

43230 Garfield • Suite 130 Clinton Township, MI 48038 (800) 936-4303 (586) 226-2470

Fax: (586) 226-2559

June 27, 2012

Oviedo, FL

RE: CASE # B04-0612-004

Dear

Your request for arbitration within the Suzuki Dispute Settlement Program has been received.

Your application for arbitration states that the nonconformity is an item(s)/system(s) that is no longer within the warranty period. The arbitration process has jurisdiction on service issues related to Suzuki's new vehicle limited warranties. Therefore, your claim is not eligible for the arbitration process.

Although we are unable to assist you with this matter, we appreciate the time you took to explore this situation with NCDS.

Sincerely,

NCDS

Linda Simons x.124 Case Administrator

cc: Southern Region

Suzuki Customer Claim Form

CASE NUMBER: B04-0612-004

CUSTOMER NAME AND ADDRESS

™ M		- Vi
No.		
First		
Stree	(8)	
city Oviedo	State 🕂	Zip Code
City Cyreac		
Day Pho		ix ()
VEHICLE INFORMATION		
		Delivery Date: 5 28/2012
Name(s) on the vehicle title:		Porchased used,
Vehicle Identification Number (VIN):	JS2YB413595	porchased used, orig Purch in 193/1
Make: SuzuKi	Model: SX4 X-ov(FYear: 2	2009 Current Mileage: 20,576
	MO	
If YES, lessor's name and address:		
II TEG, leader 5 marie and address		
Selling Dealer and Address:	tegrity Auto Sales	
Servicing Dealer(s) Mastr	o Imports, 411	
	/	Sanford, Fl 32773

ארוווסרד בערטברניונטן (אוומטו ובקוטוב טוטווב טו ובקומו טוטבו מוחום מטווון מחלונום וכי Support you מפוווי)

Problem	List dealer or dealers which have repaired or attempted to repair (list city and state)	List the date, mileage, and repair order number for each repair	Does the problem currently exist?
Example: Check Engine Light On	Autoworld Anytown, USA	04/25/07 3,500 miles RO #586004	☐ YES ⊠NO
Airbag light man	Mastro Imparts Sanfard, F(6/1/12, 20,576 SMCS40270	XYES DNO
	`		☐ YES ☐ NO
			□ YES □ NO
			□ YES □ NO
			□ YES □ NO
Has the Vehicle been involved in Specify damaged area:	Has the Vehicle been involved in an accident? TYES AND If YES, give dates of accident: Specify damaged area:	YES, give dates of accident:	
RESOLUTION SOUGHT:	RESOLUTION SOUGHT: PREFER XORAL HEARING DOCUMENT ONLY HEARING	RETURN ALL COPIES OF THIS FORM TO:	S OF THIS FORM TO:
	C1-81-7		9



MASTRO IMPORTS

4113 S. Orlando Dr. • SANFORD, FL 32773 TEL: (321) 206-1792

SUBARU ® USUZI \$ SUZUKI

STATE OF FLORIDA REGISTRATION NO. - MV-67422

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GE 1 OF 2	CUSTOMER COPY	(CON	TINUED ON NEXT PAGE		authorizes any other per any liability in connection products.	rson to assume for



MASTRO IMPORTS

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STATE OF FLORIDA REGISTRATION NO. - MV-67422

SUBARU ® USUZI SUZUKI

CUSTOMER NO CELL: 7076 JAY 06/01/12 1921 SMCS40270 LABOR RATE STOCK NO 20,576 RED/ YEAR/MAKE/MODEL 09/SUZUKI/SX4/4DR HB AT DELIVERY DATE DELIVERY MILES OVIEDO, FL J S 2 Y B 4 1 3 5 9 SELLING DEALER NO. PRODUCTION DATE FTFNO 05/31/12 COMMENTS MO: 2057 JOB# 4 JOURNAL PREFIX SMCS JOB# 4 TOTAL JOB# 5 CHARGES----0.00 LABOR -----J# 5 26SMZ MISCELLANEOUS CUSTOMER REQUEST TO PERFORM COMPLIMENTARY 26 POINT VEHICLE TECH(S):263 0.00 INSPECTION. INSPECTION COMPLETE JOB# 5 TOTALS-----JOB# 5 JOURNAL PREFIX SMCS JOB# 5 TOTAL 0.00 MISC-----CODE------DESCRIPTION------CONTROL NO------SS WASTE DISPOSAL / SHOP SUPPLIES 2.00 2.00 DELETED OPERATION(S) RECALL RECOMMENDATIONS ----A/C CABIN FILTER \$69.95 BALANCE AND ROTATE \$39.95 ENGINE AIR FILTER \$33.30 ALIGNMENT \$94.94 SEAT BOTTOM \$1,168.92 TOTAL LABOR.... 236.95 TOTAL PARTS.... [] CASH [] CHECK CK NO. [297.02 1 0.00 TOTAL G.O.G.... [] VISA [] MASTERCARD [] DISCOVER All parts are new unless TOTAL MISC CHG. 2.00 TOTAL MISC DISC TOTAL TAX.... [] AMER XPRESS [] OTHER [] CHARGE otherwise indicated 32.16 **TOTAL INVOICES** 599.13

We guarantee our service work for 12 months or 12,000 miles, whichever comes first, excluding all used parts. If our repair or replacement fails in normal service within that period, we'll fix it free of charge.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturers of those products. This dealership hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and this dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

safercar.gov

Service Bulletins - Search Results

2 Record(s) Displayed.

Report Date: June 18, 2012 at 10:54 AM

Search Type: VEHICLE Year: 2009

Make: SUZUKI Model: SX4

Make: SUZUKI Model: SX4

Manufacturer: AMERICAN SUZUKI MOTOR CORP.

Service Bulletin Number: TSB-TS-02-05222 Date of Bulletin: JUN 12, 2012

NHTSA Item Number: 10044321

Component : AIR BAGS:FRONTAL:SENSOR/CONTROL MODULE

SUZUKI: DUE TO REPEATED FLEXING, THE FRONT PASSENGER SENSING SYSTEM CIRCUIT LOCATED

WITHIN SEAT BOTTOM CUSHION ASSEMBLY, HAVE AN ELECTRIC DISCONNECTION. *PE

Make: SUZUKI

Model: SX4

Year: 2009

Year: 2009

Manufacturer: AMERICAN SUZUKI MOTOR CORP.

Service Bulletin Number: ABE-ZA-120418

Date of Bulletin: APR 18, 2012

NHTSA Item Number: 10044041

Component: AIR BAGS:FRONTAL:SENSOR/CONTROL MODULE

Summary:

SUZUKI: WARRANTY EXTENSION FOR 'AIR BAG' WARNING LIGHT ILLUMINATION. *JS

1200 New Jersey Avenue, SE, West Building Washington DC 20590 USA 1.888.327.4236 TTY 1.800.424.9153





Technical Bulletin

Division: Automotive Category: Technical

Section Title: Restraints TSB No. TS 01 11029

SUBJECT:

COUNTER-MEASURE PROCEDURE FOR DTC B1318

MODEL(S):

SX-4 (RW420)

YEAR:

2009

VIN BREAKS:

CONDITION:

~JS2YA413396 ~JS2YA411596 ~JS2YB413496 ~JS2YB417096

~JS2YB413496 ~JS2YB417096 ~JS2YC415896 ~JS2YC412696 May 27, 2009

May 27, 2009 May 26, 2009 May 27, 2009 May 26, 2009 May 27, 2009

The Airbag warning light illuminates, and DTC B1318 is stored. This typically

can result from a change in load on the passenger seat, such as a passenger shifting their weight on and off the seat, or an object (bag, briefcase, pet,

etc.) bouncing on the seat while the vehicle is traveling.

CAUSE:

Programming error in the occupant classification module (OCM).

CORRECTION:

Reflash the program of the occupant classification module (OCM).

PART(S) INFORMATION:

Part Number	Description	Qty.	Notes
N/A	N/A	N/A	Do Not replace the Seat Cushion or OCM

WARRANTY INFORMATION

Labor Operation	Description	Failed Part Number	Complaint Code	Defect Code	Labor
QD9999	Cushion Assy, FR RH	85101-80JA0-REP	36	48	.6

Technical Service Department Dealership Circulation – Initial and file:

Service Manager	Parts Manager	Service Advisor	Technicia	ns

Suzuki bulletins are intended for use by professional technicians, NOT a "do-it-yourselfer." They are written to inform these technicians of conditions that may occur on some vehicles, or to provide information that could assist in the proper service of a vehicle. Properly trained technicians have the equipment, tools, safety instructions, and know-how to do a job properly and safety. If a condition is described, DO NOT assume that the bulletin applies to your vehicle, or that your vehicle will have that condition. See your authorized Suzuki dealer for information on whether your vehicle may benefit from the information. Suzuki reserves the right to change technical specifications at any time without prior notice.

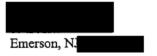


22500 Metropolitan Parkway • Suite 200

Clinton Township, MI 48035 (800) 936-4303

> (586) 741-0870 Fax: (586) 790-4774

December 15, 2008



RE:

CASE # C04-1208-006

Dea

Your request for arbitration has been received. The claim appears to meet the Suzuki Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above. This process is regulated by the Federal Trade Commission (FTC) under the Magnuson-Moss Warranty Act, which provides for the expedient resolution of Customer complaints. Therefore, under federal law, the National Center for Dispute Settlement, (NCDS) is required to close your case within forty (40) days of the date of this letter.

You have the option of having an oral hearing or a "document only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Suzuki will still be entitled to make their presentation in your absence. If you do not want to make an oral presentation, your dispute will be decided solely on the basis of the documents submitted by all parties. You do not need to be present at a "document only" decision process. If we have not already called you, you will receive a call, shortly to determine which process you have selected.

You may also be contacted by a NCDS Phone Mediator or Suzuki Personnel prior to the hearing date in an effort to help reach a voluntary agreement to resolve the dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the Settlement Agreement. The case will then be closed.

If you do not agree to any settlement offer, the dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Suzuki will comply with the decision within the time stipulated. If you reject the decision, the case will be closed and you may pursue any other legal remedies available to you within your state.

If you have not done so already, please provide us with copies of all relevant service tickets, as well as a copy of your title, current registration and Bill of Sale or Lease Contract. Your participation in the Dispute Settlement Program does not relieve a vehicle owner of any obligation to a lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free at (888) 300-6237.

Sincerely,

NCDS

Allisia Powell x.118
Case Administrator

cc: Southern Region



12/15/2008

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

> CASE # C04-1208-006 RE:

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker prior to the hearing date. As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

	Suzuki Customer Claim	–	:		
USTOMER NAME AND ADDRESS					
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ehicle identification Number (VIII	•		Depur	75)	
Acke: SUZUKI	Model: SX4 AW Dredt. 2085	Current Mileag		(2_	
this a leased vehicle: YES .	10 X				
YES, lessor's name and address:					
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Mt, Clemens, Mi 48046 (388) 571-1837



December 17, 2008

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

> (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774



RE: CASE # C04-1208-006

Dear

Please find enclosed the Manufacturer's Response Form from Suzuki, a copy of which will also be forwarded to the Arbitrator(s). This form represents Suzuki's position with regard to the above referenced case. It neither constitutes a final decision nor does it necessarily reflect specific findings of fact. Any questions or comments you may have regarding this form should be documented **IN WRITING** and mailed to NCDS, no later than seven (7) days prior to any scheduled hearing date in order to allow for response.

