkbox"/></u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
--------------	------------------------------------	------------------	-----------------	---

**Has the vehicle ever been involved in an accident N**  
**Did you confirm your answer with the customer 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 N**

**(A Trade Repurchase is to be offered as a settlement before a Straight can be considered)**

**Date authorized by the DVM/CAM \_\_\_\_\_**

☐ Other

<b><u>Date:</u></b>	<b><u>RO <input type="checkbox"/>:</u></b>	<b><u>Days Out:</u></b>	<b><u>Mileage:</u></b>	<b><u>Description of Complaint and Repair Performed:</u></b>
---------------------	--	-------------------------	------------------------	--

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 }

<b>Vehicle Meets Presumption of Lemon Law      NO</b>
---

### 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 and 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 main 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)

### CDR File Information

Vehicle Identification Number	1G1AL15F777 [REDACTED]
Investigator	HERBERT WILKIE
Case Number	71-668617587
Investigation Date	Tuesday, October 14 2008
Crash Date	Thursday, October 2 2008
Filename	1G1AL15F777 [REDACTED].CDR
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 [REDACTED]

- 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
$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
$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
```

```

$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 FF 00
$45 FF FF FF FF FF FF 00
$46 FF FF FF FF FF FF 00
$47 FF FF FF FF FF FF 00
$48 FF FF FF FF FF FF 00
$49 FF FF FF FF FF FF 00
$4A FF FF FF FF FF FF 00
$4B FF FF FF FF FF FF 00
$4C FF FF FF FF FF FF 00
$4D FF FF FF FF FF FF 00
$4E FF FF FF FF FF FF 00
$4F FF FF FF FF FF FF 00
$50 FF 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 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 FF 00
$6C FF FF FF FF FF FF 00
$6D FF FF FF FF FF FF 00
$6E FF FF FF FF FF FF 00
$6F FF FF FF FF FF FF 00
$70 FF FF FF FF FF FF 00
$71 FF FF FF FF FF FF 00
$72 FF FF FF FF FF FF 00
$73 FF FF FF FF FF FF 00
$74 FF FF FF FF FF FF 00
$75 FF FF FF FF FF FF 00
$76 FF FF FF FF FF FF 00
$77 FF 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 FF 00

```

```

$01 41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$02 01 02 03 04
$03 41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$04 01 02 03 04
$05 42 55 FF FF FF FF FF FF FF FF FF FF FF FF FF FF
$06 FF FF FF FF
$07 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF FF
$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 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF FF
$18 FF ████████ F

```