NCDS is responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free, at 888-300-NCDS (6237).

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

Enclosure: as noted

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER RESPONSE FORM

Customer Name ASMC Case #:			4-1208-006 -15-08
VIN: JS2YB413X85	Year: 2008	Model: SX	[-4
MANUFA	CTURER INFORM	MATION:	
Region: C04 Service Dealer Nar Can the hearing be held at the servicing	ne: RALLYE SUZ g dealership?	ZUKI Deal Yes No	er #: 431567
MANUFA	CTURER'S STAT	EMENT:	
Are the customer's concerns covered u If no, explain:	nder the ASMC war	ranty? X Yes	☐ No
Is the customer's vehicle currently repa	aired?	☐ Yes	⊠ No
Does the concern still exist? Explain: Parts are on order		Yes	□ No
Is the use, value, or safety of this vehic Explain:	ele substantially impa	aired? Yes	⊠ No
Please provide your position regarding Explain: Vehicle will be repaired un		n?	
Region / Primary District will participal Manufacturer's Response Due Date:	ate by:	In Person Person: Bob Spe	In Writing
NCDS Fax #: (586) 790-4774	Regional Fax #: Regional Phone #:	570-709-1087	

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER RESPONSE FORM

Customer Name: ASMC Case #:	NCDS C	ase #: C04-1208-006 Date: 12-15-08
VIN: JS2YB413X85		Indel: 12-13-08 Indel: SX-4
MAN	UFACTURER INFORMATIO	ON:
Region: C04 Service Deales Can the hearing be held at the serv	r Name: RALLYE SUZUKI vicing dealership? Yes	Dealer #: 431567 ☐ No
1		
MAN	UFACTURER'S STATEMEN	<u>(1:</u>
Are the customer's concerns cove If no, explain:	red under the ASMC warranty?	⊠ Yes □ No
Is the customer's vehicle currently	repaired?	☐ Yes ☐ No
Does the concern still exist?		⊠ Yes □ No
Explain: Parts are on order		
Is the use, value, or safety of this Explain:	vehicle substantially impaired?	☐ Yes ⊠ No
Please provide your position regar		
Explain: Vehicle will be repaire	ed under warranty	
Region / Primary District will part Manufacturer's		In Person In Writing
Response Due Date:	Regional Contact Person:	Bob Speer
Secretary was ware.	Regional Fax #:	
NCDS Fax #: (586) 790-477	4 Regional Phone # 570-	709-1087

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER RESPONSE FORM

NOTE: DO NOT FORWARD THIS PAGE TO THE CUSTOMER OR ARBITRATOR.

Region / Primary District willing to mediate a settlement?	Customer Name: VIN: JS2YB413X85	Year: 2008	Start Date: 12-15-08 Model: SX-4
Region / Primary District willing to mediate a settlement?		SETTLEMENT EFFOR	RTS:
Region / Primary District willing to mediate a settlement? Yes No List any settlement offers you would like communicated to the customer:	Please list any previous settlemen	nt offers made to the custo	mer:
	List any settlement offers you wo		



HEARING CONFIRMATION

Customer



Manufacturer

American Suzuki Motor Corporation Southern Region P.O. Box 1100 Brea, CA 92822

Arbitrator(s)

David Doynow

Case #: C04-1208-006 Vin #: JS2YB413X85

Dear Parties:

This is to confirm the following hearing arrangements:

Hearing Date:

01/19/2009

Hearing Time:

11:00 AM

Hearing Location:

Rallye Suzuki

Address:

541 Route 17m

Monroe, NY 10950

Hearing Phone:

Thank you for your consideration in scheduling and keeping this appointment. Please be prepared to proceed with any of your witnesses or other evidence including bringing your vehicle to the hearing for inspection. Please contact NCDS immediately in the event that circumstances necessitate a change of hearing date or time.

For the Arbitrator(s)

Date





HEARING CONFIRMATION

Customer Emerson, NJ

Manufacturer

American Suzuki Motor Corporation Southern Region P.O. Box 1100 Brea, CA 92822

Arbitrator(s)

David Doynow

Case #: C04-1208-006 Vin #: JS2YB413X85

Dear Parties:

This is to confirm the following hearing arrangements:

Hearing Date:

01/22/2009

Hearing Time:

11:00 AM

Hearing Location:

Rallye Suzuki

Address:

541 Route 17m

Monroe, NY 10950

Hearing Phone:

Thank you for your consideration in scheduling and keeping this appointment. Please be prepared to proceed with any of your witnesses or other evidence including bringing your vehicle to the hearing for inspection. Please contact NCDS immediately in the event that circumstances necessitate a change of hearing date or time.

For the Arbitrator(s)

| 1/20/09 | Date



December 23, 2008

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

Emerson, NJ

CASE # C04-1208-006 RE:

Dear

This will confirm that you have selected the Expedited Dispute Settlement (EDS) process to be administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have appointed Arbitrator, David Doynow, to hear and decide your claim. Once we have obtained available dates from Arbitrator Doynow, we will call to schedule your hearing. The Arbitrator may decide to have your vehicle inspected by an Independent ASE Technical Inspector, who will contact you separately to arrange for the inspection.

While the EDS process is not a "Lemon Law" proceeding, the Arbitrator will consider the State "Lemon Law" in reviewing and deciding your claims. You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, purchase or lease contracts and the like.

You may be contacted by a NCDS Phone Mediator prior to the hearing date in an attempt to help you and Suzuki reach voluntary agreements to resolve your dispute. Your cooperation in this mediation process is strictly voluntary, but it may prove to be beneficial in resolving or narrowing your dispute and will not, in any event, preclude you from exercising your rights under the arbitration process. While you conduct mediation, the arbitration process will continue in accordance with Federal Law.

NCDS will be responsible for monitoring the progress of this case and is available to answer any questions you may have about the arbitration process. You may call NCDS at 888-300-NCDS (6237).

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

cc: Southern Region David Doynow

CASE ASSIGNMENT TRANSMITTAL TO ARBITRATOR

Arbitrator(s): David Doynow

Thank you for accepting assignment of this case. Enclosed you will find the arbitration packet which you will need in order to schedule and complete the case. The parties have been notified that you will be providing hearing dates to NCDS for scheduling the hearing. DO NOT CONTACT THE DEALER OR THE MANUFACTURER'S REPRESENTATIVE.

Because the Manufacturer's Representative may be involved with more than one Customer at any given time, we recommend that you submit several dates from which the parties may select their availability.

Case #: C04-1208-006

Customer:

Emerson, NJ

Dealer:

Rallye Suzuki 541 Route 17m Monroe, NY 10950

Manufacturer:

American Suzuki Motor Corporation

P.O. Box 1100 Brea, CA 92822

Edwina Parlette Shirin Nazari (714) 996-7040 x 2441 714-996-7040 x 2071

Please provide your available dates in enough time that two (2) weeks notice can be given to all parties in scheduling the hearing. As a reminder, it is imperative that the hearing date not go beyond forty (40) days from the date that NCDS received the Request for Arbitration, shown below:

NCDS RECEIVED CUSTOMER REQUEST FOR ARBITRATION: December 15, 2008

The completed Mediation form or Decision worksheet should be returned to NCDS as soon as possible, but NO later than five (5) days following the hearing (This time period may vary as long as you stay within the forty (40) day requirement overall).

Comments: The 40th day on this case is January 24, 2009.

Case Administrator: Allisia Powell x.118

Date Forwarded to Arbitrator:

December 23, 2008



January 23, 2009

22500 Metropolitan Parkway • Suite 200

Clinton Township, MI 48035

(800) 936-4303

(586) 741-0870 Fax: (586) 790-4774

Emerson, NJ

American Suzuki Motor Corporation Southern Region P.O. Box 1100 Brea, CA 92822

RE:

CASE # C04-1208-006

Dear Parties:

By direction of the Arbitrator(s), we are enclosing the Decision in the above referenced case.

Enclosed for the vehicle owner is an "Acceptance of Decision" form. The vehicle owner has thirty (30) days from the date of this letter in which NCDS must receive the "Acceptance of Decision" form. The form should be mailed to:

National Center for Dispute Settlement 22500 Metropolitan Parkway Suite 200 Clinton Township, MI 48035

Thank you for your cooperation in resolving this matter through the Expedited Dispute Settlement mechanism. Should you have any questions regarding the Acceptance of Decision, please contact NCDS. Failure to return this form within thirty (30) days from the date of this letter will be considered a rejection of the Arbitrator's Decision and therefore, NCDS will close your case.

Finally, you may obtain, at a reasonable cost, copies of all the case records related to this dispute.

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

Enclosures: as noted cc: David Doynow



)

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

DATE: January 23, 2009

CUSTOMER: MICHOLO D. D.

CASE #: C04-1208-006

I understand that I am not bound to the Decision of the Arbitrator(s) in my case unless I accept it. If I reject the decision, or am dissatisfied with Suzuki's eventual performance, I may pursue other legal remedies, including the use of small claims court. Whether or not I accept the Decision, however, the Decision is admissible in any subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Decision, Suzuki will be legally bound by the Decision.

You must mark one of the boxes below, otherwise, NCDS will consider that no response has been made to the Decision and your case will be closed accordingly.

I ACCEPT THE DECISION	(
I DO NOT ACCEPT THE DECISION	(
SIGNED:	
DATE:	

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the Arbitration between

("Customer(s)")

and

American Suzuki Motor Corporation ("Suzuki") DECISION
Case # c04-1208-006

I, David Doynow, was appointed pursuant to NCDS rules as Arbitrator to hear and determine disputes, which had arisen between the Customer(s), and and Suzuki regarding a 2008 SX4.

By a notice given on January 7, 2009, the parties were advised that a hearing would be conducted at Rallye Suzuki on January 22, 2009 at 11:00 AM.

Present on that date were:



Customer District Service Manager Service Manager

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on December 15, 2008, and may be summarized as follows:

The Customer stated that the air bag light is defective (it is always on), and the tire light keeps coming on (the spare tire is the problem). On the Customer Claim Form, the Customer requested a repurchase of the vehicle.

SUMMARY OF PRESENTATION:

The parties presented and I reviewed and considered the following evidence: Customer Claim Form dated December 12, 2008; Manufacturer Response Form; and Repair Order numbered 163312 dated October 27, 2008.

The position of the Customer was that the airbag light goes on frequently. The Customer stated that this was reported at the time of the 7,000 mile service check. The Customer stated that she was told that change of parts would be delayed pending receipt of ordered replacements. This work is currently pending.

The Customer requested a repurchase of the vehicle.

The position of the Manufacturer Representative was that the vehicle is operating as designed. The condition as described by the Customer, could not be duplicated. However, for safety considerations, it was determined that certain replacement parts were ordered. They are awaiting installation at the Customer's convenience.

At the request of the Arbitrator, the District Manager explained the airbag system and inspection was performed. The mileage was verified at 9,571 miles.

DECISION:

After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer's new vehicle warranty, and the applicable warranty law including the applicable State Statute commonly referred to as the "Lemon Law," and after due deliberation, I find and Award as follows:

The Customer's request for a repurchase of the vehicle is hereby DENIED.

I have reached this conclusion because the Customer did not provide compelling nor sufficient evidence in support of the claim that a manufacturer defect exists. Furthermore, I do not find that there have been an unreasonable number of repair attempts for the claimed nonconformity.

This constitutes my complete DECISION as to all the complaint(s) submitted to me for determination.

DATE

. 2

David Doynow



22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

(586) 741-0870 Fax: (586) 790-4774

March 26, 2009

Emerson, NJ

RE: CASE # C04-1208-006

Dear

This will acknowledge receipt of your Acceptance of the Arbitrator's Decision, even though the Arbitrator denied your claim.

By a copy of this letter, we will forward a copy of your acceptance to Suzuki. This letter confirms that you retain the right to pursue any other legal remedies, which are otherwise available to you within your state.

The National Center for Dispute Settlement (NCDS) will take no further action in this matter and considers the case closed.

Thank you for your participation in the expedited dispute settlement process.

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

cc: Southern Region



MECENTED MAR 2 6 2009 N.C.D.S.

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

DATE: January 23, 2009

CUSTOMER

CASE #: C04-1208-006

I understand that I am not bound to the Decision of the Arbitrator(s) in my case unless I accept it. If I reject the decision, or am dissatisfied with Suzuki's eventual performance, I may pursue other legal remedies, including the use of small claims court. Whether or not I accept the Decision, however, the Decision is admissible in any subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Decision, Suzuki will be legally bound by the Decision.

You must mark one of the boxes below, otherwise, NCDS will consider that no response has been made to the Decision and your case will be closed accordingly.

I ACCEPT THE DECISION

I DO NOT ACCEPT THE DECISION

SIGN

DATE:



August 21, 2007

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

Talladeja, AL

RE:

CASE # 3907009

Dea

Your request for arbitration has been received. The claim appears to meet the Suzuki Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above. This process is regulated by the Federal Trade Commission (FTC) under the Magnuson-Moss Warranty Act, which provides for the expedient resolution of Customer complaints. Therefore, under federal law, the National Center for Dispute Settlement, (NCDS) is required to close your case within forty (40) days of the date of this letter.

You have the option of having an oral hearing or a "document only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Suzuki will still be entitled to make their presentation in your absence. If you do not want to make an oral presentation, your dispute will be decided solely on the basis of the documents submitted by all parties. You do not need to be present at a "document only" decision process. If we have not already called you, you will receive a call, shortly to determine which process you have selected.

You may also be contacted by a NCDS Phone Mediator prior to the hearing date in an effort to help you and Suzuki reach voluntary agreements to resolve the dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the Settlement Agreement. The case will then be closed.

If you do not agree to any settlement offer, the dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Suzuki will comply with the decision within the time stipulated. If you reject the decision, the case will be closed and you may pursue any other legal remedies available to you within your state.

If you have not done so already, please provide us with copies of all relevant service tickets, as well as a copy of your title, current registration and Bill of Sale or Lease Contract. Your participation in the Dispute Settlement Program does not relieve a vehicle owner of any obligation to a lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free at (888) 300-6237.

Sincerely.

NCDS

Charlotte Evans x.124 Case Administrator

cc: American Suzuki Motor Corporation



08/21/2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

(586) 741-0870 Fax: (586) 790-4774

American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

RE: CASE # 3907009

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker prior to the hearing date. As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

NCDS

Charlotte Evans x.124
Case Administrator

cd

Fax Station :

AS NCDS

Aug 20 07 06:01p Hug 20 2007 4:42PM

CHS NCDS

5867904774

р. 1 р. .

	Suzuki Customer Clo	im Form CASE NO	JMBER:
USTOMER NAME AND ADDRES	5	570	7009
Ar No.			
irat Non			
By Talladera	State AC		
cry Phor	Evening Ph	Zip Code	
EMICLE INFORMATION	.svoima (1)	Fax.{	
ame(s) on the vehicle title		Date:	
shicle Identification Number (VI			
this a leased vehicle: YES	Model: 54.4. Year: 200	7 Surrent Mileage: 2,70	0
YES, lessor's name and address:	NO 1.3		
lling Dealer and Address:	/		<u> </u>
rvicing Declet(s)	4 24L,		
	10(1) N C.M.		
HICLE PROBLEM(S) (Affoch legi	ble copies of repola orders or other doc	cuments to support your claim)	<u> </u>
blen	List dealer or dealers which have repaired or altempted to repair (list city and state)	List the date, mileage, and repair order number for each repair	Does the problem currently exist?
ampie: nack Engine Light On	Autoworld Anytown, USA	04/25/07 3,500 miles	LYES MO
it Bag eight sta	Annished Suzuli,	6-25-07 8-07	JØYES □NO
11 Day Coly	14 11 13 13 HC 36/60	19.07	□YES □NO
			LYES INO
			LIFE CAO
			□YES □NO
			□YES □NO
			·
t the Vehicle been involved in o	en specialent? []YES []NO	•	
ES, give dates of accident: ecity damaged area;		· · · · · · · · · · · · · · · · · · ·	
Omnon zoneni:	·		
REFER ORAL HEARING	DOCUMENT ONLY HEARING		PIES OF THIS FORM TO: r for Dispute Settlement
7		P.O. Box 609	
1	8-20-8	Mt. Clemens, A (888) 571-1837	
SIGNATURE(S)	DATE	/	
oto: I ASK Be on	d Relexandeds.		
10° 4 10° 4 10° 10° 10° 10° 10° 10° 10° 10° 10° 10°	= 112 hallon 0011 /		



August 24, 2007

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

(586) 741-0870 Fax: (586) 790-4774

Talladeja, AL

RE: CASE # 3907009

Dear

Please find enclosed the Manufacturer's Response Form from Suzuki, a copy of which will also be forwarded to the Arbitrator(s). This form represents Suzuki's position with regard to the above referenced case. It neither constitutes a final decision nor does it necessarily reflect specific findings of fact. Any questions or comments you may have regarding this form should be documented **IN WRITING** and mailed to NCDS, no later than seven (7) days prior to any scheduled hearing date in order to allow for response.

NCDS is responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free, at 888-300-NCDS (6237).

Sincerely,

NCDS

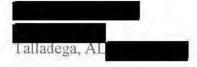
Charlotte Evan's x.124 Case Administrator

Enclosure: as noted

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER'S RESPONSE FORM

Customer Name VINJS2YB417575	Case # 3907009 Start Date8/21/2007						
Region Southern Servicing Dealer:Suzuki of And Can the hearing be held at the servicing dealership? ⊠Yes R/PD willing to mediate a settlement:	niston □No ⊠Yes □No						
Settlement Efforts List any previous settlement offers made to the customer:No	one						
List any settlement offers you would like communicated to t	the customer:						
Manufacturer's Statement Are the customer's concerns covered under Suzuki's Warranty? If no, please explain: Yes							
Is the customer's vehicle currently unrepaired? Yes No Does the concern exist? Yes No Explain: Based on the customer explanation of the NCDS form. Unverified by ASMC, as no previous involvement. DIr replaced the RS seat module on first visit.							
Is the use, value or safety of this vehicle substantially impaired? ☐ Yes ☐ No Explain: safety would be compromised if system is inoperative.							
Is the number of repair attempts or number of days down accurate? Yes No Explain: NCDS form supplied is barely legible, with repair dates unclear, dir verification of RO's faxed to region indicate 2 repair attempts, with the third, the car came in with the sensor completely unplugged under seat. Dir indicated that customer stopped by dir the evening of 8/22, GM of store started car with customer and RS airbag light came off and on. Tech line case 1-117989923 also describes issue. Please provide your position in regard to the customer's claim(s):							
ASMC requests complete inspection of vehicle due to safety. Request mediation hearing to be during the week of October 1, 2007							
R/PD will participate	∐In Writing :						
Fax: (586)790-4774 Phone:	Fax:						

August 8, 2007



RE: Service Request #1-121088463

Dear Mr.

Thank you for your inquiry. Please accept our sincerest apology for the difficulties you encountered with your 2007 SX4.

Our intention and hope is that we are able to provide a satisfactory resolution to your concerns. From your recent inquiry, it appears you experienced a problem that has not been resolved to your satisfaction, either through your authorized Suzuki dealer or through our Customer Relations team.

Your satisfaction is important to us. Therefore, we are enclosing a brochure about the Suzuki Dispute Resolution Program, which is additional assistance that may be available to you through the National Center for Dispute Settlement (NCDS), an independent organization that provides dispute-resolution services to resolve your complaint.

If we can be of further assistance, please feel free to contact our Customer Relations Department between the hours of 6:30 a.m. – 5:00 p.m., P.S.T. Our toll-free telephone number is (800) 934-0934, or feel free to visit our website at www.suzuki.com.

Thank you for allowing us the opportunity to serve you.

Sincerely,

Heather Ahlstrand

Customer Relations Representative

Enclosure: Suzuki Dispute Resolution Program Brochure

August 14, 2007

Talladega, AL

RE: Service Request #1-121088463

Dear Mr.

Thank you for your recent inquiry to American Suzuki Motor Corporation.

Enclosed please find our check in the amount of \$100.00. This check represents our one-time-only goodwill reimbursement for your recent inconvenience.

Please accept our sincere apology for any inconvenience you may have experienced.

If we can be of further assistance, please feel free to contact our Customer Relations Department between the hours of 6:30 a.m. – 5:00 p.m., P.S.T. Our toll-free telephone number is (800) 934-0934, or feel free to visit our website at www.suzuki.com.

Thank you for allowing us the opportunity to serve you.

Sincerely,

Heather Ahlstrand

Customer Relations Representative

Enclosure: Check #00664174



AMERICAN SUZUKI MOTOR CORPORATION 3251 E. IMPERIAL HIGHWAY, P.O. BOX 1100 BREA, CA 92822-1100 (714) 996-7040

VENDOR NO: 190193

CHECK NO: 664174

VENDOR NAME:

H

DATE	INVOICE NO.	DESCRIPTION	PURCHASE ORDER	INVOICE AMOUNT	DEDUCTION	NET AMOUNT
8/7/2007	GOODWILL REIMB.			100.00	.00	100.00
			TOTALS	100.00	.00	100.00

Stub 1 of 1

	E OF THIS DOCUMENT HAS A MULTIC	UBOC DISBURSEMENT SERVICES BOSTON, MA 02108	SUMENT CONTAINS A WATER 53-292 113	NO.
AMERICAN SUZUKI MOTOR CORPORATION 3251 E. IMPERIAL HIGHWAY - P.O. BOX 1100 BREA, CA 92822-1100 - (714) 996-7040			CHECK DATE 8/14/2007	CHECK AMOUNT \$******100.00
TO THE ORDER OF	HUNDRED AND 00/100*******		VOID AFTE	R 6 MONTHS



PAYABLE TO:	SUPPLIER#					
TALLADEGA AL	3			DATE		8-07-07
SEPARATE CHECK REQUIRED	YES			DATE REQUIRED		8-14-07 (K NO
INVOICE/CHECK DESCRIPTION	ON CO	PD	DEPT	ACCOUNT		AMOUNT
GOODWILL REIMBURSEMEN	NT 1	6	39	86530	\$	100.00
DE ASON.				Total:	\$	100.00
REASON: Goodwill reimbursement due to SR #1-121088463 VIN JS2YB417575	inconvenier	ice of	multiple trips to de	ealer for airbag light cond	ern	
MAIL WILL CALL WAITING Deliver To: H. KABAGE	PREPARED H. AHLSTRA		DEPT. MGT.	CONTROLLER	T	REASURER



22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

(586) 741-0870 Fax: (586) 790-4774

August 28, 2007

Talladeja, AL

American Suzuki Motor Corporation American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

RE:

CASE # 3907009

Dear Parties:

Enclosed is the signed Mediation Settlement Agreement in the above referenced case.