```
$21 37 35 E1 72 6A 74 91 9A
$22 39 15
$23 31 41 FA FA FA FA FA
$24 31 41 FA FA FA FA FA
$25 32 41 FA FA FA FA FA
$26 32 41 FA 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 0A 64 06 04 04 05 0A 06 04 0A 00 00 FA 00 00 FF 04 64
$48 18 08 08
$B0 58
$B1 FD FE 00
$B2 FF 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 0F 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
```

## Service Request Detail

SR No.	71-668617587	Ref No.	Goodwill	No Goodwill Offered	BRC Type	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	Involved Dir		Safety	Yes
State	NC ZipCd	Con Acct	Source	Phone	Updated	10/6/2008 10:59:07 AM
Serial #/VIN	1G1AL15F777	Model Year	Priority	Medium License #	Owner	GARCIAJR
Make	Chevrolet	Warr. Start	Status	Open	Opened	10/2/2008 04:29:09 PM
Model	Cobalt	Mileage	Sub-Status	Dissatisfied	Closed	
Abstract	Steering - 07 Chevrolet Cobalt					
Customer Description	This is a BRC PAR Case. Do not assume case. Forward any inquiries to Joe Garcia at ext 11291.					

## Pre-PAR

PAR Notifier	Incident Date/Time	Injuries	# Other Veh	# People in Veh	Road Surface	Road Cond.	Fire Report#	Police Report#
Owner	10/2/2008 03:30:59 PM	N	0	1	Asphalt	Dry	n/a	n/a
Driver Last Name		Driver First Name		Height	DOB	Disabilities		
				5'6"	9/11/1990	none		
Insurance Agent Last Name		Insurance Agent First Name		Phone #		Insurance Agency		
n/a		David				Nationwide		
Incident Loc	Along Mountain View Rd, King, NC				Incident Desc	Was turning on to Mountain View Rd. when power steering went out, tried to compensate with the turn when the power steering went back. lost control and ran into a ditch		
Component	power steering				Damage Desc	front bumper dented, radiator pushed in and leaking antifreeze		
Vehicle Loc	Modern Chevroet Parking Lot				Add'l Info	n/a		
Emgcy Svc Names	n/a				Maint Loc			

## PAR Detail

Collision	Y	Non Collision	Property Damage	N	Thermal Evt	N	Spec Equip	n/a
Vehicle Speed	25	Weather Condition	clear	Prop Owner	n/a	Property Type	n/a	
Last Service Date		Loc Last Service		Property Location	n/a	Prop Est Repair Cost		
Veh Est Repair Cost	\$0.00	Spec Equip Installer	n/a	Prop Damage Description	n/a	Inspection Date/Time		
Primary Veh Use	Personal	Inspection Type		Inspected By				
Veh Damage Description	frt end dmg			Explain Other				



## Service Request Detail

### 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
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[REDACTED]

[REDACTED]

#### 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 Cust		Scheduled Alarm		71-668617587, inspection recvd?

Contact Last Name	Contact First Name	Account	BAC Code
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[REDACTED]

[REDACTED]

#### 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
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[REDACTED]

[REDACTED]

#### Comments

Vehicle Location:

MODERN CHEVROLET  
5955 UNIVERSITY PARKWAY  
WINSTON-SALEM, NC 27105  
336-722-4191

Jeff Keates - SVM

Joe G/PAR/ATX

#### Confidential Comments

## Service Request Detail

### 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
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[REDACTED]

[REDACTED]

#### 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	Cust	Done	10/6/2008 11:04:23 AM	71-668617587, ct cust

Contact Last Name	Contact First Name	Account	BAC Code
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[REDACTED]

[REDACTED]

#### Comments

Monday 10/6/08, 9-11 am et, @ [REDACTED]

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
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[REDACTED]

[REDACTED]

#### Comments

Called daytime/cell phone #, [REDACTED]

Not able to leave message.

Joe G/PAR/ATX

Confidential Comments

## Service Request Detail

### 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 First Name	Account	BAC Code
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Comments
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Confidential Comments
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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 changed FROM: GONZALE1 TO: GARCIAJR

Contact Last Name	Contact First Name	Account	BAC Code
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Comments
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Confidential Comments
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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 First Name	Account	BAC Code
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Comments
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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
-----------------------

## Service Request Detail

### 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
-------------------	--------------------	---------	----------

[REDACTED]

[REDACTED]

#### Comments

Called dlr @ [REDACTED]

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 Name	Account	BAC Code
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[REDACTED]

[REDACTED]

#### 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



## Service Request Detail

### 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
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[REDACTED]

[REDACTED]

#### Comments

Called evening phone #, [REDACTED]

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	Description
10/3/2008 12:21:07 PM	DRAHEICM	GARCIAJR	Notify CRM		Done	10/3/2008 12:33:37 PM	file assigned

Contact Last Name	Contact First Name	Account	BAC Code
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[REDACTED]

[REDACTED]

#### 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
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[REDACTED]

[REDACTED]

#### 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

## Service Request Detail

### Activities

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 12:20:46 PM	DRAHEICM	GARCIAJR	BRC PAR	Case Assigned	Done	10/3/2008 12:33:34 PM	assigned to joe garcia ext 11291
Contact Last Name		Contact First Name		Account		BAC Code	
[REDACTED]		[REDACTED]					
Comments							
Confidential Comments							

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 10:54:13 AM	DRAHEICM	GONZALE1	SR Opened		Done	10/3/2008 10:54:13 AM	SR in Status of Closed has been Re-Opened by DRAHEICM
Contact Last Name		Contact First Name		Account		BAC Code	
[REDACTED]		[REDACTED]					
Comments							
Confidential Comments							

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/3/2008 10:54:12 AM	DRAHEICM	GONZALE1	SR Closed - Dissatisfied		Done	10/3/2008 10:54:12 AM	Service Request has been Closed
Contact Last Name		Contact First Name		Account		BAC Code	
[REDACTED]		[REDACTED]					
Comments							
Confidential Comments							

Created	Created By	Assigned To	Activity Type	Activity Sub-Type	Status	Completed	Description
10/2/2008 04:45:27 PM	GONZALE1	DRAHEICM	Escalation	Initiate PAR	Done	10/3/2008 10:53:28 AM	Assigning activity to PAR QUEUE
Contact Last Name		Contact First Name		Account		BAC Code	
[REDACTED]		[REDACTED]					
Comments							
crs advised A person from the PAR Department will contact the customer within 2 business days  rain marcy (enrico gonzales)/ cac tier1/ man/ lv11 emp/ x22906  Received and assigned in PAR. Chad Draheim/ATX/Workflow PAR							
Confidential Comments							

## Service Request Detail

### 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 steering

Contact Last Name	Contact First Name	Account	BAC Code
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[REDACTED]

[REDACTED]

#### 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/ lv1 emp/ x22906

#### Confidential Comments

### UCC Information

UCC Code	Symptom	Description
M30	Inoperative	Steering - Power Steering Pump / Brackets

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]Mileage at Inspection: **32,212**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****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 CONTROL 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: ☒ By Telephone ☐ In PersonIncident Date and Time: **10/02/2008 3:00 PM**Interview date: **10/14/2008****Was a police/fire department report obtained?** ☐ 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)

**DRIVER [REDACTED] 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, &amp; disabilities):

**[REDACTED], FEMALE, 5' 6" TALL 155 POUNDS.****If there was a collision:**Describe extent of any injuries to the Driver: **DRIVER [REDACTED] STATED NO INJURIES**Describe where other occupants were seated & extent of any injuries: **NONE**



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File # **71-668617587**VIN: **1G1AL15F777** [REDACTED]

**What was the exact location of the incident. MEADOWBROOK AND MOUNTAIN VIEW INTERSECTION.**

**Driving conditions at the time of the incident:**

Weather conditions & Visibility: **SUNNY AND DRY** Approximate Temp (°F): **70s**

Road Surface: ☐ Concrete ☒ Asphalt ☐ Gravel ☐ Crushed rock ☐ Dirt

Road Condition: ☒ Dry ☐ Wet ☐ Icy ☐ Other: {\_\_\_\_\_}

Shoulder ☐ Curb ☐: ☐ Concrete ☐ Asphalt ☒ Gravel ☐ Crushed rock ☐ Dirt

Shoulder/Curb Condition: ☒ Dry ☐ Wet ☐ Icy ☐ Other: {\_\_\_\_\_}

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.**

<b>Steering</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe THEN WENT OUT DURING TURN</b>
<b>Suspension</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe</b> {_____}
<b>Brakes</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe</b> {_____}
<b>Engine</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe</b> {_____}
<b>Electrical</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe</b> {_____}

**Were any warning lights illuminated or driver information center messages displayed?** ☐ Yes ☒ 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? ☒ Yes ☐ No If "Yes", get the details and describe the event(s). **POWER STEERING QUIT WORKING, DROVE WITHOUT POWER ASSIST FOR TWO WEEKS, 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 noises, smoke or steam observed. **NONE**

Describe any evasive action: ☒ Turning ☒ Braking ☐ Accelerating ☐ Other: {\_\_\_\_\_}

Describe cargo (in the vehicle interior, trunk and/or trailer (if any)): **NONE**

Estimated total weight of cargo: {\_\_\_\_\_} Estimated weight of the trailer, if any. {\_\_\_\_\_}

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: **WENT INTO RIGHT SIDE DITCH**

Objects Impacted: **SIDE OF DITCH**

How was the vehicle transported from the incident site to the present location? ☐ Tow Truck ☐ Flat Bed ☒ Other

Additional comments concerning the incident: **VEHICLE WAS DRIVEN FROM SCENE**

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**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]**Section 3****INTERVIEW - VEHICLE HISTORY**

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

**SAME**

Comments: (Additional cmts may be placed in section 9)

Did the owner purchase the vehicle new? ☐ Yes ☐ No Date \_\_\_\_\_ Used? ☒ Yes ☐ No Date **A MONTH AGO****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..) Describe:**NONE****VEHICLE REPAIR / SERVICE HISTORY**Prior electrical system service? ☒ No ☐ Yes If yes, describe: { \_\_\_\_\_ }Prior collision repair? ☒ No ☐ Yes If yes, describe: { \_\_\_\_\_ }

Repaired by whom? (name, address, phone) { \_\_\_\_\_ }

Prior chassis system service, repair, or replacement? ☐ No ☒ Yes If yes, describe what was done:**POWER STEERING COLUMN, TWO DAYS PRIOR TO ACCIDENT**

Prior electrical system components serviced, repaired, or replaced by whom? ( name, address, phone number)

**SAME**Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? ☐ No ☒ YesIf yes, describe: **RO 322349 SHOWS STEERING COLUMN REPLACEMENT 09/30/2008****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:****RIGHT END OF FRONT BUMPER COVER DENTED, HAS MUD UNDERNEATH****UNDERBODY / FRAME / CHASSIS AREA:** Describe **any damage** to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present.**LIGHT COATING OF MUD ON RIGHT SIDE TIRE SIDEWALLS****RIGHT LOWER RADIATOR MOUNT BROKEN, RADIATOR PUSHED BACK SEVERAL INCHES,****AC HOSE RUBS AGAINST BELT PULLY, AC DYE AND OIL ON RIGHT FRONT OF ENGINE CRADLE.****BOTH REAR TIRES HAVE FLAT SPOTS**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File # **71-668617587**VIN: **1G1AL15F777** [REDACTED]**CORNER ASSEMBLIES**

Struts/shocks

Ball joints

Tire/wheel assemblies

Springs

Steering knuckles

Control arms

Axle assemblies

Comments: **ALL FASTENED, NO DEFORMATION FOUND**

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**UNDERHOOD**

Engine compartment

Power steering lines, hoses, clamps and connections

Brake fluid level and condition

Power steering fluid level and condition

Comments:

**ALL LOOKS LIKE NEW**

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**GENERAL OBSERVATIONS**

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

Comments:

**NONE**

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**Section 5****VEHICLE INSPECTION - PASSENGER COMPARTMENT****INTERIOR**

Instrument panel

Odometer

Controls

Steering wheel and column

Overall view of seat position

Driver and passenger seat back angle (inclinometer measurement)

Photo of options label-glove box/trunk

Sunvisors and headliner

Personal items/cargo

**INTERIOR INSPECTION** (Describe any damage and photograph )**NO INTERIOR DAMAGE FOUND EXCEPT SCRATCHES ON UPPER WINDOW FRAME OF DRIVERS DOOR**

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**Section 6****STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**

Vehicle Brand: **CHEVROLET**

Model: **2007 COBALT**

File # **71-668617587**

VIN: **1G1AL15F777** [REDACTED]

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.



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]

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?	<b>INSPECTED FOR LOOSE PARTS OR DEFORMATION, TURNED STEERING FROM LOCK TO LOCK, NO BINDING OR UNEVEN FEEL</b>
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	<b>NO DEFORMATION, CRACKS OR BENDS FOUND, NO SIGN OF CONTACT WITH ANY LINKAGE</b>
Gear/rack and pinion-Any sign of leakage, damage to boots on the rack, contact by foreign objects?	<b>NO SIGN OF LEAKS, NO DAMAGE FOUND, NO CONTACT MARKS FOUND</b>
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	<b>PROPERLY FASTENED TO DASH, UNLOCKS WITH IGNITION ON</b>
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.	<b>ELECTRIC POWER STEERING ASSIST. HAS NO PUMP OR HOSES</b>
PS fluid level and condition-Color, contamination, odor	<b>ELECTRIC POWER STEERING, HAS NO PS FLUID</b>
Steering knuckle-All attachments secure and proper?	<b>ALL SECURE AND PROPER</b>
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	<b>NO LOOSE PARTS OR DEFORMATION FOUND, NO CONTACT MARKS FOUND.</b>
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RF	<b>NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND, NO CONTACT MARKS FOUND</b>
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Rear sway bars,	<b>NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND, NO CONTACT MARKS FOUND</b>

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐**71-668617587**VIN: **1G1AL15F777** [REDACTED]

trailing arms properly attached and undamaged. LR	
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR	<b>NO MISSING PARTS, NO LOOSE PARTS, NO DEFORMATION FOUND, NO CONTACT MARKS FOUND</b>
Rear axle assembly-deformed, signs of impact, properly located, etc.	<b>NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND</b>
Deformation to the frame	<b>NO FRAME DEFORMATION FOUND</b>
Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components	<b>NO EVIDENCE OF AXLE/SUSPENSION/ TIRE CONTACT WITH BODY OR FRAME</b>
Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass)	<b>RIGHT FRONT CORNER OF ENGINE CRADLE CAPTURED SOME GRASS, RADIATOR RIGHT LOWER MOUND BROKEN, LOWER CORNER OF RADIATOR PUSHED BACK 2 INCHES</b>
Stability Enhancement system/components-check for codes with Tech II	<b>DOES NOT APPLY</b>
Engine (normal, other)-Obtain codes using a Tech II.	<b>NO ENGINE CODES</b>
Electrical (normal, other)	<b>NORMAL</b>
Warning lights/messages displayed? Describe and obtain codes using a Tech II	<b>RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED</b>
Anything components missing?	<b>ALL APPEARS INTACT</b>
Other	{ _____ _____

If the vehicle is driveable, conduct a road test to evaluate the concern expressed by the customer. Describe the results of the road test. If the concern is observed during the road test, it would be desirable to get a Tech II "snapshot". **POWER STEERING PERFORMED WELL DURING ACCELERATION, BRAKING AND TURNING FIGURE 8s**  
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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**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]1. IDENTIFICATION:

	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	AVE. TREAD DEPTH	DOT Numbers
	(Goodyear)	(Eagle GA)	(P205/70R15)	(psi)	32nds of inch	
LF	<u>HANCOCK</u>	<u>OPTIMO</u>	<u>P205/55R16</u>	<u>30</u>	<u>9/32</u>	<u>1GBC PDYH</u> <u>3807</u>
RF	<u>HANCOCK</u>	<u>OPTIMO</u>	<u>P205/55R16</u>	<u>28</u>	<u>7/32</u>	<u>1GBC PDYH</u> <u>2806</u>
LR	<u>HANCOCK</u>	<u>MILEAGE</u> <u>PLUS</u>	<u>P205/55R16</u>	<u>26</u>	<u>10/32</u>	<u>T7BC DF H</u> <u>4107</u>
RR	<u>HANCOCK</u>	<u>MILEAGE</u> <u>PLUS</u>	<u>P205/55R16</u>	<u>26</u>	<u>11/32</u>	<u>T7BC DE H</u> <u>4107</u>

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

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

LF NONERF LIGHT MUD STAINS ON SIDEWALLLR FLAT SPOT ON TREAD, NOTICED DURING ROSD TESTRR LIGHT MUD STAINS ON SIDEWALL, FLAT SPOT ON TREAD, NOTICED DURING ROAD TEST.2. TIRE PLACARD DATA:

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

	<u>SIZE</u>	<u>PRESSURE (psi)</u>	<u>PRESSURE AT MAXIMUM LOAD(psi)</u>
TIRES	<u>P205/55R16</u>	<u>30</u>	<u>      </u>
SPARE TIRE	<u>T115/70D15</u>	<u>60</u>	<u>      </u>

## Section 7

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

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

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]

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:**

**DID NOT INSPECT SITE, DRIVER SEEMED UNSURE WHAT THE LOCATION WAS.**

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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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## 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)**

X Photographs

X Data Downloads

☐ Other Records



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
FIELD PHOTOGRAPHIC NOTES**

Customer's Name: [REDACTED]

Inspection Date: 10/14/2008

Vehicle Brand: CHEVROLET

Model: 2007 CHEVROLET COBALT

File # 71-668617587

VIN: 1G1AL15F777 [REDACTED]

Inspector HERBERT WILKIE IC. EAA SERVICE ASSOCIATE

DIGITAL PHOTO LOG

DIGITAL PHOTOS 1-35

<u>Neg.#</u>	<u>Description</u>
0	_____
1.	<u>DOOR LABEL 'VIN'</u>
2.	<u>ODOMETER</u>
3.	<u>LEFT FRONT ¼ VIEW</u>
4.	<u>RIGHT REAR ¼ VIEW</u>
5.	<u>RIGHT FRONT ¼ VIEW</u>
6.	<u>RIGHT FRONT CLOSE UP</u>
7.	<u>RIGHT FRONT CLOSE UP ANOTHER ANGLE</u>
8.	<u>UNDERCARRIAGE- AT RIGHT END OF RADIATOR AND AC/ COND</u>
9.	<u>UNDERCARRIAGE ANOTHER ANGLE</u>
10.	<u>UNDERCARRIAGE-ANOTHER ANGLE</u>
11.	<u>DELETE</u>
12.	<u>LEFT FRONT WHEEL, NOTE! MISSING CENTER CAP</u>
13.	<u>RIGHT FRONT TIRE, LIGHT MUD STAINS ON SIDEWALL</u>
14.	<u>RIGHT REAR TIRE, LIGHT MUD STAINS ON SIDE WALL</u>
15.	<u>INTERIOR THROUGH OPEN DRIVERS DOOR</u>
16.	<u>INTERIOR THROUGH OPEN PASSENGER DOOR</u>
17.	<u>CENTER CONSOLE, SWITCHES</u>
18.	<u>STEERING WHEEL AND COLUMN, SIDE VIEW</u>
19.	<u>DRIVERS SEAT OVERALL , SHOWS POSITION</u>
20.	<u>DRIVERS SEAT BACK ANGLE</u>
21.	<u>DELETE</u>
22.	<u>TRUNK, CARGO AREA</u>
23.	<u>OPTION LABEL</u>
24.	<u>DELETE</u>
25.	<u>DRIVERS VISOR AND HEADLINER</u>
26.	<u>PASSENGER VISOR AND HEADLINER</u>
27.	<u>DRIVERS DOOR UPPER WINDOW FRAME, SCRATCHES FROM APPARENT ENTRY ATTEMPTS</u>
28.	<u>AC HOSE AGAINST BELT PULLY</u>
29.	<u>AC HOSE AGAINST BELT PULLY, ANOTHER ANGLE</u>
30.	<u>LEFT REAR TIRE, FLAT SPOT, FELT DURING TEST DRIVE</u>
31.	<u>RIGHT REAR TIRE, FLAT SPOT. FELT DURING TEST DRIVE</u>
32.	<u>RIGHT FRONT UNDERCARRIAGE, FROM LOWER ANGLE</u>
33.	<u>TECH II SCREEN, SHOWS DTC # B3951 RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED</u>
34.	<u>TECH II SCREEN, SHOWS NO DTCs IN POWER STEERING CONTROL MODULE</u>
35.	<u>TECH II SCREEN, SHOWS NO DTCs IN POWER STEERING CONTROL MODULE</u>
36.	_____
37.	_____

## CDR File Information

Vehicle Identification Number	1G1AL15F777 [REDACTED]
Investigator	HERBERT WILKIE
Case Number	71-668617587
Investigation Date	Tuesday, October 14 2008
Crash Date	Thursday, October 2 2008
Filename	1G1AL15F777 [REDACTED].CDR
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 [REDACTED]

- 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
$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
$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
```



```

$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
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$49 FF FF FF FF FF FF 00
$4A FF FF FF FF FF FF 00
$4B FF FF FF FF FF FF 00
$4C FF FF FF FF FF FF 00
$4D FF FF FF FF FF FF 00
$4E FF FF FF FF FF FF 00
$4F FF FF FF FF FF FF 00
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$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 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 FF 00
$6C FF FF FF FF FF FF 00
$6D FF FF FF FF FF FF 00
$6E FF FF FF FF FF FF 00
$6F FF FF FF FF FF FF 00
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$73 FF FF FF FF FF FF 00
$74 FF FF FF FF FF FF 00
$75 FF FF FF FF FF FF 00
$76 FF FF FF FF FF FF 00
$77 FF 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 FF 00

```

```

$01 41 55 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$02 01 02 03 04
$03 41 54 01 02 03 04 52 53 41 32 03 09 01 AA AA 01
$04 01 02 03 04
$05 42 55 FF FF FF FF FF FF FF FF FF FF FF FF FF FF
$06 FF FF FF FF
$07 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF FF
$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 42 54 FF FF FF FF FF FF FF FF FF FF FF FF FF FF
$18 FF F F FF