Thank you for your participation in the dispute settlement process. NCDS appreciates the opportunity to have been of service in this matter and will close the case at this time.

Sincerely,

NCDS

Charlotte Evans x.124 Case Administrator

National Center For Dispute Settlement Settlement Agreement Form

In the matter of:



American Suzuki Motor Corporation (Suzuki)

CASE#: 3907009

VIN#: JSZYB417575

The complaint(s) were set forth on a "Customer Claim Form" received by NCDS are summarized as follows:

Customer states air bag light is on in his vehicle.

The parties named above have agreed to the following settlement as the basis for a resolution of the issue(s) brought forth in this arbitration claim.

American Suzuki Motor Corporation, in the interest of Customer Satisfaction, shall repurchase the Customer's vehicle under the following terms:

Refund the amount you paid for your vehicle at the time of purchase as shown on your bill of sale/purchase contract.

Refund the sales tax you paid unless the state will refund the tax to you.

Refund the license, title, and documentation fees paid at the time of purchase.

Refund any finance charges that you have paid on the loan for this vehicle after your first documented report of the vehicle's non-conformity identified as the cause of repurchase.

Refund the nonrefundable portions of the Suzuki extended service contract if one was purchased.

Refund the cost of Suzuki accessories you paid extra to have installed on your vehicle.

(you will be required to provide receipts to establish the value of the accessories)

Deduct any cash rebates you received as an incentive to purchase the vehicle.

The Customer shall be responsible for the following:

Require that you provide a copy of your original purchase contract.

Require that you provide authorization to your lies holder, when needed, to provide the Manufacturer with lies payoff information.

Require that you transfer a clear title (lien free) for your vehicle to the Manufacturer at the time you receive want refund.

Require that the vehicle is damage free at the time you receive your refund.

Require that all original equipment and any accessory for which you are receiving a refund is on the value of the time you receive your refund.

Require you to sign a statement to attest to the fact that the vehicle was/was not previously demand and repaired.

[C] I agree with the above sattlement and hereby request my case be closed by NCDS. However, I understand that I may file new claim with NCDS if the issue(s) return or American Suzuki Motor Corporation fails to comply with this agreement.

Upon receipt of this Settlement Agreement, American Suzuki Motor Corporation, shall have thirty (30) days to comply with this Settlement Agreement.

Customer Date:

Strukt Mufell 8-28-2007

Manufacturer Date:



May 12, 2009

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

Marion, NC

RE:

CASE # B06-0509-003

Dear

Your request for arbitration has been received. The claim appears to meet the Suzuki Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above. This process is regulated by the Federal Trade Commission (FTC) under the Magnuson-Moss Warranty Act, which provides for the expedient resolution of Customer complaints. Therefore, under federal law, the National Center for Dispute Settlement, (NCDS) is required to close your case within forty (40) days of the date of this letter.

You have the option of having an oral hearing or a "document only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Suzuki will still be entitled to make their presentation in your absence. If you do not want to make an oral presentation, your dispute will be decided solely on the basis of the documents submitted by all parties. You do not need to be present at a "document only" decision process. If we have not already called you, you will receive a call, shortly to determine which process you have selected.

You may also be contacted by a NCDS Phone Mediator or Suzuki Personnel prior to the hearing date in an effort to help reach a voluntary agreement to resolve the dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the Settlement Agreement. The case will then be closed.

If you do not agree to any settlement offer, the dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Suzuki will comply with the decision within the time stipulated. If you reject the decision, the case will be closed and you may pursue any other legal remedies available to you within your state.

If you have not done so already, please provide us with copies of all relevant service tickets, as well as a copy of your title, current registration and Bill of Sale or Lease Contract. Your participation in the Dispute Settlement Program does not relieve a vehicle owner of any obligation to a lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free at (888) 300-6237.

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

cc: Central Region



05/12/2009

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

RE: CASE # B06-0509-003

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker prior to the hearing date. As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

cc

Page 1

Suzuki Customer Claim Form

5				
FOR I	NCDS I	JSE		
CASE	NUME	BER:		

□ Mr. 🔀 Mrs. □ Ms. First N	Artistat estis subsequence all a estis (Artis)		
Sireef - 1			
City Marina	State NC	Zip Code	
Day F	Evening Pho		
Email Addre	em	ed contact location Anu	
VEHICLE INFORMATION			
Name(s) on the vehicle title:		ery Date: 4 24 08	(Purchase do
/enicle Identification Number (VIN	0:33840416089		
Make: SUZUK',	Model: $SX\dot{A}$ Year: $\partial \omega$	8 Current Mileage: $35,1$	ρ91
s this a leased vehicle: YES 🔲 N f YES, lessor's name and address:	o ⊠		
			일한 12 1명도는 15 전 12 전 12 전 12 전 1 - 12 16 17 전 12 전
elling Dealer and Address: Th	Suzuki Store 3	035 Agr. No. 10 :	
iervicing Dealer(s) Dy	Stige Subjected Sci	2011 585 TU	nel Roca
/EHICLE PROBLEM(S) (Attach legil	ole copies of repair orders or other do	cuments to support your claim)	
roblem	List dealer or dealers which have repaired or attempted to repair (list city and state)	List the date, mileage, and repair order number for each repair	Does the problem currently exist?
xample; Check Engine Light On	Autoworld Anytown, USA	04/25/07 3,500 miles RO# 586004	□YES ⊠NO
lassenger Side Oirbes oill not turn on	Prestige Subaru Ashevitle, UC	911108	□YES ⊠ NO
ON leek	Prestige Suboru Asheville, NC	9 139 108	□YES ÞNO
Air bog lights	Prestige Swoaru Asneville, UC	10/7 108	XYES □NO
Rough Idleing	Prestize Subaru Asheville. NC	1721109 20,057 80#116815	□YES XÑO
xiver our beglight mming on - plass eather Shabing not	Prestice Subaru	1/21/09	Ž(YES □NO
as the Vehicle been involved in a YES, give dates of accident:	이 그리면 되었다는 아들 아들은 아들로 가고 있다.	PO# (IVS)	
PREFER ORAL HEARING	DOCUMENT ONLY HEARING		PIES OF THIS FORM TO: r for Dispute Settlement
500 (1)	300	P.O. Box 609	The state of the s

Suzuki Customer Claim Form

Same of the same o		
FOR NCDS USE		
CASE NUMBER:		
18		

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First Name	MI Lost	Name	
Street Address			
≆ity	State	Zip Code	
Day Phone ()	Evening Phone (Fax ()	
/EHICLE INFORMATION		0	
lame(s) on the vehicle title:	Delive	ery Dale; / /	
ehicle Identification Number (VI	N):		
Make:	Model: Year.	Current Mileage:	
s this a leased vehicle: YES 🔲 .	NO 🗔	Content while oge;	
f YES, lessor's name and address:			
elling Dealer and Address:			
Servicing Dealer(s)			
Problem	ible copies of repair orders or other doc List dealer or dealers which have	List the date, mileage, and	
			Doge the problem
	repaired or attempted to repair (list	repair order number for each	Does the problem currently exist?
xample:	repaired or aftempted to repair (list city and state) Autoworld	repair order number for each repair 04/25/07	
xample:	repaired or attempted to repair (list city and state)	repair order number for each repair 04/25/07 3,500 miles	currently exist?
xample: :heck Engine Light On	repaired or aftempted to repair (list city and state) Autoworld Anytown, USA	repair order number for each repair 04/25/07 3,500 miles RO# 586004	currently exist?
xample: Check Engine Light On Floor boards Setting Rt 12000 Indial	repaired or aftermpted to repair (list city and state) Autoworld Anytown, USA Prestige Subaru	repair order number for each repair 04/25/07 3,500 miles RO# 586004	Currently exist? □YES ⊠NO
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5 8 109

DATE

To whom it may concern,

I am writing to give you a little background on what is going on because the service records themselves do not tell the whole story of everything I have went through in order to try to get my car fixed. I bought my 2008 Suzuki SX4 in April of 2008. I was very excited because I thought having a new car meant not having to worry about what was going to go wrong next but unfortunately I was wrong. Things went great for the first four months but in five months, September 2008, the journey began. As you can see from my records, I have been four separate times for problems with the passenger seatbelt light coming on saying that the passenger seat belt was not hooked even when it was while simultaneously triggering the driver side airbag light to come on as well. In March of this year they thought they had finally found what was causing the problem but last night the lights came on again. The problem is that every time the lights come on and I turn the ignition off it seems to reset whatever triggered the response and then the light go off and don't come back on for several days. None the less it's obvious there's a problem. Aside from the four times I have been to the shop for this same problem there has been three other problems that are all centered around the airbag system. I went back to the dealership today to try to get the problem looked at but since the light was not on they wouldn't even check it out. I do have a video that I took on my cell phone as proof and they were not interested in seeing that either.

Aside from the airbag and seatbelt sensor issues that I have encountered with this car I have also taken it to the shop two different times because the car was idleing rough. The first time they reset the computer the second time they said they could not find the problem but it mysteriously "fixed" itself. Another major problem with the car is the paint. It is chipping off and every time I wash the car more paint comes off. I have also shown this to the service manager at Prestige Subaru and Suzuki and they acknowledge that the problem is a manufacture defect and in no way is it any fault of my own. Unfortunately I continually get the run around about when a Suzuki rep will be in the area to see it and give approval for the car to be repainted.

As you can imagine, I'm sick of dealing with this car and the situation. I have lost time at work in order to go over to the dealership to have my car checked, I have spent a lot of gas money to travel forty miles one way to the nearest Suzuki shop in the area to have things looked at and most of all I am tired of paying \$414.00 per month for a car that is constantly causing me so many headaches. You will see that I have enclosed information about the North Carolina Lemon Laws along with the claim form and all my service records. I trust that you will see that I have been more than patient in this matter and more than reasonable and I think that you will see that the only solution to this problem is to give me a new car replacement. Thanks for your time and prompt attention to this matter.

North Carolina Lemon Law Information

Consumers who have defective cars in North Carolina may be able to get relief under the North Carolina Lemon Law, the federal lemon law also known as the Magnuson-Moss Warranty Act or other state related lemon laws.

The North Carolina Lemon Law known as the New Motor Vehicles Warranties Act provides specifically that a defective car may qualify under the lemon law if: 1) the car was presented for repair four or more times for the same defect and the defect continues; OR 2) the car was out of service for warranty related repairs for a total of 20 or more days during any one year period of the warranty.

Under the North Carolina lemon law if your car meets the requirements of the lemon law you may be entitled to a replacement car or a refund of the purchase price including finance charges. Our North Carolina lemon law attorney can evaluate your repair records and help to determine whether your car meets the North Carolina lemon law.

The North Carolina lemon law does not specifically apply to used cars. That is, there is not a used car North Carolina lemon law as there exists in other states. However, your car may still qualify for lemon law type relief under the federal lemon law known as the Magnuson-Moss Warranty Act. Our North Carolina lemon law attorney will be able to let you know whether you are entitled to this kind of lemon law help. Basically, as long as your car has been subject to repeated repairs and the repairs began during the manufacturer's warranty period you may be entitled to assistance.

http://north-carolina.lemon-law.to/

Press B, S#, EST#, ?, or E to Exit:

RO No: 113494 Opened: 29SEP08 Closed: 29SEP08 Line Code: A Booker: 1052 Comeback: N Mileage: 13698 SA... TECH. TYPE, OPCODE...... CB-RO.. DESCRIPTION... 1052 1065 CPSI LOFSC CHANGE OIL & FILTER, TOP-OFF FLUIDS AS N NEEDED, LUBE CV BOOTS 53.34 LBR\$ 9.95 MSC\$ PTS\$ VEH ONLY HAD ONE QUART OF OIL IN IT UPON 1052 1065 CPSI 9996 N ARRIVAL FOUND OIL FILTER POURING OIL WHERE FILTER WAS NOT TIGHT, ENGINE WAS Q UIET WHEN WE CRAN 0.00 LBR\$ 0.00 MSC\$ 0.00 PTS\$ Comeback: N Line Code: B Booker: 1052 CUST STATES THE PASS SIDE AIR BAG WILL NOT TURN ON-INSTALL SOP Complaint: Cause: OPEN SA... TECH. TYPE. OPCODE....., CB-RO.. DESCRIPTION...
1052 1071 WSI QD01RO R&R FRONT SFAT R&R FRONT SEAT GUSHTON ASSY ONE SIDE PTS\$ 1294.90 LBR\$ 45.50 MSC\$ *--- 5 of 5 - Dealer: PDS=S-Mileage: 12612 RO NO: 113016 Opened: 11SEP08 Closed: 18SEP08 Line Code: A Booker: 1052 Comeback: N CUST STATES THE PASS SIDE AIR BAG WILL NOT TURN ON Complaint:

Press B. S#, Return for next page, EST#, ?, or E to Exit:

RO No: 116815 Opened: 21JAN09 Closed: 22JAN09 Mileage: 20087 Line Code: C Booker: 1052 Comeback: N
Complaint: CUST STATES WHEN SHE COMES TO A STOP THE VEH IDLES SO ROUGH IT Complaint: Cause: MODIFICATION OF ECM 17.20 MSC\$ 0.00 0.00 LBR\$ PTS\$ Comeback: N Line Code: A Booker: 1052 CUST STATES THE AIR BAG LIGHT IS ON complaint: cause: CHECKED ALL CONNECTIONS NO PROBLEM FOUND 0.00 MSC\$ 0.00 LBR\$ *--- 4 of 5 - Dealer: PDS-S -----RO No: 113494 Opened: 29SEP08 Closed: 29SEP08 Mileage: 13698 Line Code: A Booker: 1052 Comeback: N CUST STATES VEH IS LEAKING OIL, THERE WAS NO OIL SHOWING ON DIP Complaint: cause:

Press B, S#, Return for next page, EST#, ?, or E to Exit:

REPLACED COWL VENT COVERS AND FILTER PER R TSB TS 02 04018 65.00 MSC\$ 0.00 PTS\$ 43.85 LBR\$ *--- 2 of 5 - Dealer: PDS-S RO No: 116815 Opened: 21JAN09 Closed: 22JAN09 Mileage 20087 Line Code: A Booker: 1052 Comeback: N cust states the air bag light for the driver keeps coming on Complaint: Cause: SPECIAL ORDER PART
PTS\$ 0.00 LBR\$ 0.00 MSC\$ Line Code: B Booker: 1052 Complaint: Comeback: N Complaint: CUST STATES THE PASS SEAT HAS A LIGHT THAT COMES ON AND SAYS Cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.......
1052 1066 CPSI 9996 SEE LINE A PTS\$ 0.00 LBR\$ 0.00 MSC\$ 0.00 Line Code: C Booker: 1052 Comeback: N Press B, S#, Return for next page, EST#, ?, or E to Exit:

*--- 1 of 5 - Dealer: PDS-S RO No: 117040 Opened (27JAN09) Closed: 30JAN09 Mileage: 20447 Line Code: A Booker: 1052 Comeback: N CUST STATES THE ATR BAG FOR PASS FLICKERS OFF AND ON WHEN SOME complaint: Cause: IMPROPER ASSEMBLY PTS\$ 1295.13 LBR\$ 45.50 MSC\$ 9999 SUBLET REPAIRS WSI PTS\$ 0.00 LBR\$ 0.00 MSC\$ 30.00 Line Code: B Booker: 1052 Comeback: N CUST STATES AFTER THE VEH IS WARMED UP AND YOU COME TO A STOP Complaint: cause: SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION...... 1052 1066 CPSI 9996 TEST DROVE VEH ON HWY TEST DROVE VEH ON HWY AND IN TOWN 30 MIL LES COULD NOT DUPLICATE CONCERN PTS\$ 0.00 LBR\$ 0.00 MSC\$ Comeback: N Line Code: C Booker: 1052 Complaint: CUST STATES THE PASS FLOOR BOARD GETS WET AND THE A/C MAKES NO Cause: FOREIGN MATTER SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION...... Press S#, Return for next page, EST#, ?, or E to Exit:

CUSTOMER #: 25813

117236

INVOICE

585 TUNNEL ROAD ASHEVILLE, NORTH CAROLINA 28805

MARION, NO HOME BUS: COLOR	CONT:N/A CELI YEAR MAKE/MODEL	PAGE 1 SERVICE ADVISOR VIN	PHONE 828/298-9600 TOLL FREE 1-888-854-4293 R: 1052 TEARESA CARTRETT LICENSE MILEAGE IN/ OUT TAC
BLUE DEL DATE	08 SUZUKI SX4	JS2YC41508	20666/20667 T067
31MAR08 DD		WAIT 02FEB09 OPTIONS: DLR:040459	72.00 CASH 02FEB09
	E TECH TYPE HOURS	9	LIST NET TOTAL
a second control and the control of the second	B1318,OCM COMMUNI 1066 CPSI	IDE AIR BAG LIGHT KEEPS C CATION DATA INVALID	0,00 0,00
DC	TES THE LIGHT FOR DES NOT HAVE THERE B1385, PASSENGER S CIRCUIT OPEN, CONT ,CASE #2-18301056	THE PASS SEATBLT COMES OF SEATBELT ON EVEN THOUGH SEATBELT BUCKLE SENSOR PACTED SUZUKI TECH LINE THEY WILL CONTACT	N AND SAYS THE PASS
	ENGINEERING 1066 CPSI ********	*****	0.00 0.00

Thank you for choosing us as your servicing dealer. We appreciate the opportunity. It is important to us that you have an EXCELLENT service experience. Please help us help you by answering any surveys you receive with a responce of "EXCELLENT". If not possible, please contact us before answering the survey

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 NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
CUSTOMER PLEASE READ AND INDICATE
ACCEPTANCE BY SIGNING BELOW, "ALL
WARRANTIES ON PARTS ARE THE
MANUFACTURER'S. THE SELLER, PRESTIGE,
INC., HEREBY EXPRESSLY DISCLAIMS ALL
WARRANTIES EITHER EXPRESS OR IMPLIED.
INCLUDING ANY IMPLED WARRANTY OF
MERCHANTABILITY OR FITNESS FOR A
PARTICULAR PUPPOSE AND PRESTIGE, INC.
NEITHER ASSUMES NOR AUTHORIZES ANY
OTHER PERSON TO ASSUME FOR IT ANY
LIABLITY IN CONNECTION WITH THE SALE OF
THESE PARTS, THIS DISCLAIMER BY THE SELLER,
PRESTIGE, INC. IN NO WAY AFFECTS THE TERMS
OF THE MANUFACTURER'S WARRANTY. CUSTOMER SIGNATURE

STATEMENT OF DISCLAIMER

TOTALS DESCRIPTION LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 0.00 TOTAL CHARGES 0.00 LESS DISCOUNT 0.00 SALES TAX 0. 00 PLEASE PAY THIS AMOUNT

0.00

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (SIGNED)

CUSTOMER #: 25813

118426



INVOICE

585 TUNNEL ROAD ASHEVILLE, NORTH CAROLINA 28805 PHONE 828/298-9600

PAGE 1 MARION, NC TOLL FREE 1-888-854-4293 HOME SERVICE ADVISOR: 052 TEARESA CARTRETT BUS MAKE/MODEL COLOR YEAR JS2YC41508 23030/23030 SUZUKI INV. DATE PROD. DATE WARR EXP. PROMISED RATE PAYMENT - DEL DATE WAIT 13MAR09 27MAR09 72.00 CASH 31MAR08 OPTIONS: R.O. OPENED DLR: 040459 14:28 27MAR09 14:03 13MAR09 LINE OPCODE TECH TYPE HOURS LIST A CUST STATES THE VEH SHOWS THE PASS SEATBELT IS NOT CLICKED WHEN CUST IS WEARING IT CAUSE: OPEN THIS REPAIR IS FOR THE AIRBAG CONTROLLER AND A SEATBELTLATCH. SEE MATT BEFORE CLAIMING SN33RO R&R AIR BAG CONTROLLER (N/C) 1066 WSI (N/C)1 84901-80821-BHE BELT ASSY, FR, R (N/C)1 38910-80J40 CONTROLLER ASSY FC: 36-36 PART#: 84901-80821 COUNT: 1 CLAIM TYPE: AUTH CODE: SUBL U-SAVE AUTO RENTAL PO#118426 **************** Thank you for choosing us as your servicing dealer. We appreciate the opportunity. It is important to us that you have an EXCELLENT service experience. Please help us help you by answering any surveys you receive with a responce of "EXCELLENT". If not possible, please contact us before answering the survey

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.

CUSTOMER PLEASE READ AND INDICATE ACCEPTANCE BY SIGNING BELOW. ALL WARRANTIES ON PARTS ARE THE MANUFACTURERS'S. THE SELLER PRESTICISE INC., HEREBY BYPRESSLY DISCLAIMS ALL WARRANTES. EITHER EXPRESS OR IMPLIED, INCLIDING ANY IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE AND PRESTIGE, INC. HEITHER ASSUMES NOT AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIBILITY IN CONNECTION WITH THE SALE OF THESEPARTS. THIS DISCLAMERSY THE SELLER PRESTIGE, INC. WAY AFFECTS THE TERMS OF THE MANUFACTURERS WARRANTY.

STATEMENT OF DISCLAIMER

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

0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

- 1

THIS AMOUNT

AMERICAN SUZUKI MOTOR CORPORATION

MANUFACTURER RESPONSE FORM

Customer Name: NCDS Case #: B06-0509-003									
ASMC Case #: 2-182090916 Start Date: 5-12-09									
VIN: JS2YC415085 Year: 2008 Model: SX4									
MANUFACTURER INFORMATION:									
Region: South Service Dealer Name: Prestige Suzuki Dealer #: 432237									
Can the hearing be held at the servicing dealership? \(\subseteq \text{Yes} \subseteq \text{No} \)									
MANUFACTURER'S STATEMENT:									
Are the customer's concerns covered under the ASMC warranty? Yes No If no, explain:									
Is the customer's vehicle currently repaired? Yes No									
Does the concern still exist? Explain: The vehicls is operating as designed Yes No									
Is the use, value, or safety of this vehicle substantially impaired?									
Please provide your position regarding the customer's claim? Explain: The vehicle is operating as designed									
,									
Region / Primary District will participate by: Phone In Person In Writing									
Manufacturer's 5-22-09 Regional Contact Person: Dennis Vickery Response Due Date:									
Regional Fax #: 770-420-5516									
NCDS Fax #: (586) 790-4774 Regional Phone #: 770-792-8688x1122									

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER RESPONSE FORM

NOTE: DO NOT FORWARD THIS PAGE TO THE CUSTOMER OR ARBITRATOR.