```

```
$21 37 35 E1 72 6A 74 91 9A
$22 39 15
$23 31 41 FA FA FA FA FA
$24 31 41 FA FA FA FA FA
$25 32 41 FA FA FA FA FA
$26 32 41 FA 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 0A 64 06 04 04 05 0A 06 04 0A 00 00 FA 00 00 FF 04 64
$48 18 08 08
$B0 58
$B1 FD FE 00
$B2 FF 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 0F 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.

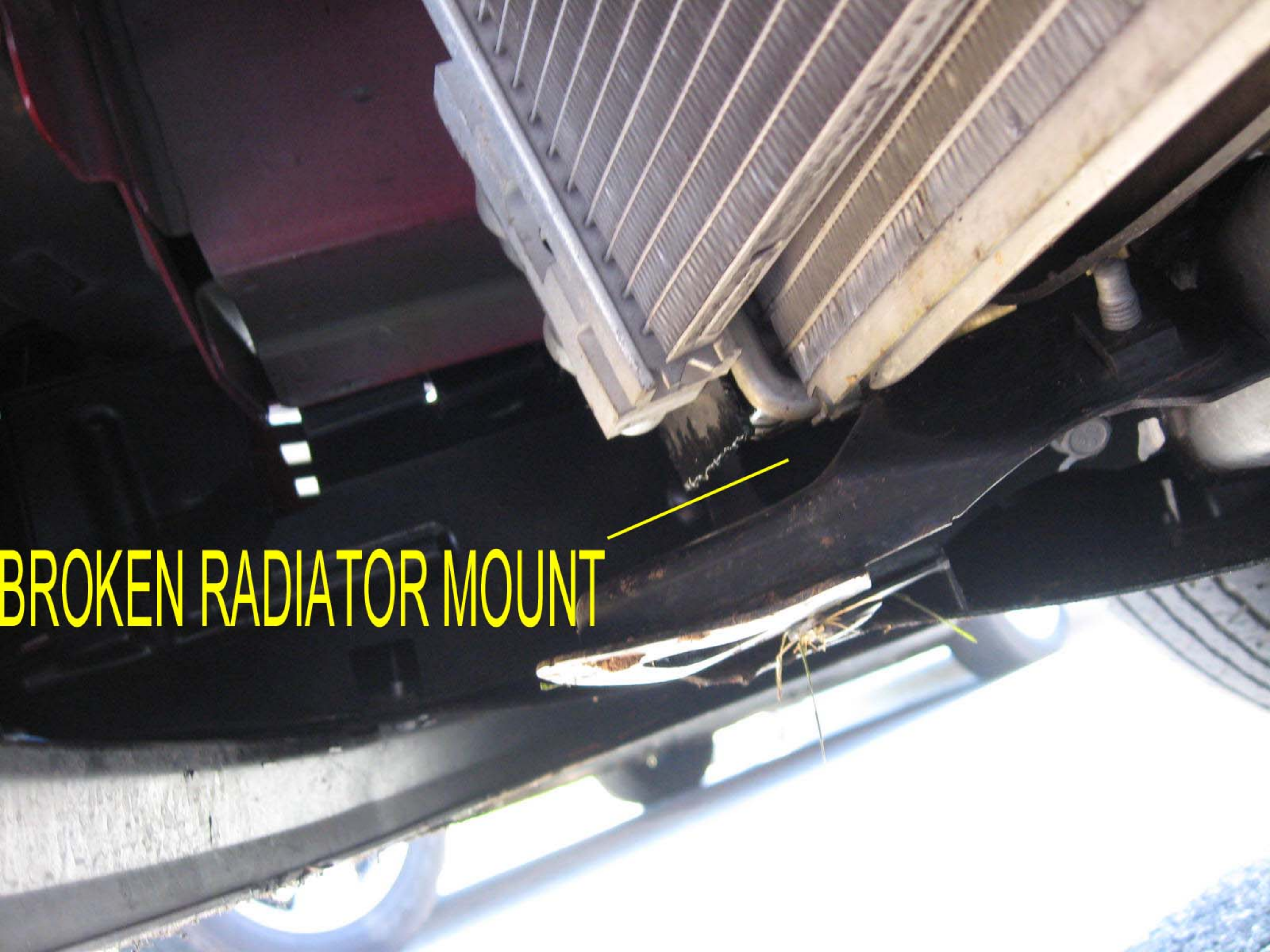
1G1AL15F777



TYPE: PASS CAR



**BROKEN RADIATOR MOUNT**





MISSING CENTER CAP







MUD STAIN ON SIDEWALL

RIGHT FRONT



RIGHT REAR  
MUD STAIN ON SIDEWALL



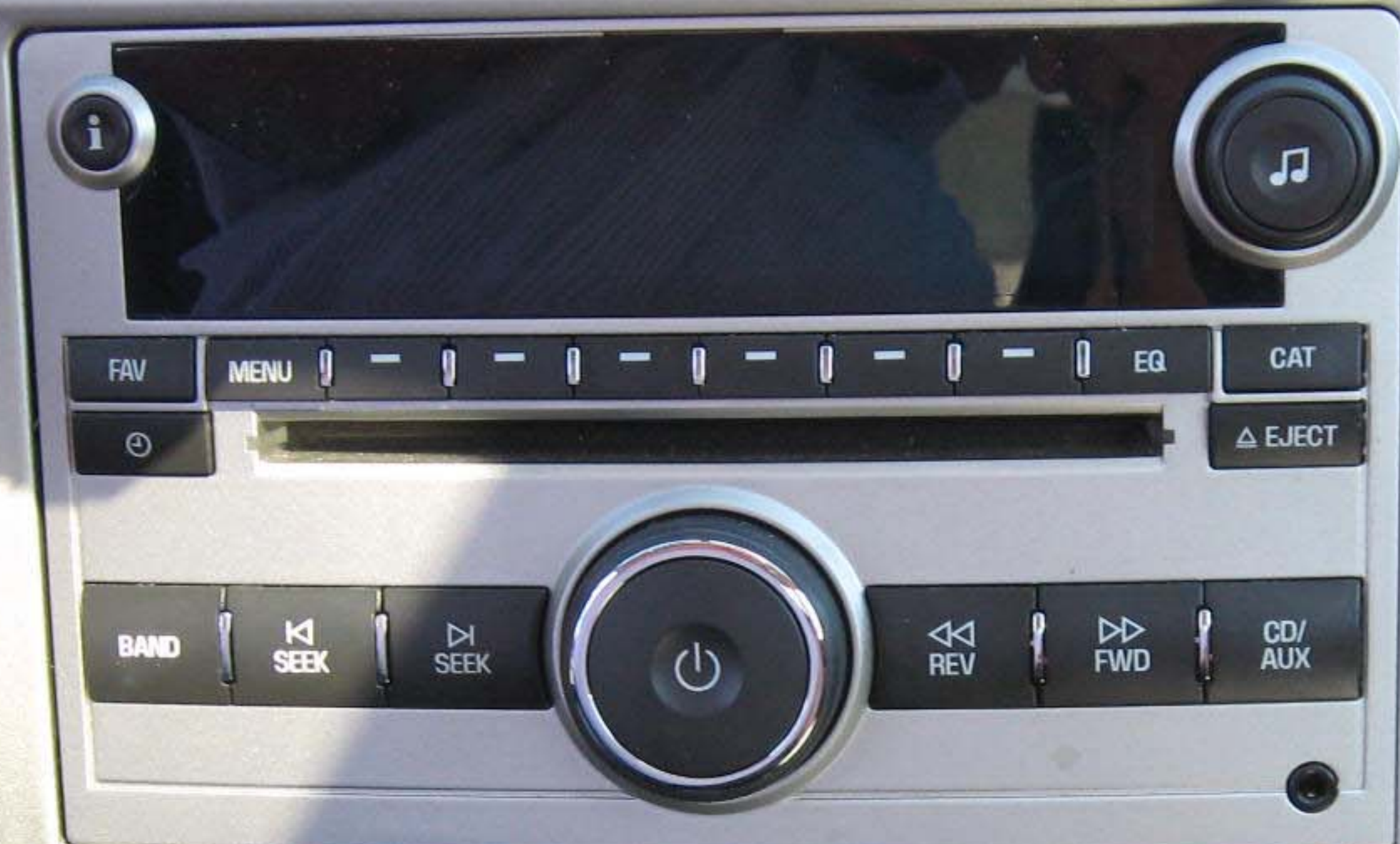






















RPM  
x1000

7  
8

85°F

32212 MI











# SERVICE PARTS IDENTIFICATION

DO NOT REMOVE

1G1AL15F777

KJXK30

1AL37

AK5	AL0	AP9	AR9	AT8	AU0	AU3	B34	B35	B8R	B84
CF5	C67	DC4	DG7	DT4	FE1	FE9	FLT	FY1	IP2	JM4
KA1	KCV	K34	K64	L0D	L61	MN5	MX0	NT7	NW7	NZ0
N34	QLG	RE8	R6F	R6K	R6P	R9N	TV5	T43	UK3	UQ3
US8	VN9	VT7	VY7	V2G	V73	1SZ	191	192	3LT	6AP
7AP	74U	8AB	9AB							

BC/CC

U 9260

192



**DISSEMINATION & WARNING**

**EVEN WITH ADVANCED AIR BAGS**

- Children can be killed or seriously injured by the air bag.
- The back seat is the safest place for children.
- Never put a rear-facing child seat in the front.
- Always use proper LATCH or other information about car seats.
- See dealer for more information.

**MÊME AVEC DES SACS D'INFLATION AVANCÉS**

- Les enfants peuvent être tués ou grièvement blessés par le sac d'air.
- Le siège arrière est l'endroit le plus sûr pour les enfants.
- Ne placez jamais un siège d'enfant à l'avant.
- Utilisez toujours la bonne méthode de fixation.
- Consultez le manuel du propriétaire pour plus d'informations.

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FOR YOUR SAFETY, please observe the following restrictions when using your sun visor:

- Do not use your sun visor to shield your eyes while driving.
- Do not use your sun visor to block your view of the road.
- Do not use your sun visor to block your view of other vehicles.
- Do not use your sun visor to block your view of traffic signals.
- Do not use your sun visor to block your view of other vehicles.
- Do not use your sun visor to block your view of traffic signals.

**EVEN WITH ADVANCED AIR BAGS**

- Children can be killed or seriously injured by the air bags.
- Always use proper seating position for children.
- Always use proper seating position for children.
- Always use proper seating position for children.
- Always use proper seating position for children.

**Même avec des sacs gonflables intelligents**

- Les enfants peuvent être tués ou grièvement blessés par les sacs gonflables.
- Utilisez toujours la bonne position de siège pour les enfants.
- Utilisez toujours la bonne position de siège pour les enfants.
- Utilisez toujours la bonne position de siège pour les enfants.



TOP TO DRIVERS WINDOW FRAME





AC HOSE AGAINST PULLEY





PDM SY< 107  
PDM SY< 108  
EPDM SY< 109  
EPDM SY< 110









FLAT SPOT



FLAT SPOT









# DTCs Sorted By Priority

Body Control Module

B3951

Symptom 05

Right Rear Turn Signal Circuit Short to  
Battery or Open

Last Test:

Passed

This Ignition:

Passed

Since Clear:

Passed

History

1 / 1

Clear  
DTCs



## DTC Information

ECU Name

Status

Digital Radio Receiver	No Comm.
Body Control Module	1
EBCM	0
ECM	0
Instrument Panel Cluster	0
Power Steering Control Mo	0

6 / 11 —▼

Power Steering Control Module

DLC Pin : 14, 6

Restart

View All  
DTCs



# DTC Information

ECU Name	Status	
Power Steering Control Mo	0	
Radio	0	
Remote Control Door Lock	0	
Supplemental Inflatable R	0	
TCM	0	
Theft Deterrent Module	0	
	6 / 11	▼

Power Steering Control Module

DLC Pin : 14, 6

Restart

View All  
DTCs























**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
FIELD PHOTOGRAPHIC NOTES**

Customer's Name: [REDACTED]

Inspection Date: 10/14/2008

Vehicle Brand: CHEVROLET

Model: 2007 CHEVROLET COBALT

File # 71-668617587

VIN: 1G1AL15F777 [REDACTED]

Inspector HERBERT WILKIE IC. EAA SERVICE ASSOCIATE

DIGITAL PHOTO LOG

DIGITAL PHOTOS 1-35

<u>Neg.#</u>	<u>Description</u>
0	_____
1.	<u>DOOR LABEL 'VIN'</u>
2.	<u>ODOMETER</u>
3.	<u>LEFT FRONT ¼ VIEW</u>
4.	<u>RIGHT REAR ¼ VIEW</u>
5.	<u>RIGHT FRONT ¼ VIEW</u>
6.	<u>RIGHT FRONT CLOSE UP</u>
7.	<u>RIGHT FRONT CLOSE UP ANOTHER ANGLE</u>
8.	<u>UNDERCARRIAGE- AT RIGHT END OF RADIATOR AND AC/ COND</u>
9.	<u>UNDERCARRIAGE ANOTHER ANGLE</u>
10.	<u>UNDERCARRIAGE-ANOTHER ANGLE</u>
11.	<u>DELETE</u>
12.	<u>LEFT FRONT WHEEL, NOTE! MISSING CENTER CAP</u>
13.	<u>RIGHT FRONT TIRE, LIGHT MUD STAINS ON SIDEWALL</u>
14.	<u>RIGHT REAR TIRE, LIGHT MUD STAINS ON SIDE WALL</u>
15.	<u>INTERIOR THROUGH OPEN DRIVERS DOOR</u>
16.	<u>INTERIOR THROUGH OPEN PASSENGER DOOR</u>
17.	<u>CENTER CONSOLE, SWITCHES</u>
18.	<u>STEERING WHEEL AND COLUMN, SIDE VIEW</u>
19.	<u>DRIVERS SEAT OVERALL , SHOWS POSITION</u>
20.	<u>DRIVERS SEAT BACK ANGLE</u>
21.	<u>DELETE</u>
22.	<u>TRUNK, CARGO AREA</u>
23.	<u>OPTION LABEL</u>
24.	<u>DELETE</u>
25.	<u>DRIVERS VISOR AND HEADLINER</u>
26.	<u>PASSENGER VISOR AND HEADLINER</u>
27.	<u>DRIVERS DOOR UPPER WINDOW FRAME, SCRATCHES FROM APPARENT ENTRY ATTEMPTS</u>
28.	<u>AC HOSE AGAINST BELT PULLY</u>
29.	<u>AC HOSE AGAINST BELT PULLY, ANOTHER ANGLE</u>
30.	<u>LEFT REAR TIRE, FLAT SPOT, FELT DURING TEST DRIVE</u>
31.	<u>RIGHT REAR TIRE, FLAT SPOT. FELT DURING TEST DRIVE</u>
32.	<u>RIGHT FRONT UNDERCARRIAGE, FROM LOWER ANGLE</u>
33.	<u>TECH II SCREEN, SHOWS DTC # B3951 RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED</u>
34.	<u>TECH II SCREEN, SHOWS NO DTCs IN POWER STEERING CONTROL MODULE</u>
35.	<u>TECH II SCREEN, SHOWS NO DTCs IN POWER STEERING CONTROL MODULE</u>
36.	_____
37.	_____

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]Mileage at Inspection: **32,212**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****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 CONTROL 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: ☒ By Telephone ☐ In PersonIncident Date and Time: **10/02/2008 3:00 PM**Interview date: **10/14/2008****Was a police/fire department report obtained?** ☐ 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)

**DRIVER [REDACTED] 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, &amp; disabilities):

**[REDACTED], FEMALE, 5' 6" TALL 155 POUNDS.****If there was a collision:**Describe extent of any injuries to the Driver: **DRIVER BRITTENY BECKLEY STATED NO INJURIES**Describe where other occupants were seated & extent of any injuries: **NONE**



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File # **71-668617587**VIN: **1G1AL15F777** [REDACTED]

**What was the exact location of the incident. MEADOWBROOK AND MOUNTAIN VIEW INTERSECTION.**

**Driving conditions at the time of the incident:**

Weather conditions & Visibility: **SUNNY AND DRY** Approximate Temp (°F): **70s**Road Surface: ☐ Concrete ☒ Asphalt ☐ Gravel ☐ Crushed rock ☐ DirtRoad Condition: ☒ Dry ☐ Wet ☐ Icy ☐ Other: {\_\_\_\_\_}Shoulder ☐ Curb ☐: ☐ Concrete ☐ Asphalt ☒ Gravel ☐ Crushed rock ☐ DirtShoulder/Curb Condition: ☒ Dry ☐ Wet ☐ Icy ☐ Other: {\_\_\_\_\_}

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.**

<b>Steering</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe THEN WENT OUT DURING TURN</b>
<b>Suspension</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe</b> {_____}
<b>Brakes</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe</b> {_____}
<b>Engine</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe</b> {_____}
<b>Electrical</b>	<b>Normal</b> <input checked="" type="checkbox"/>	<b>Other</b> <input type="checkbox"/>	<b>Describe</b> {_____}

**Were any warning lights illuminated or driver information center messages displayed?** ☐ Yes ☒ 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? ☒ Yes ☐ No If "Yes", get the details and describe the event(s). **POWER STEERING QUIT WORKING, DROVE WITHOUT POWER ASSIST FOR TWO WEEKS, 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 noises, smoke or steam observed. **NONE**

Describe any evasive action: ☒ Turning ☒ Braking ☐ Accelerating ☐ Other: {\_\_\_\_\_}Describe cargo (in the vehicle interior, trunk and/or trailer (if any)): **NONE**

Estimated total weight of cargo: {\_\_\_\_\_} Estimated weight of the trailer, if any. {\_\_\_\_\_}

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: **WENT INTO RIGHT SIDE DITCH**Objects Impacted: **SIDE OF DITCH**How was the vehicle transported from the incident site to the present location? ☐ Tow Truck ☐ Flat Bed ☒ OtherAdditional comments concerning the incident: **VEHICLE WAS DRIVEN FROM SCENE**{  
{

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]**Section 3****INTERVIEW - VEHICLE HISTORY**

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

**SAME**

Comments: (Additional cmts may be placed in section 9)

Did the owner purchase the vehicle new? ☐ Yes ☐ No Date \_\_\_\_\_ Used? ☒ Yes ☐ No Date **A MONTH AGO****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..) Describe:**NONE****VEHICLE REPAIR / SERVICE HISTORY**Prior electrical system service? ☒ No ☐ Yes If yes, describe: { \_\_\_\_\_ }Prior collision repair? ☒ No ☐ Yes If yes, describe: { \_\_\_\_\_ }

Repaired by whom? (name, address, phone) { \_\_\_\_\_ }

Prior chassis system service, repair, or replacement? ☐ No ☒ Yes If yes, describe what was done:**POWER STEERING COLUMN, TWO DAYS PRIOR TO ACCIDENT**

Prior electrical system components serviced, repaired, or replaced by whom? ( name, address, phone number)

**SAME**Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? ☐ No ☒ YesIf yes, describe: **RO 322349 SHOWS STEERING COLUMN REPLACEMENT 09/30/2008****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:****RIGHT END OF FRONT BUMPER COVER DENTED, HAS MUD UNDERNEATH****UNDERBODY / FRAME / CHASSIS AREA:** Describe **any damage** to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present.**LIGHT COATING OF MUD ON RIGHT SIDE TIRE SIDEWALLS****RIGHT LOWER RADIATOR MOUNT BROKEN, RADIATOR PUSHED BACK SEVERAL INCHES,****AC HOSE RUBS AGAINST BELT PULLY, AC DYE AND OIL ON RIGHT FRONT OF ENGINE CRADLE.****BOTH REAR TIRES HAVE FLAT SPOTS**



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File # **71-668617587**VIN: **1G1AL15F777** [REDACTED]**CORNER ASSEMBLIES**

Struts/shocks

Ball joints

Tire/wheel assemblies

Springs

Steering knuckles

Control arms

Axle assemblies

Comments: **ALL FASTENED, NO DEFORMATION FOUND**

{

**UNDERHOOD**

Engine compartment

Power steering lines, hoses, clamps and connections

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**

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{

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**Section 5****VEHICLE INSPECTION - PASSENGER COMPARTMENT****INTERIOR**

Instrument panel

Odometer

Controls

Steering wheel and column

Overall view of seat position

Driver and passenger seat back angle (inclinometer measurement)

Photo of options label-glove box/trunk

Sunvisors and headliner

Personal items/cargo

**INTERIOR INSPECTION** (Describe any damage and photograph )**NO INTERIOR DAMAGE FOUND EXCEPT SCRATCHES ON UPPER WINDOW FRAME OF DRIVERS DOOR**

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**Section 6****STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION**

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**

Vehicle Brand: **CHEVROLET**

Model: **2007 COBALT**

File # **71-668617587**

VIN: **1G1AL15F777** [REDACTED]

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.



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]

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?	<b>INSPECTED FOR LOOSE PARTS OR DEFORMATION, TURNED STEERING FROM LOCK TO LOCK, NO BINDING OR UNEVEN FEEL</b>
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	<b>NO DEFORMATION, CRACKS OR BENDS FOUND, NO SIGN OF CONTACT WITH ANY LINKAGE</b>
Gear/rack and pinion-Any sign of leakage, damage to boots on the rack, contact by foreign objects?	<b>NO SIGN OF LEAKS, NO DAMAGE FOUND, NO CONTACT MARKS FOUND</b>
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	<b>PROPERLY FASTENED TO DASH, UNLOCKS WITH IGNITION ON</b>
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.	<b>ELECTRIC POWER STEERING ASSIST. HAS NO PUMP OR HOSES</b>
PS fluid level and condition-Color, contamination, odor	<b>ELECTRIC POWER STEERING, HAS NO PS FLUID</b>
Steering knuckle-All attachments secure and proper?	<b>ALL SECURE AND PROPER</b>
Suspension components – LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	<b>NO LOOSE PARTS OR DEFORMATION FOUND, NO CONTACT MARKS FOUND.</b>
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RF	<b>NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND, NO CONTACT MARKS FOUND</b>
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Rear sway bars,	<b>NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND, NO CONTACT MARKS FOUND</b>

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐**71-668617587**VIN: **1G1AL15F777** [REDACTED]

trailing arms properly attached and undamaged. LR	
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR	<b>NO MISSING PARTS, NO LOOSE PARTS, NO DEFORMATION FOUND, NO CONTACT MARKS FOUND</b>
Rear axle assembly-deformed, signs of impact, properly located, etc.	<b>NO MISSING PARTS, NO LOOSE PARTS OR DEFORMATION FOUND</b>
Deformation to the frame	<b>NO FRAME DEFORMATION FOUND</b>
Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components	<b>NO EVIDENCE OF AXLE/SUSPENSION/ TIRE CONTACT WITH BODY OR FRAME</b>
Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass)	<b>RIGHT FRONT CORNER OF ENGINE CRADLE CAPTURED SOME GRASS, RADIATOR RIGHT LOWER MOUND BROKEN, LOWER CORNER OF RADIATOR PUSHED BACK 2 INCHES</b>
Stability Enhancement system/components-check for codes with Tech II	<b>DOES NOT APPLY</b>
Engine (normal, other)-Obtain codes using a Tech II.	<b>NO ENGINE CODES</b>
Electrical (normal, other)	<b>NORMAL</b>
Warning lights/messages displayed? Describe and obtain codes using a Tech II	<b>RIGHT REAR TURN LIGHT CIRCUIT OPEN OR GROUNDED</b>
Anything components missing?	<b>ALL APPEARS INTACT</b>
Other	{ _____ _____

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



**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]1. IDENTIFICATION:

	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	AVE. TREAD DEPTH	DOT Numbers
	(Goodyear)	(Eagle GA)	(P205/70R15)	(psi)	32nds of inch	
LF	<u>HANCOCK</u>	<u>OPTIMO</u>	<u>P205/55R16</u>	<u>30</u>	<u>9/32</u>	<u>1GBC PDYH</u> <u>3807</u>
RF	<u>HANCOCK</u>	<u>OPTIMO</u>	<u>P205/55R16</u>	<u>28</u>	<u>7/32</u>	<u>1GBC PDYH</u> <u>2806</u>
LR	<u>HANCOCK</u>	<u>MILEAGE</u> <u>PLUS</u>	<u>P205/55R16</u>	<u>26</u>	<u>10/32</u>	<u>T7BC DF H</u> <u>4107</u>
RR	<u>HANCOCK</u>	<u>MILEAGE</u> <u>PLUS</u>	<u>P205/55R16</u>	<u>26</u>	<u>11/32</u>	<u>T7BC DE H</u> <u>4107</u>

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

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

LF NONERF LIGHT MUD STAINS ON SIDEWALLLR FLAT SPOT ON TREAD, NOTICED DURING ROSD TESTRR LIGHT MUD STAINS ON SIDEWALL, FLAT SPOT ON TREAD, NOTICED DURING ROAD TEST.2. TIRE PLACARD DATA:

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

	<u>SIZE</u>	<u>PRESSURE (psi)</u>	<u>PRESSURE AT MAXIMUM LOAD(psi)</u>
TIRES	<u>P205/55R16</u>	<u>30</u>	<u>      </u>
SPARE TIRE	<u>T115/70D15</u>	<u>60</u>	<u>      </u>

## Section 7

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

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

**PRODUCT ALLEGATION RESOLUTION  
PRELIMINARY INSPECTION  
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: [REDACTED]

Inspection Date: **10/14/2008**Vehicle Brand: **CHEVROLET**Model: **2007 COBALT**File ☐ **71-668617587**VIN: **1G1AL15F777** [REDACTED]

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:**

**DID NOT INSPECT SITE, DRIVER SEEMED UNSURE WHAT THE LOCATION WAS.**

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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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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)**

X Photographs

X Data Downloads

☐ Other Records



# North American Operations

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



CHECK No. [REDACTED]

DATE  
08/27/09

\*\*\*\*\*6,750 DOLLARS

\*\*\*\*00 CENTS

AMOUNT  
\*\*\*\*\*6,750.0

North American Operations  
General Motors Corporation  
Disbursement Account

PAY  
TO THE  
ORDER  
OF

CHICAGO IL [REDACTED]

*Brian D. Albee*  
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. BB 000000035

1

CHECK NO. [REDACTED]

VENDOR NAME KELLY COMBEST ANDKROHN AND HOS

PAYMENT  
DATE 08/27/09

REGISTER NO. DESCRIPTION	INVOICE DATE	DOC. REFERENCE NUMBER	% DISC.	INVOICE AMOUNT	DISC. AMOUNT	NET AMOUNT
1G1AM15B667 [REDACTED]	08/26/09 71-669604638.1	VH 1-CG9GCX 1-CG9GCX	00.0000	6,750.00	.00	6,750.00
TOTAL				6,750.00	.00	6,750.00

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

M3

August 25, 2009

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

RE: [REDACTED] v. General Motors Corporation  
Service Request: 71-669604638  
2006 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AM15B667 [REDACTED]  
Customer Relationship Specialist: Shera Vasquez

Dear Ms. Postelli:

Enclosed please find a check in the amount of \$6,750.00 made payable to [REDACTED] and 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



# ***Fax***

To: Emma Salinas  
Fax: 866-508-1969  
Phone:

From: Matt Graham  
Fax: 812-345-5139  
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 [REDACTED]

Thank You

SHOWN ABOVE ARE THE MOST RECENT  
SERVICES PERFORMED ON YOUR VEHICLE.

35199

BASED ON THE CURRENT MILEAGE  
OF YOUR VEHICLE, THE MANUFACTURER  
RECOMMENDS THAT THE  
SERVICES MARKED WITH AN 'X'  
BE PERFORMED NOW.

1845 N. State Street • P.O. Box 908  
(812) 346-8721 • Columbus 376-3786  
NORTH VERNON, INDIANA 47265  
(877) 346-8721

#### EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranty of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages of commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranty extended by dealer is, in any event, limited to, any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to conform with reasonable safety, efficiency, or emission.

DATE -

SIGNED: X

CUST. NO10085

STOCK NO.

TAG NO.

COLOR YELLOW

PAGE 1 OF 1

DATE	VEHICLE IDENTIFICATION NUMBER	MILEAGE	DELIVER DATE	LICENSE NUMBER	YEAR	MAKE AND MODEL	WRITTEN BY	PO NUMBER
11/1/06	1G1AM15B667	35199	19JAN06		06	CHEVROLET COBALT	64	123550

[illegible]

PRELIMINARY ESTIMATE \$

AUTHORIZED BY: X

REVISED ESTIMATE(1) \$	DATE	TIME	BY	BILL TO:	P.O. NO.	BUSINESS PHONE
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[illegible]

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE  
GRAL AP

METHOD OF PAYMENT **CASH**  
 RECEIVED FROM  
 (NAME AND ADDRESS OF)

LINE	QTY	UOM	ITEM	LABOR INSTRUCTIONS AND DESCRIPTION	GAS/OIL/GREASE	AMOUNT
1	1	HR		REPAIR WORK		
2	1	HR		REPAIR WORK		
3	1	HR		REPAIR WORK		
4	1	HR		REPAIR WORK		
5	1	HR		REPAIR WORK		
6	1	HR		REPAIR WORK		
7	1	HR		REPAIR WORK		
8	1	HR		REPAIR WORK		
9	1	HR		REPAIR WORK		
10	1	HR		REPAIR WORK		
11	1	HR		REPAIR WORK		
12	1	HR		REPAIR WORK		
13	1	HR		REPAIR WORK		
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74	1	HR		REPAIR WORK		
75	1	HR		REPAIR WORK		
76	1	HR		REPAIR WORK		

CUSTOMER STATES TRANS QUIT PULLING. MAY BE CLUTCH

Sketch burnt up -

Check Plate 12582698 23351

5.8

Refugees Church Assembly

90537283 122.02

Ad Flywheel

QVIE K0800 5.4

1. Time Sketch

K0800 5.4 + 3  
360.53  
~~329~~ 12 Parts

Replacement  
Burnt up.

SUBJECTS	AMOUNT
P.O. NO.	

FOREMAN'S SIGNATURE **X**

TECHNICIAN COPY



STRAIGHT TIME (HRS.)	FLAT RATE PRICE	P.O. NO. EMP.	TIME	DATE
5.9		B. [REDACTED]		08
			ON	





DUPLICATE 2 PAGE 1

NORTH VERNON, IN

**COUNTRY**

CHEVROLET-PONTIAC-OLDSMOBILE-BUICK, INC.  
 1845 N. State Street - P.O. Box 908  
 (812) 346-8721 - Columbus 378-3786  
 NORTH VERNON, INDIANA 47265  
 (877) 346-8721

SERVICE ADVISOR **MATTHEW GRAHAM**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14JUL08	24SEP08		1G1AM15B667	10085			24SEP08	123550
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	SIA
16:21	14:26	06	CHEVROLET COBALT			19JAN06	5	64
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
35199	35199							

A CUSTOMER STATES TRANS QUIT PULLING- MAY BE CLUTCH CAUSE: SLIPS KOB00 DISC AND/OR CLUTCH COVER, CLUTCH REPLACE				TOYOTA	USED	SALE	COUNT
13	WC	5.90	380.20	380.20	11653	38020	
1	12582698	PLATE	233.51	186.35	13311	18635	0
1	90537283	FLYWHEEL	122.02	97.38	6956	9738	0
2	470Q	DEXIII	3.21	3.21	6.42	458	642
1	24246918	CYLINDER	157.89	125.99	125.99	8999	12599
FC: OV-1E PART#: 12582698 COUNT: 4 CLAIM TYPE: AUTH CODE: BE							
SUBL TOW							
WC				94.00	94.00	9400	9400
B** VEHICLE TOWED TO DEALERSHIP CAUSE: TOW T2020 TOWING							
999 WC				0.00	0.00	0	0

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS,OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF

**X**

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

**FILE COPY**

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE

DUPLICATE 2 PAGE 2

**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

NORTH VERNON, IN

SERVICE ADVISOR **MATTHEW GRAHAM**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
14JUL08	24SEP08		1G1AM15B667	10085			24SEP08	123550
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	5th
16:21	14:26	06	CHEVROLET COBALT			19JAN06	5	64
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
35199	35199							

FC: OV-1E

PART#:

COUNT:

CLAIM TYPE:

AUTH CODE: E

0	0	TPARTS
0	0	TLABOR

**\*\* PRE-INVOICE \*\***

46200	38020	11653	DESCRIPTION	TOTALS
48000	41614	29724	LABOR AMOUNT	0.00
46600	9400	9400	PARTS AMOUNT	0.00
26300	89034	*****	GAS,OIL, LUBE	0.00
			SUBLET AMOUNT	0.00
			MISC. CHARGES	0.00
			TOTAL CHARGES	0.00
			LESS INSURANCE	0.00
			SALES TAX	0.00
			PLEASE PAY THIS AMOUNT	0.00

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

ROUTE CODE H DEBRA 1 TIME REPAIR CLUTCH BURNT U  
 P ALSO HAD TO REPLACE FLYWHEELREPLACE CLUTCH MA  
 STER CYL ALSOCUSTOMER SAID WOULD LOOSE PRESSURE  
 AT TIMESCODE BE THANKS TOM  
 PATTY WRECKER REFUND TO CUSTOMER 94.00

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

**FILE COPY**

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE





STRAIGHT TIME (HRS.)	FLAT RATE PRICE	P.O. NO. DATE	TIME	OFF ON
4.0		13 [REDACTED]	153254	7/08

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	P.O. NO. DATE	TIME	OFF ON
4.1		13 [REDACTED]	173254	7/08

DUPLICATE 1 PAGE 2

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

SERVICE ADVISOR **MATTHEW GRAHAM**

REPORT ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
30JUN08	11JUL08		1G1AM15B667	10085			11JUL08	123254
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	509
07:14	15:51	06	CHEVROLET COBALT			19JAN06	5	64
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
34976	34976							

AUTH CODE:

0 0 TPARTS  