Customer Name:			NCDS Case #:	B06-0509-003
ASMC Case #: 2-182090916			Start Date:	5-12-09
VIN: JS2YC415085	Year:	2008	Model:	SX4
<u>SET</u>	TLEMEN	T EFF	ORTS:	
DI 1' (1) (6)	. 1 .	41		
Please list any previous settlement off	ers made t	o the cu	stomer:	
None				
			<u> </u>	N/
Region / Primary District willing to m				⊠ No
List any settlement offers you would l	like commi	unicated	I to the customer:	

1	CI	JZUKI	
13	20	JEUNI	

MAIL WILL CALL WAITING

Deliver To:

H. KABAGE

CHECK REQUEST

PAYABLE TO:				SUPPLIER #		
MARION NO				DATE	3	1-27-09
SEPARATE CHECK REQUIRED YES	<u>s</u> _			DATE REQUIRED		2-03-09 (F NO
INVOICE/CHECK DESCRIPTION	со	PD	DEPT	ACCOUNT	4.5	AMOUNT
GOODWILL REIMBURSEMENT	1	6	39	86530	\$	50.00
				Total:	S	50.00
REASON:						
Goodwill reimbursement for fuel exp concerns SR #2-182090916 VIN JS2YC41508	nense d	due to in	convenience of	multiple trips to dealer for	airba	ag-light

DEPT MGT.

CONTROLLER

TREASURER

PREPARED BY

H. AHLSTRAND

February 4, 2009

Marion, NC

RE: Service Request #2-182090916

Dear Ms.

Thank you for your recent inquiry to American Suzuki Motor Corporation.

Enclosed, please find our check in the amount of \$50.00. This check represents our one-timeonly goodwill reimbursement for your fuel expense.

Please accept our sincere apology for any inconvenience you may have experienced.

If we can be of further assistance, please feel free to contact our Customer Relations Department between the hours of 6:30 a.m. – 5:00 p.m., P.S.T. Our toll-free telephone number is (800) 934-0934, or feel free to visit our website at www.suzuki.com.

Thank you for allowing us the opportunity to serve you.

Sincerely,

Heather Ahlstrand

Customer Relations Representative

Enclosure: Check #00710940



AMERICAN SUZUKI MOTOR CORPORATION 3251 E. IMPERIAL HIGHWAY, P.O. BOX 1100 BREA, CA 92822-1100 (714) 998-7040

VENDOR NO: 1040074

CHECK NO: 710940

.00

50.00

50.00

VENDOR NAME:

DATE	INVOICE NO.	DESCRIPTION	PURCHASE ORDER	INVOICE AMOUNT	DEDUCTION	NET AMOUNT
/27/2009	GOODWILL REIMBURSEM			50.00	.00	50,00

Stub 1 of 1

TOTALS

THE FACE OF THIS DOCUMENT HAS A MULTICOLORED BACKGROUND ON WHITE PAPER. THIS DOCUMENT CONTAINS A WATERMARK - HOLD TO LIGHT TO VIEW. SUZUKI UBOC DISBURSEMENT SERVICES BOSTON, MA 02108 53-292 NO. 00710940 113 AMERICAN SUZUKI MOTOR CORPORATION 3251 E. IMPERIAL HIGHWAY - P.O. BOX 1100 BREA, CA 92822-1100 - (714) 996-7040 CHECK DATE CHECK AMOUNT 2/3/2009 \$*****50.00 PAY TO THE ORDER OF MARION NO **VOID AFTER 6 MONTHS**

			PAGE			1					
			DSPM:			Joe Taylor	REPAIR ORDI	ER SUMMA		REQUIRED SIGNATURE	
		cu	STOMER NA	ME							
		5	S.R. NUMBER	3							
			YEAR			2008					
			MODEL			SX4					RSPM:
		VEHICLE ID	ENTIFICATIO	NNUMBER		JS2YC415085					Lee Raines
		VERIOLE ID	Livinionio	HOMBER		502.10415004					RFTM:
											James Clark
GEDAID (ORDER INFOR	NATION									Vallies Clark
REPAIR	DADER INFOR	INATION	_							-	
REPAIRING DEALER		CLOSED	REPAIR	DAYS OUT				DSPM CONTACT	TECH LINE CONTACT	RFTM CONTACT	DAYS OUT OF SERVICE
NAME	OPEN DATE	DATE	ORDER#	SERVICE	MILEAGE	CUSTOMER CONCERN	REPAIR PERFORMED	DATE	DATE	DATE	EXPLANATION.
Prestige Suzuki	9/29/2008	9/29/2008	1113494	1	13,696	Customer states passenger side air bag will not turn on	Replace right front seat cushion				
restige Suzuki	10/07/08	10/14/08	113783	7	14,039	Customer states air bag light is on	Checked all connections, no problem found				
									-		
Prestige Suzuki	01/21/09	01/21/09	116815	1	20,084	Customer states when she comes to a stop the vehicle idles rough	Reprogram ECM				
Prestige Suzuki	01/27/09	01/30/09	117040	3	20,417	Customer states air bag light flickers off and on when someone is in the seat	R&R seat cushion assembly one side, (Part indicates it side)				
						Customer states passenger floorboard gets wet and AC makes noise	Foreign Matter, replace cowl vent and filter per TSB TS 02 04018 (CP)				
Prestige Suzuki	02/02/09	02/02/09	117236	1	20,666	6 Customer states drivers side air bag light keeps coming on	B1318, OCM communication invalid data				
						Customer states the light for the passenger seatbelt comes on and says passenger does not have seatbelt on even though it is hooked	Passenger seatbelt buckle sensor circuit cpen				
									-		-

Prestige CUSTOMER #: 25813 113494 WARRANTY SUBARU / SUZUKI SAS TUNNEL ROAD ASHEVILLE, NORTH CAROLINA 28805 MARIUN, NC PAGE 1 PHONE 828/298-9600 HOME TOLL FREE 1-888-854-4293 SERVICE ADVISOR: 1052 BUS COLOR MAKE/MODEL VIN LICENSE YEAR MILEAGE IN/ OUT TAG PROD. DATE WARR. EXP. JS2YC415085 13696/13698 T648 PROMISED PO NU. DEL DATE RATE PAYMENT INV. DATE 31MAR08 :30 29SEP08 CASH 72.00 29SEP08 R.O. OPENED READY OPTIONS: DLR: 040459 10:20 29SEP08 16:34 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL B** CUST STATES THE PASS SIDE AIR BAG WILL NOT TURN ON-INSTALL SOF PART CAUSE: OPEN QDOIRO RER FRONT SEAT CUSHION ASSY. ONE SIDE 1071 BOLLO, JOSEPH L LIC#: 26777740 WSI 0.70 45.50 45.50 1 85101-80JSO-EDV CUSHION ASSY, FR 1541.68 1294.90 1294.90 FC: 99-36 PART#: 85101-80JS0 92493 129490 TPARTS COUNT: 1 CLAIM TYPE: W AUTH CODE: 525 4550 TLABOR *****

Thank you for choosing us as your servicing dealer. We appreciate the opportunity. It is important to us that you have an EXCELLENT service experience. Please help us help you by answering any surveys you receive with a responce of "EXCELLENT". If not possible, please contact us before answering the survey

93018 134040 0 STATEMENT OF DISCLAIMER COST, SALE, & COMP TOTALS STATEMENT OF DISCLAIMER
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OF THE MAULIACTURITY'S
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CLISTOMER SIGNATURE DESCRIPTION TOTALS ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREONIS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO LABOR AMOUNT 45.50 SHOWN, SERVICES DESCRIBEDWERE PERFORMEDAT 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. PARTS AMOUNT 1294.90 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 0.00 TOTAL CHARGES 1340.40 LESS DISCOUNT 0.00 SALES TAX 0,00 CUSTOMER SIGNATURE (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) PLEASE PAY THIS AMOUNT 1340.40

113782

SUBARU

INVOICE

586 TUNNEL ROAD ASHEVILLE, NORTH CAROLINA 28605 PHONE 828/298-9600

MARION, NC PAGE 1 TOLL FREE 1-888-854-4293 HOME SERVICE ADVISOR: BUS: 1052 TEARESA W CARTRET YEAR MAKE/MODEL TAG 08 SUZUKI SX4 PROD. DATE WARR, EXP. JS2YC41508 4039/14059 BLUE F763 PROMISED PO NO. DEL DATE RATE PAYMENT INV. DATE WAIT 070CT08 CASH 31MAR08 14OCTOB R.O. OPENED READY OPTIONS: DLR: 040459

14:58 070CT08 11:34 14OCT08 LINE OPCODE TECH TYPE HOURS

A CUST STATES THE AIR BAG LIGHT IS ON 9996 CHECKED ALL CONNECTIONS NO PROBLEM FOUND

1066 CPSI

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NET

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TOTAL

Thank you for choosing us as your servicing dealer. We appreciate the opportunity It is important to us that you have an EXCELLENT service experience. Please help us help you by answering any surveys you receive with a responce of "EXCELLENT". If not possible, please contact us before answering the survey

LIST



GENIHME PARTS

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBEDWERE PERFORMEDAT NO CHARGE TO OWNER, THEREWAS 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 OATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER
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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 DISCOUNT 0.00 SALES TAX 0.00 PLEASE PAY THIS AMOUNT

0.00

Prestige CUSTOMER #: 25813 116815 WARRANTY SUBARU / SUZUKI 585 TUNNEL ROAD ASHEVILLE, NORTH CAROLINA 28805 MARION, NC PAGE 1 PHONE 828/298-9600 TOLL FREE 1-888-854-4293 HOME SERVICE ADVISOR: BUS: 1052 TEARESA A CARTRETT MILEAGE IN OUT LICENSE TAG YEAR MAKE/MODEL PROD DATE WARR EXP. JS2YC415085 20084/20087 PO NU. PROMISED RATE PAYMENT DEL DATE INV. DATE R.O. OPENED WAIT 21JAN09 72.00 CASH 22JAN09 READY OPTIONS: DIR:040459 14:20 21JAN09 08:49 22JAN09 LINE OPCODE TECH TYPE HOURS TOTAL LIST NET C CUST STATES WHEN SHE COMES TO A STOP THE VEH IDLES SO ROUGH IT SHAKES THE DASH CAUSE: MODIFICATION OF ECM FB32PO REPROGRAM ECM 1066 WSI 0.40 17.20 17.20 FC: 02-99 PART#: COUNT: O TPARTS CLAIM TYPE: AUTH CODE: 1720 TLABOR 450

Thank you for choosing us as your servicing dealer. We appreciate the opportunity. It is important to us that you have an EXCELLENT service experience. Please help us help you by answering any surveys you receive with a responce of "EXCELLENT". If not possible, please contact us before answering the survey

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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREONIS ACCURATE UNLESS OTHERWISE	ACCEPTANCE BY SIGNING BELOW: 'ALL	LABOR AMOUNT	17.20
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VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED	NC. HEREBY EXPRESSLY DISCLAMS ALL WARRANTIES EITHER EXPRESS OF IMPLIED.	GAS, OIL, LUBE	0.00
UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS	MCLUDING ANY IMPLED WARRANTY OF MERCHANTABLITY OR FITNESS FOR A	SUBLET AMOUNT	0.00
CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT	PARTICULAR PURPOSE AND PRESTICE, MG.	MISC, CHARGES	0.00
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	OF THE MANUFACTURER'S WARRANTY,	SALES TAX	0.00
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOWER GIGNATURE	PLEASE PAY THIS AMOUNT	17.20

(615) 246-80001

CUSTOMER #: 25813

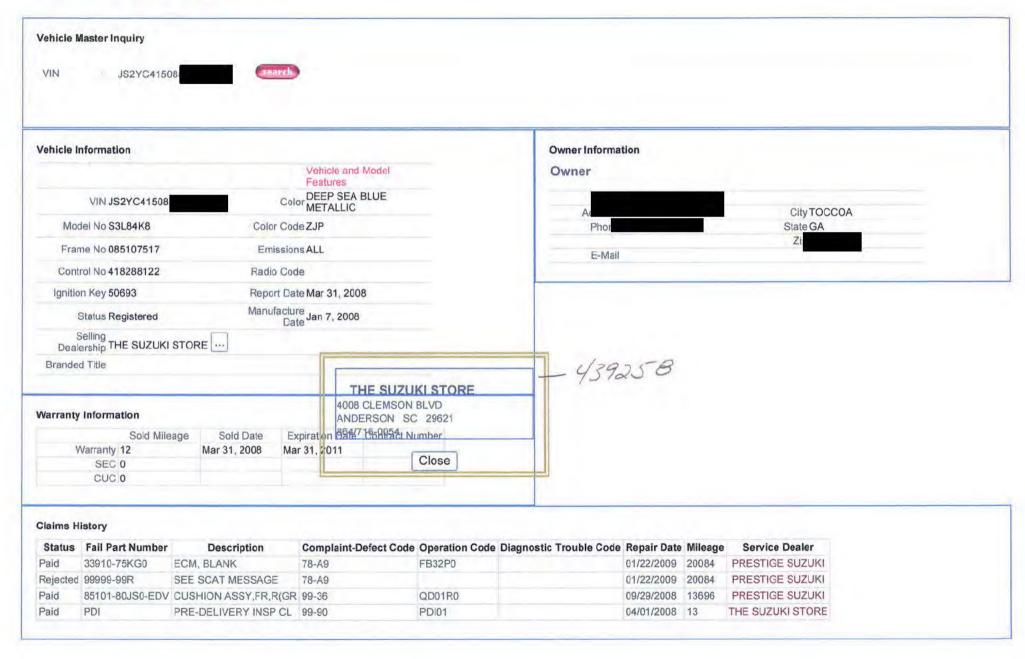
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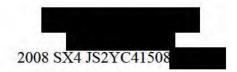
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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE	STATEMENT OF DISCLAIMER CUSTOMER PLEASE REPO AND INDICATE ACCEPTANCE BY SIGNING SELON: "ALL WARRANTIES ON PARTS ARE THE MANUFACTURERS: THE SELER PRICEID INC., HERESY EDYRESS, Y DISCLAIMS ALL WARRANTES ETHER EXPRESS OR MELEO, INCLUDING ANY IMPLED WARRANTY OF MENCHANAMABILLY OR FINESS FOR A PARTICULAR PURPOSE AND PRESTICE, INC. NETHER ASSUMES NOT AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LUBRITY IN CONNECTION WITH THIS SALE OF THESE PARTS. THE ORSOLAMERS THE SELLING.	DESCRIPTION	TOTALS
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UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS		SUBLET AMOUNT	
CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT		MISC, CHARGES	
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THE RESERVE THE PROPERTY OF TH		LESS DISCOUNT	
	PRESTICE, IN NO WAY AFFECTS THE TENNS OF THE MANUFACTURER'S WARRANTY."	SALES TAX	
(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	





			DAGE			14					
			PAGE			1	REPAIR ORD	ED CUMMA	DV		REQUIRED SIGNATURES
DSPM CUSTOMER NAME						Joe Taylor	REPAIR ORD	EK SUMMA	KT		REQUIRED SIGNATURES
S.R. NUMBER YEAR						2008					
			MODEL			SX4					RSPM
		VEHICLE ID	ENTIFICATION	N NIIMRER		JS2YC41508					Lee Raines
		VEHIOLE ID	Littiii loane	I ROMBER		0021041000					RFTM
											James Clark
REPAIR	ORDER INFOR	MATION									
				DAYS OUT				DSPM	TECH LINE	RFTM	
REPAIRING DEALER		CLOSED	REPAIR	OF				CONTACT	CONTACT	CONTACT	DAYS OUT OF SERVICE
NAME	OPEN DATE	DATE	ORDER#	SERVICE	MILEAGE	CUSTOMER CONCERN	REPAIR PERFORMED	DATE	DATE	DATE	EXPLANATION.
Prestige Suzuki	9/29/2008	9/29/2008	1113494	1	13,696	Customer states passenger side air bag	Replace right front seat cushion				
						will not turn on					
Prestige Suzuki	10/07/08	10/14/08	113783	7	14,039	Customer states air bag light is on	Checked all connections, no problem				
							found				
Prestige Suzuki	01/21/09	01/21/09	116815	1	20,084	Customer states when she comes to a	Reprogram ECM				
						stop the vehicle idles rough					
Prestige Suzuki	01/27/09	01/30/09	117040	3	20 417	Customer states air bag light flickers off	R&R seat cushion assembly one side,				
restige ouzuki	01/21/03	01/30/03	117040	3	20,417	and on when someone is in the seat	(Part indicates rt side)				
							,				
						Customer states passenger floorboard	Foreign Matter, replace cowl vent and				
						gets wet and AC makes noise	filter per TSB TS 02 04018 (CP)				
Prestige Suzuki	02/02/09	02/02/09	117236	1	20.666	Customer states drivers side air had light	B1318, OCM communication invalid data				
1 Toolige Guzuki	02/02/03	02/02/00	117200		20,000	keeps coming on	Dioto, Colvi communication invalid data				
						Customer states the light for the	Passenger seatbelt buckle sensor circuit				
						passenger seatbelt comes on and says	open				
						passenger does not have seatbelt on even though it is hooked					
						even mough it is nooked					
		-	-		-						



03/31/2008-	Customer purchased vehicle 08 SX4 #5107517
09/29/2008-	1st visit for air bag concern, Customer states air bag light will not turn on. Dealer replaced right front seat cushion, vehicle down 1 day, RO closed 09/29/2008.
10/07/2008-	2 nd visit for air bag concern, Customer states air bag light is on. Dealer checked all connections, no problem found. Vehicle down 1 day, RO closed 10/14/2008.
01/27/2009-	3 rd visit for air bag concern, Customer states air bag light flickers when someone is sitting in the seat. Dealer found R & R seat cushion assembly one side. (Part indicates right side) Vehicle down 4 days, RO closed 01/30/2009.
02/02/2009-	4 th visit for air bag concern, Customer states drivers side air bag light keeps coming on also states light on passenger side seatbelt comes on and says passenger does not have seat belt on even thought it is hooked. Deale found B1318, OCM communication invalid code and found passenger sea belt buckle sensor circuit open. Vehicle down 1 dance, RO closed 02/02/09.
03/13/2009-	Customer states that the vehicle shows the passenger seat belt is not clicked when customer is wearing it. Dealer found this repair is for airbag controller and seat belt latch. R & R airbag controller, BHE belt assembly & controller assembly. Provided rental. Vehicle down 15 days, RO closed 03/27/2009
05/12/2009-	National received new NCDS case
06/18/2009-	NCDS declined replacement of vehicle.
06/22/2009-	National advised region case will now be pending compliance, waiting on receipt of the acceptance/rejection from the customer.



December 15, 2008

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

(586) 741-0870

Fax: (586) 790-4774

Avondale, AZ

RE:

CASE # A02-1208-003

Dea

This will confirm that you have selected the Expedited Dispute Settlement (EDS) process to be administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have appointed Arbitrator, Kathleen Foster, to hear and decide your claim. Once we have obtained available dates from Arbitrator Foster, we will call to schedule your hearing. The Arbitrator may decide to have your vehicle inspected by an Independent ASE Technical Inspector, who will contact you separately to arrange for the inspection.

While the EDS process is not a "Lemon Law" proceeding, the Arbitrator will consider the State "Lemon Law" in reviewing and deciding your claims. You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, purchase or lease contracts and the like.

You may be contacted by a NCDS Phone Mediator prior to the hearing date in an attempt to help you and Suzuki reach voluntary agreements to resolve your dispute. Your cooperation in this mediation process is strictly voluntary, but it may prove to be beneficial in resolving or narrowing your dispute and will not, in any event, preclude you from exercising your rights under the arbitration process. While you conduct mediation, the arbitration process will continue in accordance with Federal Law.

NCDS will be responsible for monitoring the progress of this case and is available to answer any questions you may have about the arbitration process. You may call NCDS at 888-300-NCDS (6237).

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

cc: Eastern Region Kathleen Foster

CASE ASSIGNMENT TRANSMITTAL TO ARBITRATOR

Arbitrator(s): Kathleen Foster

Thank you for accepting assignment of this case. Enclosed you will find the arbitration packet which you will need in order to schedule and complete the case. The parties have been notified that you will be providing hearing dates to NCDS for scheduling the hearing. DO NOT CONTACT THE DEALER OR THE MANUFACTURER'S REPRESENTATIVE.

Because the Manufacturer's Representative may be involved with more than one Customer at any given time, we recommend that you submit several dates from which the parties may select their availability.

Case #: A02-1208-003

Customer:

Avondale, AZ

(915) 204-3611

Dealer:

Avondale Suzuki 1425 N. 8th Street

Avondale, AZ 85323-1511

Manufacturer:

American Suzuki Motor Corporation

P.O. Box 1100 Brea, CA 92822

Edwina Parlette Shirin Nazari (714) 996-7040 x 2441 714-996-7040 x 2071

Please provide your available dates in enough time that two (2) weeks notice can be given to all parties in scheduling the hearing. As a reminder, it is imperative that the hearing date not go beyond forty (40) days from the date that NCDS received the Request for Arbitration, shown below:

NCDS RECEIVED CUSTOMER REQUEST FOR ARBITRATION: December 5, 2008

The completed Mediation form or Decision worksheet should be returned to NCDS as soon as possible, but NO later than five (5) days following the hearing (This time period may vary as long as you stay within the forty (40) day requirement overall).

Comments: The 40th day on this case is January 14, 2009.

Case Administrator: Allisia Powell x.118

Date Forwarded to Arbitrator:

December 15, 2008



December 5, 2008

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

(586) 741-0870 Fax: (586) 790-4774

Avondale, AZ

RE:

CASE # A02-1208-003

Dear

Your request for arbitration has been received. The claim appears to meet the Suzuki Dispute Settlement Program parameters for eligibility and has been assigned the case number shown above. This process is regulated by the Federal Trade Commission (FTC) under the Magnuson-Moss Warranty Act, which provides for the expedient resolution of Customer complaints. Therefore, under federal law, the National Center for Dispute Settlement, (NCDS) is required to close your case within forty (40) days of the date of this letter.

You have the option of having an oral hearing or a "document only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Suzuki will still be entitled to make their presentation in your absence. If you do not want to make an oral presentation, your dispute will be decided solely on the basis of the documents submitted by all parties. You do not need to be present at a "document only" decision process. If we have not already called you, you will receive a call, shortly to determine which process you have selected.

You may also be contacted by a NCDS Phone Mediator or Suzuki Personnel prior to the hearing date in an effort to help reach a voluntary agreement to resolve the dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the Settlement Agreement. The case will then be closed.

If you do not agree to any settlement offer, the dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Suzuki will comply with the decision within the time stipulated. If you reject the decision, the case will be closed and you may pursue any other legal remedies available to you within your state.