 0 25776 TLABOR

<b>** PRE-INVOICE **</b>		DESCRIPTION	TOTALS	142872	255595	0
46200	77972 15998	LABOR AMOUNT	0.00	I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or manufacturer. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.  I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF  X		
48000	177623 126874	PARTS AMOUNT	0.00			
26300	255595 *****	GAS,OIL, LUBE	0.00			
		SUBLET AMOUNT	0.00			
		MISC. CHARGES	0.00			
		TOTAL CHARGES	0.00			
		LESS INSURANCE	0.00			
		SALES TAX	0.00			
		PLEASE PAY THIS AMOUNT	0.00			

PQC CENTER CASE 10376469  
 REPLACE TRANS  
 PER MATT CALL

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE, UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH AN ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) **FILE COPY** DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

D66



## RENTAL AGREEMENT

<b>CUSTOMER:</b> FIRST _____ INITIAL _____ LAST _____					<b>VEHICLE:</b> _____					
<b>LOCAL ADDRESS:</b> NO. STREET _____ CITY/TOWN _____ STATE _____ ZIP _____					<b>YEAR</b> _____ <b>MAKE</b> _____ <b>MODEL</b> _____ <b>COLOR</b> _____ <b>STOCK NUMBER</b> _____					
<b>TEL #</b> _____					<b>VIN</b> _____ <b>LICENSE PLATE NO.</b> _____					
<b>PERMANENT ADDRESS:</b> NO. STREET _____ CITY/TOWN _____ STATE _____ ZIP _____					<b>ODOMETER OUT</b> _____		<b>ODOMETER IN</b> _____		<b>FUEL</b>	
<b>TEL #</b> _____ <input type="checkbox"/> RENT <input type="checkbox"/> OWN <b>HOW LONG</b> _____					<b>ODOMETER IN</b> _____		<b>ODOMETER IN</b> _____		<b>OUT IN</b>	
<b>SOCIAL SECURITY NO.</b> _____					<b>MILES DRIVEN</b> _____		<b>DATE AND TIME OUT</b> _____ AM _____ PM _____		<b>E E</b>	
<b>DRIVER'S LICENSE</b> _____					<b>MILES ALLOWED</b> _____		<b>DATE AND TIME IN</b> _____ AM _____ PM _____		<b>34 34</b>	
<b>DATE ISSUED</b> _____ <b>EXPIRES</b> _____ <b>DATE OF BIRTH</b> _____					<b>CHARGEABLE MILES</b> _____		<b>DUE DATE EXPIRATION OF AGREEMENT</b> _____ AM _____ PM _____		<b>34 34</b>	
<b>EMPLOYER NAME</b> _____ <b>HOW LONG</b> _____									<b>F F</b>	
<b>ADDRESS</b> _____ <b>TELEPHONE NO.</b> _____					<b>DAMAGE:</b>					
<b>CREDIT CARD #</b> _____ <b>EXPIRES</b> _____					<b>EXTERIOR:</b> OUT BODY _____ FENDERS _____ TIRES # _____					
<b>ONLY THESE PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE CUSTOMER SIGN.</b>					IN _____					
					OUT WHEELCOVERS _____ LIGHTS _____					
					IN _____					
					INTERIOR: OUT UPHOLSTERY _____ RADIO _____ MATS _____					
					IN _____					
					OUT _____ ACCESSORIES _____					
					IN _____					
					REMARKS: _____					
					Miles @ \$					
					Hours @ \$					
					Days @ \$					
					Weeks @ \$					
					Months @ \$					
					<b>Total Time and Mileage Charges</b> \$					
					Gas (Taxable) \$					
					Additional Driver Charge \$					
					Sub-Total \$					
					Sales Tax or Surcharge ( %) \$					
					Gas (Non-Taxable) \$					
					Other: \$					
					\$					
					\$					
					\$					
					Less Refund for: \$					
					Less Deposits \$					
					Net Amount Due \$					
					Net Due Renter \$					

**Notice to customers renting in Illinois:**

NOTICE: UNDER ILLINOIS LAW, YOU MAY REQUEST, BASED ON AVAILABLE INFORMATION, AN ESTIMATED TOTAL DAILY RENTAL RATE, INCLUDING TAXES, FEES, AND OTHER CHARGES, OR AN ESTIMATED TOTAL RENTAL CHARGE, BASED ON THE VEHICLE RETURN DATE NOTED ON THIS AGREEMENT.

**UNDER NO CIRCUMSTANCES SHALL ANYONE UNDER 21 YEARS OF AGE OPERATE THIS VEHICLE.**

YOU ARE LIABLE FOR ALL PARKING AND DRIVING VIOLATIONS AND MUST TURN IN ALL PARKING SUMMONSES WITH PAYMENT UPON VEHICLE RETURN.

ALL DRIVERS MUST POSSESS A VALID OPERATOR'S LICENSE.

The rental of the vehicle to any person under 25 years of age is strictly prohibited, unless specifically authorized by Dealer.

By your signature, you warrant that the information on vehicle use and other drivers is accurate and complete. Further, you represent that you have read, understand and agree with the terms and conditions stated on this Agreement.

**WARNING**

- You must read carefully all driving and use instructions on the reverse side.
- You are responsible for all traffic violations and must turn in summonses upon return of vehicle.
- You will report all accidents immediately.

You have read both sides of this agreement and agree to its terms and conditions. You authorize Dealer to process a credit card payment.



STRAIGHT TIME (HRS.)	FLAT RATE PRICE	P.O. NO. EMP NO.	TIME	OFF
1.0	39 <sup>00</sup>	13 [REDACTED]		7/08

STRAIGHT TIME (HRS.)	FLAT RATE PRICE	P.O. NO. EMP NO.	TIME	OFF
1.0	66 <sup>00</sup>	13 [REDACTED]		7/08



OCT-09-2008 09:30  
 Work Order ID  
 Customer Number 451  
 Name  
 Year: 06  
 Technician JIM  
 Mileage 34976  
 Time Printed 7/10/08 10:53 AM

Chevrolet : Cobalt : SS, Sport Models (FE3/FE5 Suspension, Rear Disc Brakes) : 2005-08

Front : Left

Actual	Before	Specified Range
-0.6°	-0.6°	-1.8° -0.3°
4.3°	4.3°	2.9° 4.4°
0.11°	-0.11°*	0.00° 0.20°

Camber  
 Caster  
 Toe  
 SAI  
 Included Angle  
 Turning Angle Diff.

Front : Right

Actual	Before	Specified Range
-1.3°	-1.3°	-1.8° -0.3°
3.5°	3.5°	2.9° 4.4°
0.12°	-0.10°*	0.00° 0.20°

Front

Cross Camber  
 Cross Caster  
 Cross SAI  
 Total Toe  
 Cross Turn Diff.

Actual	Before	Specified Range
0.7°	0.7°	-0.8° 0.8°
0.7°	0.7°	-0.8° 0.8°
0.23°	-0.21°*	0.00° 0.40°

Rear : Left

Actual	Before	Specified Range
-0.6°	-0.6°	-1.6° -0.1°
-0.01°	-0.01°	-0.18° 0.43°

Camber  
 Toe

Rear : Right

Actual	Before	Specified Range
-0.8°	-0.8°	-1.6° -0.1°
-0.02°	-0.03°	-0.18° 0.43°

Rear

Cross Camber  
 Total Toe  
 Thrust Angle

Actual	Before	Specified Range
0.2°	0.2°	
-0.03°	-0.04°	-0.06° 0.55°
0.01°	0.01°	-0.30° 0.30°

The steering wheel is currently level.

PAGE 1

NORTH VERNON, IN

**COUNTRY**

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 1845 N. State Street • P.O. Box 908  
 (812) 346-8721 • Columbus 376-3786  
 NORTH VERNON, INDIANA 47265  
 (877) 346-8721

SERVICE ADVISOR **MATTHEW GRAHAM**

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.Q. NO.	INVOICE PRINTED	INVOICE NO.
10JUL08	10JUL08		1G1AM15B667	10085			10JUL08	123464
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
06:24	14:00	06	CHEVROLET COBALT			19JAN06	64	64
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
34976	34976							

DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	COST	SALE	TOTAL
A MOUNT, BALANCE AND DISPOSE 4 TIRES							
MB4 MOUNT, BALANCE AND DISPOSE 4 TIRES							
13 CM 1.00			66.00	66.00	1975	6600	
4 19164404 G2055017			116.00	116.00	464.00	38400	46400
B** LUBRICATE CHASSIS, CHANGE ENGINE OIL AND ENGINE OIL FILTER							
LOP LUBRICATE CHASSIS, CHANGE ENGINE OIL AND ENGINE OIL FILTER							
93 CLOF 0.50			6.00	6.00	600	600	
1 12605566 FILTER			4.95	4.95	495	495	0
1 12345621 OIL10W30B			9.00	9.00	1188	900	0
C** ALIGN FRONT END							
AF ALIGN FRONT END							
13 CM 1.00			39.95	39.95	2100	3995	
MISC SUPPLIES							
				3.36	0	336	

** PRE-INVOICE **			DESCRIPTION	TOTALS	44758	59326	0
46000	10595	4075	LABOR AMOUNT	111.95			
46700	46400	38400	PARTS AMOUNT	477.95			
46002	600	600	GAS,OIL, LUBE	0.00			
48100	1395	1683	SUBLET AMOUNT	0.00			
6103	336	0	MISC. CHARGES	3.36			
32400	3370	0	TOTAL CHARGES	593.26			
22500	62696	*****	LESS INSURANCE	0.00			
			SALES TAX	33.70			
			PLEASE PAY THIS AMOUNT	626.96			

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF

X

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

FILE COPY

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

DATE

TECHNICIAN COPY



PO833

STRAIGHT TIME USE	2/3	FLAT RATE PRICE		A.O. NO.	1314410	TIME	9/08



PAGE 2

NORTH VERNON IN

SERVICE ADVISOR MATTHEW GRAHAM

## 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

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
13MAY08	02JUN08		1G1AM15B667	10085			02JUN08	122350
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	SA
06:46	10:28	06	CHEVROLET COBALT			19JAN06	5	64
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
31750	31750							

REPAIR	TYPE	REPAIRS	12 MONTH	NET UNIT	TOTAL	CASH	SALE	FORM
						346 2370	484 7733	TPARTS TLABOR

PRE-INVOICE **			DESCRIPTION	TOTALS			
46200	14821	4543	LABOR AMOUNT	0.00	4889	15305	0
48000	484	346	PARTS AMOUNT	0.00			
26300	15305	*****	GAS, OIL, LUBE	0.00			
			SUBLET AMOUNT	0.00			
			MISC. CHARGES	0.00			
			TOTAL CHARGES	0.00			
			LESS INSURANCE	0.00			
			SALES TAX	0.00			
			PLEASE PAY THIS AMOUNT	0.00			

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

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(SIGNED)







COUN-S RO

Repair Order (New)

matt 74

File Perform Display Util Help

MAIL

Cust:

Home:

Work:

1G1AM15B667

06 COBA YELLOW

License:

Unit:

Service History for Vehicle 67

RO Number	Closed	Mileage	LC	Labor Operation
124000	09/24/08	35199	->#	A K0600 CYLINDER, ACTUATOR CLUTCH MASTER#
123550	09/24/08	35199		
123254	07/11/08	34976		
123464	07/10/08	34976		
122350	06/02/08	31750		
122414	05/16/08	31975		

Exit (SF12)

Print (SF5)

Change Printer (F5+K)

Press F2 to display RO detail. Press Enter to select ROs to print; then SF5.





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

**VIA FAX ONLY**

October 8, 2008

MATT GRAHAM  
COUNTRY CHEVROLET PONTIAC OLDS BUICK, INC.  
PO BOX 908  
NORTH VERNON, IN 47265-0908

RE: [REDACTED]  
Service Request: 71-669604638  
2006 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AM15B667 [REDACTED]  
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  
[REDACTED] 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](mailto: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

✓

666656

3/8/09

**Service of Process  
Transmittal**

02/12/2009  
CT Log Number 514434398

**TO:** 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)

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

**TITLE OF ACTION:** [REDACTED] 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 [REDACTED]

**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  
Image SOP  
Fax Transmittal, Rosemarie Williams 313-665-7572  
CC Recipient(s)  
Rosemarie Williams, via Regular Mail

**SIGNED:** C T Corporation System

**ADDRESS:** 251 E. Ohio Street  
Suite 1100  
Indianapolis, IN 46204

**TELEPHONE:** 317-396-9747

ER-Tamera Shultz

Law Office of Connie Postelli  
Connie Postelli

CT web  
2/12/09  
12:06pm

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

To debbie.k.brown@gm.com

cc

10/08/2008 02:22 PM

bcc

Subject Combust, 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 [REDACTED]. 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 [REDACTED]. 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: [REDACTED] 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](http://www.krohnandmoss.com)



## GM Vehicle Inquiry System Summary

[Home](#) - [Summary](#) - [Claim History](#) - [Vehicle Build](#) - [Vehicle Component](#) - [Delivery Information](#) - [Dealer Information](#) - [Service Contract](#) - [Warranty Block](#) - [Branded Title](#)

[Help](#)

VIN :	1G1AM15B667
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### VEHICLE INFORMATION

Merchandising Model :		1AM37 -2006 COBALT SS COUPE		Warranty Start Date :		01/19/2006					
BARS Order Type :		70 - RETAIL - STOCK									
Delivering Dealer :		BOOSE CHEVROLET COMPANY PO BOX 39 BROOKVILLE, OH 45309-0039 (937) 833-4011		Selling Source :		13 - CHEVROLET					
				Site Code :		09073					
				Business Associate Code :		112756					
Service Contract :		No	Branded Title :		No	Warranty Block :		No	PDI Status :		Paid

### REQUIRED FIELD ACTIONS

Type	Number	Description	Posted Date	Status
RC	06217	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	01/19/2006	100 miles	01/19/2009	36100 miles
72/100000 SHEET METAL COVERAGE RUST THROUGH LIMITED WARRANTY	01/19/2006	100 miles	01/19/2012	100100 miles
96/80000 FEDERAL EMISSION CATALYTIC CONV. AND PCM	01/19/2006	100 miles	01/19/2014	80100 miles
36/36000 FEDERAL EMISSION	01/19/2006	100 miles	01/19/2009	36100 miles
60/60000 POWERTRAIN - U.S. LIMITED WARRANTY	01/19/2006	100 miles	01/19/2011	60100 miles

### CLAIM HISTORY

R.O Date	R.O Number	Type	Labor Operation	Odometer Reading
06/30/2008	123254	#	Z7901 - 1-DAY COURTESY TRANSPORTATION	34976 miles
05/13/2008	122350	#	E7680 - STEERING COLUMN REPLACEMENT	31750 miles
05/13/2008	122350	#	N2359 - CLUTCH PEDAL POSITION SWITCH REPLACEMENT	31750 miles
09/20/2007	090229	#	J9995 - CUSTOMER CONCERN NOT DUPLICATED	28705 miles
07/17/2007	089273	#	N9995 - CUSTOMER CONCERN NOT DUPLICATED	25358 miles
07/17/2007	089273	#	K3162 - SYNCHRONIZERS - 1ST-2ND - R&R OR REPLACE	25358 miles
04/03/2007	145926	#	V1556 - 06217 - INSTALL ENERGY ABSORBING DEVICE	18636 miles
08/21/2006	010057	#	K2720 - TRANSMISSION REPLACEMENT	10729 miles
08/21/2006	010057	#	B4281 - FRONT SIDE DOOR INSIDE HANDLE REPLACEMENT - LEFT SIDE	10729 miles
08/21/2006	010057	#	H0127 - FRONT BRAKE ROTOR REPLACEMENT - BOTH	10729 miles
08/21/2006	010057	#	Z7906 - 6+ DAY COURTESY TRANSPORTATION	10729 miles
03/28/2006	006968	#	K3186 - FORK AND/OR SHAFT, SHIFT - 3RD-4TH - R&R OR REPLACE	3063 miles

9/23/2008

09/25/2008 01:35 8123529558

10/14/08 10:16AM PDT 8662896141 -> 8665081969

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03/28/2006	006968	#	H9991 - CUSTOMER CONCERN NOT DUPLICATED	3063 miles
03/28/2006	006968	#	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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9/23/2008

09/26/2008 01:35 8123529558

10/14/08 10:16AM PDT 8662896141 -> 8665081969

THE OFFICE CENTER NV PAGE 02/12

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\*... 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.....

64	13	WC	K2720	TRANSMISSION/TRANSAXLE ASSEMBLY REPLACE
				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.....

64	999	WC	Z7904	4 DAY RENTAL CHARGE
				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#, ?, 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.....
64	13	CM	MB4		MOUNT , BALANCE AND DISPOSE 4 TIRES
					PTSS\$    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.....
64	93	CLOF	LOF		LUBRICATE CHASSIS , CHANGE ENGINE OIL AN ND ENGINE OIL FILTER
					PTSS\$    13.95 LBR\$       6.00 MSCS       0.00

Line Code: C    Booker: 64                      Comeback: N

Complaint: AF      ALIGN FRONT END

Cause:

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....
64	13	CM	AF		ALIGN FRONT END
					PTSS\$       0.00 LBR\$       39.95 MSCS       0.00

\*--- 3 of 4 - Dealer: COUN-S -----\*

RO No: 122350      Opened: 13MAY08      Closed: 02JUN08      Mileage: 31750

Press B, S#, Return for next page, EST#, ?, or E to Exit:

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.....
64	13	WC	E7680		COLUMN ASSEMBLY, STEERING REPLACE
				PTSS	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
				PTSS	4.84 LBR\$      77.33 MSC\$      0.00

\*--- 4 of 4 - Dealer: COUN-S -----\*

RO No: 122414      Opened: 16MAY08      Closed: 16MAY08      Mileage: 31975

Line Code: A      Booker: 64      Comeback: N

Complaint: LOF      LUBRICATE CHASSIS , CHANGE ENGINE OIL AND ENGINE OIL FILTER

Cause:

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....
64	93	CLOF	LOF		LUBRICATE CHASSIS , CHANGE ENGINE OIL AN ND ENGINE OIL FILTER

Press B, S#, Return for next page, EST#, ?, or E to Exit:



10/14/08 10:15AM PDI 8662896141 -> 8663081969





## 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 PROPERTY, 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.**

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b> No. _____ Date <b>05/07/2008</b>	Seller <b>FLETCHER CHRYSLER PRODS. INC</b> <b>3099 N. MORTON US 31</b> <b>FRANKLIN, IN 46131</b> We and "us" mean the Seller above, its successors and assigns.	Buyer <div style="background-color: black; width: 150px; height: 40px; margin-bottom: 5px;"></div> NORTH VERMONT, IN <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div> "You" and "your" mean each Buyer above, and guarantor, jointly and individually.
	<b>SALE:</b> 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	2006	VIN	1G1AM15B667	Other:
Motor Vehicle	Make	CHEVROLET	Lic. No./Year		
Purchased	Model	COBALT	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used		

Description of	2004 BUICK	STRATUS	1B3EL36X94M
Trade-In			

**SECURITY:** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 16656.75, plus finance charges accruing on the unpaid balance at the rate of 14.9900% per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of \$ 0 if you pay this Contract in full before we have earned that much in finance charges.

**DOWN PAYMENT:** You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

#### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of
14.99 %	\$ 8695.17	\$ 16656.75	\$ 25351.92	\$ 25351.92

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
72	352.11	MONTHLY BEGINNING 06/06/2008

**Security:** You are giving a security interest in the Motor Vehicle purchased.

☒ **Late Charge:** If a payment is more than 10 days late, you will be charged 17.00

☒ This amount may change pursuant to Indiana Code §§ 24-4.5-1-106 and 24-4.5-2-203.5.

**Prepayment:** If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.

**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Page 1



**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign 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.

**Credit Life:** Insured

☐ Single ☐ Joint Prem. \$ \_\_\_\_\_ Term \_\_\_\_\_

**Credit Disability:** Insured

☐ Single ☐ Joint Prem. \$ \_\_\_\_\_ Term \_\_\_\_\_

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_ Buyer \_\_\_\_\_ d/o/b \_\_\_\_\_

**PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ \_\_\_\_\_ If you get insurance from or through us you will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

This premium is calculated as follows:

☐ \$ \_\_\_\_\_ Deductible, Collision Coverage \$ \_\_\_\_\_  
☐ \$ \_\_\_\_\_ Deductible, Comprehensive Cov. \$ \_\_\_\_\_  
☐ Fire-Theft and Combined Additional Coverage \$ \_\_\_\_\_

**Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.**

☐ **SINGLE-INTEREST INSURANCE:** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

☐ **SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Service Contract to cover \_\_\_\_\_

\_\_\_\_\_ This Service Contract will be in effect for \_\_\_\_\_

**ASSIGNMENT:** This Contract and Security Agreement is assigned to \_\_\_\_\_

the **FINANCIAL DEALER SERVICES**. This assignment is made ☐ under the terms of the security agreement. ☐ under the terms of the ASSIGNMENT BY SELLER on page 2. ☐ This assignment is made with recourse.

Seller: By Stephanie Fletcher-Worner Date 05/07/2008

**ITEMIZATION OF AMOUNT FINANCED**

Vehicle Price (incl. sales tax of \$ 576.80) \$ 15726.80

Service Contract Paid to: \$ \_\_\_\_\_

Cash Price \$ 15726.80

Manufacturer's Rebate \$ N/A

Cash Down Payment \$ 2095.00

Deferred Down Payment \$ 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.):

d. Net Trade-In (b. minus c.) \$ -2500.00

e. Net Cash/Trade-In (a. plus d.) \$ -405.00

f. Amount to Finance line e. (If e. is negative) \$ 405.00

Down Payment (e.; disclose as \$0 if negative) \$ 0.00

Unpaid Balance of Cash Price \$ 16131.80

Paid to Public Officials - Filing Fees \$ 15.00

Insurance Premiums \$ N/A

To: Document Fee \$ 99.95

To: OWNER GUARD \$ 420.00

To: \$ N/A

To: \$ N/A

Total Other Charges/Amounts Pd. to Others \$ 524.95

Less: Prepaid Finance Charges \$ N/A

Amount Financed \$ 16656.75

\*We may retain or receive a portion of this amount.

**NOTICE TO BUYER**

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.

**BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT.**

Buyer: [Signature]

Signature \_\_\_\_\_ Date \_\_\_\_\_

05/07/2008

Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller: By Stephanie Fletcher-Worner

page 2

## 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:

- 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 you owe us.

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

page 3

Page 4

**DEFAULT:** You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

A. You fail 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 owing, including, without limitation, court costs, attorneys' fees (for attorneys who are not our salaried employees), and fees for repossession, repair, storage and sale of the Property securing this Contract all without relief from valuation and appraisal laws.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

**REMEDIES:** If you are in default on this Contract, we have all of the remedies 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 charges.

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 us.

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.

notice that we intend to 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

Date

**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 DEBTOR 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, title 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 reduction or refund of state gross retail and use taxes. (SEPARATE AGREEMENT: If this Assignment is made "under the terms of a separate agreement" as indicated on page 1, the terms of this assignment are described in a separate writing(s) and not as provided below.)

Seller warrants:

1. This Contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis.
2. The statements contained in this Contract are true and correct.
3. 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 Seller or Seller's representatives.
4. This sale was completed in accordance with all applicable federal and state laws and regulations.
5. This Contract is valid and enforceable in accordance with its terms.
6. The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
7. 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.
8. A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
9. The Vehicle has been delivered to the Buyer in good condition and has been accepted by Buyer.
10. Seller has or will perfect a security interest in the Property in favor of the Assignee.

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 cash 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 claim or 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.

UNLESS 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 Contract for the amount of the unpaid balance, including finance charges, due at that time.





**"Bradley, Harry"**  
<hbradley@consumerlawcenter.com>

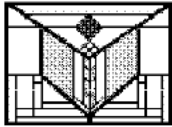
03/26/2009 06:36 PM

To <daniel\_villela@gmexpert.com>  
cc  
bcc  
Subject [REDACTED]

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 [REDACTED] 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



Offer Ltr.doc



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

**VIA FAX ONLY**

April 9, 2009

Rob Johnson  
North Central-50  
Rob.johnson@gm.com

Re: [REDACTED] v. General Motors Corporation  
Service Request: 71-669604638  
2006 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AM15B667 [REDACTED]  
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



GMC



HUMMER





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

**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



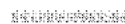
Finance agreement  
Buyer's agreement

General Motors Corporation  
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 Name)

\_\_\_\_\_  
(Lien holder Address) (Lien holder Phone Number)

to release any and all information regarding my loan account # \_\_\_\_\_  
(Account Number)

with \_\_\_\_\_  
(Lien holder Name)

to General Motors Corporation, including but not limited to a complete payment history of my account, a loan payoff amount, and per diem information.

Date \_\_\_\_\_.

## VEHICLE INFORMATION

The current vehicle mileage is \_\_\_\_\_ Date mileage read: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

LG0006  
V08012008





Aug. 25. 2009 12:45PM

LAW OFFICE OF CONNIE POSTELLI

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*  
*James R. Postelli*

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: [REDACTED] v. General Motors Corporation  
2006 Chevrolet Cobalt, VIN#1G1AM15B667 [REDACTED]  
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

1. A draft for \$6,750.00 to be made payable to:

Kelly Combest and Krohn & Moss, LTD.  
427 4<sup>th</sup> 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

Aug. 25. 2009 12:45PM LAW OFFICE OF CONNIE POSTELLI

No. 6764 P. 2

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 )  
COUNTY OF JENNINGS )

) SS:

IN THE JENNINGS CIRCUIT COURT  
SITTING IN VERNON, INDIANA

  
Plaintiffs,

v.

GENERAL MOTORS CORPORATION,  
Defendant.

)  
)  
)  
)  
) CAUSE NO. 40C01-0902-PL-0022  
)  
)  
)

Krohn & Moss  
Florida Department  
120 W. Madison, 10th FL  
Chicago, IL 60602

**\$0.420**  
US POSTAGE  
FIRST-CLASS  
FROM 60602  
OCT 03 2008



062S0000704567

stamps  
.com

OCT 06 2008

30383



General Motors Corp. - GM Legal Staff  
c/o MSX International  
1919 Concept Dr  
Warren MI 48091-6013



# *Krohn & Moss, Ltd.*

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

*Main Office*

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

*Chicago, Illinois 60602*

*www.krohnandmoss.com*

*Writer's Direct Number*

*(312) 578-9428*

*Writer's Direct Facsimile*

*(866) 289-6141*

*Writer's Direct E-Mail*

*hbradley@consumerlawcenter.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: [REDACTED] v. General Motors Corporation

Our Client: [REDACTED]

Vehicle: 2006 Chevrolet Cobalt

Date of Delivery: May 7, 2008

VIN: 1G1AM15B667 [REDACTED]

Our File No.: H08011516S

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against General Motors Corporation 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;

3. Defective body and/or trim as evidenced by defective door handle; and
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

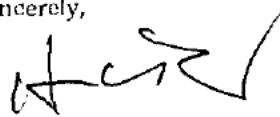
September 30, 2008

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: [REDACTED]

HB/msk



Privileged and Confidential Information  
CASE ASSESSMENT – LEGAL (NON SMALL CLAIMS)  
By: Joe Merrill—*Gina Perez* State: IN

Customer Name: [REDACTED] Service Request: 71-669604638 GM Legal File No.: N/A

Vehicle ID No: 1G1AM15B667 [REDACTED] In Service Date: 01/19/06 Vehicle is: Used 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  
Was TAC contacted for this vehicle?: Y 10376469 involvement?: Y Vehicle: \$25,351.92

## VEHICLE REPAIR HISTORY

### ☐ Transmission

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage</u>	<u>Description of Complaint and Repair Performed:</u>
05-13-08	122350	21	31,750	C/S Hard to get into 2 <sup>nd</sup> 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> <i>1- day courtesy transportation provided.</i>
07-14-08	123550	73	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>

### ☐ Electrical

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage</u>	<u>Description of Complaint and Repair Performed:</u>
05-13-08	122350	*	31,750	C/S SES light comes on. Shorted. Replace switch. <b>WARRANTY</b>

### ☐ Other

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage</u>	<u>Description of Complaint and Repair Performed:</u>
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>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage</u>	<u>Description of Complaint and Repair Performed:</u>
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. <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. <b>No problem found at this time.</b> 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 customer concern.</b> 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 period:	0
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. Dlr 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. 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.

## REASON FOR REMOVAL

CRS FINAL OFFER:

DATE:

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

PLAINTIFF'S FINAL  
DEMAND:

DATE:

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

TEAM MANAGER APPROVING:

Date:



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

**VIA FAX ONLY**

March 13, 2009

Harry Bradley, Esq.  
Krohn □ Moss, Ltd  
120 W Madison 10th Floor  
Chicago, IL 60602

RE: [REDACTED] v. General Motors Corporation  
Service Request: 71-669604638  
2006 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AM15B667 [REDACTED]  
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's 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](http://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

<hr/>	
Odometer	
<hr/>	
Client's Signature	Client's Signature
<hr/>	<hr/>
Date	Date





**Privileged and Confidential Information**

**CASE ASSESSMENT ☐ LEGAL (NON SMALL CLAIMS)**

By: Emma Salinas State: Indiana

Customer Name: [REDACTED] Service Request: 71-669604638 GM Legal File No.: 666656

Vehicle ID No: 1G1AM15B667 [REDACTED] In Service Date: 01/19/06  
Year, Make ☐ Model: 2006 Chevrolet Cobalt SS Coupe

Vehicle is: **Used** BAC Code: N/A  
Vehicle Purchased Used on: **05-07-08 at  
odometer 31,232 miles**

Lien holder: Wachovia Dealer Services  
Was TAC contacted for this vehicle? : Y

DVM requests Purchase Price of  
involvement?: Y Vehicle: \$15,150

**VEHICLE REPAIR HISTORY**

☐ Transmission

<b>Date:</b>	<b>RO <input type="checkbox"/>:</b>	<b>Days Out:</b>	<b>Mileage</b>	<b>Description of Complaint and Repair Performed:</b>
05-13-08	122350	3	31,750	C/S Hard to get into 2 <sup>nd</sup> 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 <input type="checkbox"/> 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

<b>Date:</b>	<b>RO <input type="checkbox"/>:</b>	<b>Days Out:</b>	<b>Mileage</b>	<b>Description of Complaint and Repair Performed:</b>
10-02-08	125110	N/A <input type="checkbox"/>	37,672	<input type="checkbox"/> <b>Repair per estimate</b> . Jim Hill is contact. Body Shop Repairs <input type="checkbox"/> Fascia, cover, grille, headlamp(2), hood, fender, emblem, liner, arm, W-strut kit, rod kit, emblem, wheel kit, capsule A, bracket(2), retainer(2).

☐ Steering

<b>Date:</b>	<b>RO <input type="checkbox"/>:</b>	<b>Days Out:</b>	<b>Mileage</b>	<b>Description of Complaint and Repair Performed:</b>
12-01-08	126464	1	40,399	C/S has pop noise in front end <input type="checkbox"/> Tighten lower control arm bolt <input type="checkbox"/> svc mgr Matt Graham

☐ Electrical

<b>Date:</b>	<b>RO <input type="checkbox"/>:</b>	<b>Days Out:</b>	<b>Mileage</b>	<b>Description of Complaint and Repair Performed:</b>
05-13-08	122350	<input type="checkbox"/>	31,750	C/S SES light comes on. Shorted. Replace switch. <b>WARRANTY</b>

☐ Other

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage</u>	<u>Description of Complaint and Repair Performed:</u>
05-16-08	122414	<input type="checkbox"/>	31,975	Lubricate chassis, LOF.
07-10-08	123464	<input type="checkbox"/>	34,976	Lubricate chassis, LOF, mount, balance <input type="checkbox"/> dispose 4 tires, alignment.

☐ **Repair Orders from Previous Customer**

<u>Date:</u>	<u>RO #:</u>	<u>Days Out:</u>	<u>Mileage:</u>	<u>Description of Complaint and Repair Performed:</u>
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 <input type="checkbox"/> sometimes grinds going into 2 <sup>nd</sup> gear.
01-31-06	05850	N/A	1,038	Body shop labor. Repaint <input type="checkbox"/> 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 <input type="checkbox"/> 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 <input type="checkbox"/> 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 <input type="checkbox"/> <b>No problem found at this time.</b>
08-21-06	10057	N/A	10,729	C/S Pops out of gear when going into 2nd gear <input type="checkbox"/> hard to get into gears, slight grinding going into gears. Confirmed <input type="checkbox"/> 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:**

0

**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

**Concern:** 1-430258279 ☐CAC file ☒ (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 SVC 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 ☒ (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 ☒ (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. Dlr told him this was a GM issue.

## 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 ☐n 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.



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

**VIA FAX ONLY**

October 8, 2008

MATT GRAHAM  
COUNTRY CHEVROLET PONTIAC OLDS BUICK, INC.  
PO BOX 908  
NORTH VERNON, IN 47265-0908

RE: [REDACTED]  
Service Request: 71-669604638  
2006 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AM15B667 [REDACTED]  
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







Emma Salinas/Austin/GM1  
02/16/2009 10:58 AM

To john.p.haley@gm.expert.com  
cc  
bcc  
Subject Combust 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 [REDACTED] by *Krohn & Moss* for the customer's *2006 Chevrolet Cobalt*, VIN 1G1AM15B667 [REDACTED]. 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*



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

**VIA FAX ONLY**

April 9, 2009

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

RE: [REDACTED] v. General Motors Corporation  
Service Request: 71-669604638  
GM Legal Staff Case: 666656  
2006 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AM15B667 [REDACTED]  
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

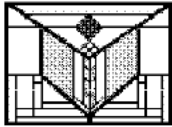


GMC



HUMMER





**Daniel Villela/Austin/GM1**

03/23/2009 03:36 PM

To hbradley@consumerlawcenter.com

cc

bcc

Subject Combust v. GM, VIN 1G1AM15B667 [REDACTED]

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





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

**VIA FAX ONLY**

February 13, 2009

Harry Bradley, Esq.  
Krohn & Moss, Ltd.  
120 W Madison 10th Fl  
Chicago, IL 60602

RE: [REDACTED]  
Service Request: 71-669604638  
2006 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AM15B667 [REDACTED]

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 Name)

\_\_\_\_\_  
(Lien holder Address) (Lien holder Phone Number)

to release any and all information regarding my loan account # \_\_\_\_\_  
(Account Number)

with \_\_\_\_\_  
(Lien holder Name)

to General Motors Corporation, including but not limited to a complete payment history of my account, a loan payoff amount, and per diem information.

Date \_\_\_\_\_.

## VEHICLE INFORMATION

The current vehicle mileage is \_\_\_\_\_ Date mileage read: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

LG0006  
V08012008





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

**VIA FAX ONLY**

February 13, 2009

Harry Bradley, Esq.  
Krohn & Moss, Ltd.  
120 W Madison 10th Fl  
Chicago, IL 60602

RE: [REDACTED]  
Service Request: 71-669604638  
2006 Chevrolet Cobalt  
Vehicle Identification Number: 1G1AM15B667 [REDACTED]

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.

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☐ 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





Filed to Courtney 2-13-09 &amp; 3-3-09



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 ACTION:** [REDACTED] 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 [REDACTED]

**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:** C T Corporation System

**ADDRESS:** 251 E. Ohio Street  
Suite 1100  
Indianapolis, IN 46204

**TELEPHONE:** 317-396-9747

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.

STATE OF INDIANA )  
 ) S.S.  
COUNTY OF JENNINGS )

24 Pike St., P.O. Box 385  
Vernon, Indiana 47282  
(812) 352-3070

  
Plaintiff(s)

Cause No: 40C01-0902PL-022

GENERAL MOTORS CORPORATION  
Defendant(s)

## S U M M O N S

THE STATE OF INDIANA TO THE DEFENDANT:

GENERAL MOTORS CORPORATION  
c/o CT Corporations  
251 East Ohio Street, Suite 1100  
Indianapolis, IN 46204

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 confirmation 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, 10<sup>th</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428  
Attorney No. 24103-49

Date: 2-2-09

CLERK OF THE JENNINGS CIRCUIT AND SUPERIOR COURTS

By: Ronald E. Bremer  
Deputy Clerk

**CIRCUIT**  
IN THE SUPERIOR COURT  
JENNINGS COUNTY, INDIANA

**FILED**

FEB - 2 2009

*Ronald E. Liberman*  
CLERK OF JENNINGS COURTS

[REDACTED]  
Plaintiff,

v.

GENERAL MOTORS CORPORATION,

Defendant.

No. 40001-0902PL-022

COMPLAINT

NOW COME the Plaintiff, [REDACTED] 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, [REDACTED] ("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.



### BACKGROUND

3. On or about May 7, 2008, Plaintiff purchased from Seller a 2006 Chevrolet Cobalt ("Cobalt"), manufactured by Manufacturer, Vehicle Identification No. 1G1AM15B667 [REDACTED], 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.

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:

- a. 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;
- c. 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;
- 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 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:

- a. 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**

By:   
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

**EXHIBIT A**



01:35 8002/92/60



**EXHIBIT B**

# Krohn & Moss, Ltd.

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

## Main Office

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

Chicago, Illinois 60602

www.krohnandmoss.com

Writer's Direct Number

(512) 578-9428

Writer's Direct Facsimile

(866) 289-6141

Writer's Direct E-Mail

bluredley@consumersweptester.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: [REDACTED], General Motors Corporation

Our Client: [REDACTED]  
Vehicle: 2006 Chevrolet Cobalt  
Date of Delivery: May 7, 2008  
VIN: 1G1AM15B667 [REDACTED]  
Our File No.: H08011516S

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against General Motors Corporation 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;

Page 2

September 30, 2008

3. Defective body and/or trim as evidenced by defective door handle; and
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."

Zebrowski 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 Duffee 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 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 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



Page 3

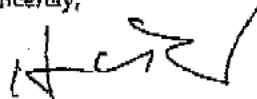
September 30, 2008

termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(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

**Country Chevrolet, Pontiac, Buick, Inc.**

Highways 3 &amp; 7 P.O. Box 908 North Vernon, Indiana 47265

CHEV. 25-042  
PONT. 09-059  
BUICK 51-3761845 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
Fax Number: 866-508-1969	Phone Number:

Total Pages, Including Cover:

**Comments:**

Have A Great Day ☺

**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

## 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

SERVICE ADVISOR JAMES W HILL

REPAIR ORDER DATE	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
02OCT08	21OCT08		1G1AM15B667	10085			21OCT08	125110
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	CUST. PAY LABOR RATE	DELIVERY DATE	PREPARED BY	S/A
11:00	13:22	06	CHEVROLET COBALT			19JAN06	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
37672	37672							

## A REPAIR PER ESTIMATE

## RPE REPAIR PER ESTIMATE

13 CMB 1.50

39.95

39.95

1 12336074	FASCIA	331.55	331.55	331.55	0
1 15773841	COVER	142.40	142.40	142.40	0
1 15274493	GRILLE	144.26	144.26	144.26	0
1 25784531	HEADLAMP	196.99	196.99	196.99	0
1 25784530	HEADLAMP	196.99	196.99	196.99	0
1 15258957	HOOD	245.69	245.69	245.69	0
1 15793420	FENDER	135.27	135.27	135.27	0
1 15223484	EMBLEM	4.75	4.75	4.75	0
1 15289944	LINER	34.69	34.69	34.69	0
1 15787555	ARM	172.85	172.85	172.85	0
1 15876216	W-STRUT KIT	150.30	150.30	150.30	0
1 25956927	ROD KIT	56.16	56.16	56.16	0
1 25794921	EMBLEM	12.19	12.19	12.19	0
1 19164404	G2055017	124.00	124.00	124.00	0
1 9595090	WHEEL KIT	676.11	676.11	676.11	0
1 15162675	CAPSULE A	161.03	161.03	161.03	0
1 15261796	BRACKET	6.85	6.85	6.85	0
1 15232754	BRACKET	8.64	8.64	8.64	0
1 EV80445	END	95.06	95.06	95.06	0
1 20064875	RETAINER	1.63	1.63	1.63	0
4 15993201	RETAINER	2.89	2.89	11.56	0

## DESCRIPTION

## TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY

THIS AMOUNT

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

ON BEHALF OF SERVISING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONSULTED IN ANY WAY WITH AN ACCIDENT, NEGLIGENCE OR MISUSE RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF KNOWLEDGE OF THE SERVISING DEALER OR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

B/S FILE COPY

OFFICE MANAGER OR AUTHORIZED PERSON



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

JAMES W HILL

SERVICE ADVISOR

REPAIR ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	EST. NO.	TAG NO.	P.O. NO.	INVOICE PRINTED	INVOICE NO.
02OCT08	21OCT08		1G1AM15B667	10085			21OCT08	125110
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	EST. PAY LABOR RATE	DELIVER DATE	PREPARED BY	966
11:00	13:22	06	CHEVROLET COBALT			19JAN06	29	29
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
37672	37672							

QTY	UNIT	TIME	LABOR	TOTAL	
6	10121502	RETAINER-	0.49	0.49	2.94
RPE	REPAIR PER	ESTIMATE			
33	CBBR	12.20	536.80	536.80	
RPE	REPAIR PER	ESTIMATE			
33	CMB	2.60	156.00	156.00	
RPE	REPAIR PER	ESTIMATE			
35	CB	14.70	646.80	646.80	
SUBL	TOWING				
	CBBR		140.00	140.00	
FC:					
SUBL	PAINT AND MATERIALS				
	CPNTB		125.55	125.55	
SUBL	PAINT AND MATERIALS				
	CMAT		203.61	203.61	

\*\* PRE-INVOICE \*\*

DESCRIPTION	TOTALS
LABOR AMOUNT	1379.55
PARTS AMOUNT	2911.91
GAS,OIL, LUBE	0.00
SUBLET AMOUNT	469.16
MISC. CHARGES	0.00
TOTAL CHARGES	4760.62
LESS INSURANCE	0.00
SALES TAX	226.87
PLEASE PAY THIS AMOUNT	4987.49

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN COMPLETED IN ANY WAY WITH AN ACCIDENT, NEGLIGENCE OR MISUSE RECORDS SUPPORTING THIS CLAIM IN ANY MANNER FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED)

B/S FILE COPY

NORTH VERNON, IN

MATTHEW GRAHAM

**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

SERVICE ADVISOR

DATE ORDER WRITTEN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	TAX NO.	P.O. NO.	INVOICE PRINTED	IN MILEAGE
1DEC08	17DEC08		1G1AM15B667	10085			17DEC08	126464
TIME IN	TIME READY	YEAR	MAKE & MODEL	TELEPHONE NO.	EST. PAY LABOR RATE	DELIVERY DATE	REPAIR BY	TIME
13:09	08:35	06	CHEVROLET COBALT			19JAN06	5	64
MILEAGE IN	MILEAGE OUT	LICENSE NO.						
40399	40399							

TECH	TYPE	DESCRIPTION	REPAIR	TOTAL	PAID	DATE	TIME
13	C	0.00	0.00	0.00	0	0	
A CUSTOMER STATES HAS POP NOISE IN FRONT END SS TIGHTEN LOWER CONTROL ARM BOLT							

** PRE-INVOICE **	DESCRIPTION	TOTALS	
46000	LABOR AMOUNT	0.00	
22500	PARTS AMOUNT	0.00	
	GAS, OIL, LUBE	0.00	
	SUBLET AMOUNT	0.00	
	MISC. CHARGES	0.00	
	TOTAL CHARGES	0.00	
	LESS INSURANCE	0.00	
	SALES TAX	0.00	
	PLEASE PAY THIS AMOUNT	0.00	X

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

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIR OR REPLACEMENT UNDER THIS CLAIM WAS NOT CONNECTED IN ANY WAY WITH AN ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

DEALER (GENERAL MANAGER) AUTHORIZED SIGNATURE

FILE COPY

Aug. 25. 2009 12:45PM

LAW OFFICE OF CONNIE POSTELLI

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  
James R. Postelli*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: [REDACTED] v. General Motors Corporation**  
**2006 Chevrolet Cobalt, VIN#1G1AM15B667 [REDACTED]**  
**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**

1. A draft for \$6,750.00 to be made payable to:

**[REDACTED] and Krohn & Moss, LTD.****North Vernon, IN [REDACTED]****Telephone: [REDACTED]****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**



Aug. 25. 2009 12:45 PM

LAW OFFICE OF CONNIE POSTELLI

No. 6764 P. 2

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  
COUNTY OF JENNINGS

SS:

IN THE JENNINGS CIRCUIT COURT  
SITTING IN VERNON, INDIANA

Plaintiffs,

**V.**

**GENERAL MOTORS CORPORATION,**  
**Defendant.**

CAUSE NO. 40C01-0902-PL-0022

Aug. 25, 2009 12:45PM

LAW OFFICE OF CONNIE POSTELLI

No. 6764 P. 3

Form 941- November 2008 Department of the Treasury Internal Revenue Service	<b>W-9</b>		<b>Request for Taxpayer Identification Number and Certification</b>		Give form to the requester. Do not send to the IRS.
	Name (as shown on your federal tax return) <b>Kronn &amp; Moss Ltd.</b>				
	Business name, if different from above				
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Address (number, street, and apt. or suite no.) <b>120 W. Madison St. 10th Fl</b> City, state, and ZIP code <b>Chicago IL 60602</b> List account number(s) here (optional)				

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. This TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, use the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) 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 am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this Certification, but you must provide your correct TIN. (See instructions on page 4.)

Sign  
HereSignature of  
U.S. personDate **11/30/08****Purpose of Form**

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

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

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

In 2 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 foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United 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 estate) or trust. See Regulations sections 301.7701-6(a) and 7(c) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in 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 tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

June 21, 2011

[REDACTED]  
Clawson, MI [REDACTED]

Service Request: 71-670676934

Dear [REDACTED]

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](http://Chevrolet.com) or call us at 1-800-222-1020.

Sincerely,

Chevrolet Customer Assistance Center