If you have not done so already, please provide us with copies of all relevant service tickets, as well as a copy of your title, current registration and Bill of Sale or Lease Contract. Your participation in the Dispute Settlement Program does not relieve a vehicle owner of any obligation to a lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free at (888) 300-6237.

Sincerely,

NCDS

Allisia Powell x.118
Case Administrator

cc: Eastern Region



12/05/2008

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

RE: CASE # A02-1208-003

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker prior to the hearing date. As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

NCDS

Allisia Powell x.118
Case Administrator

cc:



ĺ	CUSTOMER NAME AND ADDRESS		
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Thank you for this opportunity to serve you. If our service was satisferony tell your friends, if it on prease tell us immediately.

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Thankydu for this popularum ty to serve your if our service was satisfactiony fell your friends. If not please tell us

DISCLANCE OF WARRANTIES

Any Warraintas in the products sold nereducate trose of the manufacturer. The seven nereduceverses y disclaims at warraintas after a product of the sellent of the sellent













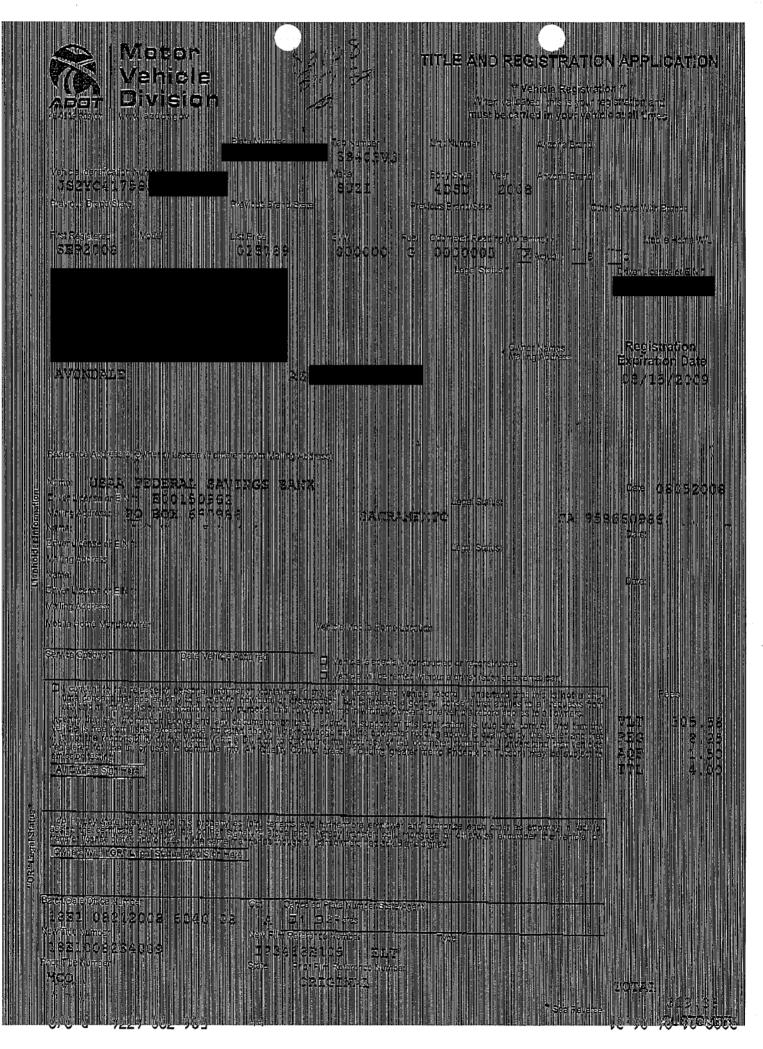
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National Center for Dispute Settlement

December 11, 2008

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774



RE: CASE # A02-1208-003

Dea

Please find enclosed the Manufacturer's Response Form from Suzuki, a copy of which will also be forwarded to the Arbitrator(s). This form represents Suzuki's position with regard to the above referenced case. It neither constitutes a final decision nor does it necessarily reflect specific findings of fact. Any questions or comments you may have regarding this form should be documented **IN WRITING** and mailed to NCDS, no later than seven (7) days prior to any scheduled hearing date in order to allow for response.

NCDS is responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free, at 888-300-NCDS (6237).

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

Enclosure: as noted

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER RESPONSE FORM

Customer Nat NCDS Case #: A02-1208-003
ASMC Case: Start Date: 12-5-08
VIN: JS2YC41758: Year: 2008 Model: SX-4
MANUFACTURER INFORMATION: Region: A02 Service Dealer Name: AVONDALE SUZUKI Dealer #: 402230
Can the hearing be held at the servicing dealership? Yes No
MANUFACTURER'S STATEMENT:
Are the customer's concerns covered under the ASMC warranty? Yes No If no, explain:
Is the customer's vehicle currently repaired?
Does the concern still exist?
Is the use, value, or safety of this vehicle substantially impaired? Yes No Explain: From observation it appears the customer's passenger is not able to make the necessary adjustments while in the passenger seat, to have the airbag sensor detect that someone is sitting in the passengera compartment.
Please provide your position regarding the customer's claim? Explain: ASMC is confident that the SRS system is working properly. However with the demonstrated passenger in the passenger seat, the seat bolsters are preventing proper weight distribution on the seat sensors. ASMC acknowledges that this is a concern to the customer and his passenger. We do not believe that the customer and demonstrated passenger would find any difference in any Suzuki product as it relates to the SRS system.
Region / Primary District will participate by: Phone In Person In Writing
Manufacturer's 12-15-08 Regional Contact Person: Bill Dreher Response Due Date: Zar Bashikian
Regional Fax #: 714-854-2168 NCDS Fax #: (586) 790-4774 Regional Phone #: 714-996-7040

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER RESPONSE FORM

Customer VIN: JS2YC41758	Year: 2008	Start Date: 12-5-08 Model: SX-4	
To do not a series	ACTURER INFORM		
Region: A02 Service Dealer N Can the hearing be held at the service	ame: AVONDALE :	SUZUKI Dealer #: Yes No	402230
MANUE	'ACTURER'S STAT	EMENT:	
Are the customer's concerns covered If no, explain:	under the ASMC warr	ranty? Xes	No
Is the customer's vehicle currently re	paired?	⊠ Yes □	No
Does the concern still exist? Explain:		⊠ Yes □	No
Is the use, value, or safety of this veh Explain: From observation it appoints adjustments with detect that someone is sit	ears the customer's pa hile in the passenger	assenger is not able to seat, to have the airba	A STATE OF THE PARTY OF THE PAR
Please provide your position regarding Explain: ASMC is confident that to demonstrated passenger proper weight distribution concern to the customer and demonstrated passenger it relates to the SRS systems.	the SRS system is wor in the passenger seat on on the seat sensors and his passenger. W nger would find any d	king properly. Howe the seat bolsters are ASMC acknowledge to not believe that	preventing s that this is a the customer
Region / Primary District will particip Manufacturer's 12-15-08 Response Due Date: NCDS Fax #: (586) 790-4774	pate by: Phone Regional Contact P Regional Fax #: Regional Phone #:		In Writing

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER RESPONSE FORM

NOTE: DO NOT FORWARD THIS PAGE TO THE CUSTOMER OR ARBITRATOR.

Customer Name: VIN: JS2YC417585	Year: 2008	Model: SX-4
	SETTLEMENT EFFOR	RTS:
Please list any previous settle NONE	ment offers made to the custo	mer:
vehicle. ASMC also request clear to the customer and de defect and believe the unit is of the passenger on the seat	would like communicated to DS mediator contact the cust that the MRF be provided emonstrated passenger that is operating as designed. However, the SRS system is never to fresolving the custom	☐ Yes ☑ No the customer: stomer and offer a repurchase of the to the customer so that it is made we do not believe that this is a wever due to the weight distribution not recognizing a passenger in the ner's concern ASMC will repurchase



National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

December 11, 2008



RE: CASE # A02-1208-003

Dea

We received your information on December 11, 2008. Please be advised we will make this a part of the file, as well as forward copies to the Manufacturer and the Arbitrator.

Sincerely,

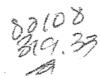
NCDS

Allisia Powell x.118 Case Administrator

cc: Eastern Region



"OR" Legal Status *



TITLE AND REGISTRATION APPLICATION

** Vehicle Registration **

When validated, this is your registration and must be carried in your vehicle at all times.

	Plate Number	Tab Number	Unit Number	Arizona Brand	
Vehicle Identification Number JS2YC417581		Make SUZI	Body Style Year 4DSD 20	Arizona Brand 아음	a serence a la companya de la compa
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any and all individuals or organ	ization for any purpose, until revok	ed by me in writing. (Consent for a vehicle record at	plies to all owners.	
tacertify that the information abovehicle is free from liens, except it is not the responsibility of the registered for use in, or used to	ove and any documentation that those indicated above. I acknow	I submit in supports ledge that the odom	of this application, is true an eter reading above is qualifie	d correct, and that the	e V22 303.36 at REG 8.25
it is not the responsibility of the	Motor Vehicle Division to determ	nine the accuracy of	the odometer statement. I u	nderstand that vehicle	S AQF 1.50
emission testing.	Communication, Fair Addancy Contain	or ereas (moderning g	reater filetio Filoefiix of fuc	son, may be subject t	TTL 4.00
All Owners Sign Here			$\frac{1}{2}$ $\frac{1}$		2.513 2.00
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assign the certificate of title by transfer license plates and/or fees	this property as joint tenants and his or her signature alone and in the same manner as though al	thereby transfer se	Il mortogne or otherwise en	r as attorney in fact to cumber the vehicle, o	
Owners With "OR" Legal Status	s Also Sign Here				
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CUSTOMER

Suzuki Customer Claim Form

CUSTOMER NAME AND ADDRESS				
Mrs. Ms.				
First Name				
Street Addres		The second definition with the second		
city Avandale	state AZ	Zip Co		
Day Phone	Evening Phone ()		Fax ()	
VEHICLE INFORMATION	· · · · · · · · · · · · · · · · · · ·	-		
Name(s) on the vehicle til	e	ery Date: 08 D	51 08	
Vehicle Identification Number (VI)	n: JS24 C417585	<u> </u>		
	Model: Machine 5X4 year: 2007	Current Mile	age: 8864	
	10 图			
If YES, lessor's name and address:			-	
Selling Dealer and Address: Av	ondale Suzuki 80	3 E. Van E	Buren Avoi	ndale, AZ 85323
Servicing Dealer(s) Au	rondale Suzuki			
VEHICLE PROBLEM(S) (Attach legi Problem	ole copies of repair orders or other doc			·
Flobletti	List dealer or dealers which have repaired or attempted to repair (list city and state)	List the date, no repair order no repair	umber for each	Does the problem currently exist?
Example:	Autoworld	04/25/07	ن این این این این این این این این این ای	□YES ⊠NO
Check Engine Light On	Anytown, USA	3,500 miles RO# 586004		
Air bag warning light on	Avandale Suzuki	3375 miles	10/10/08 5105 miles	¥YES □NO
possenger side stays off when	Avondale, AZ 85323		MO: 5105	
Air bog warning light on passenger side says off when person in seat. Passenger 1/250 bag is	61 11	10/25/08	11/13/08 7543 miles Mo: 7543	MYES □NO
		11/26/08	1114: 79 10	YES NO
		8412 asles Mo: 8417		A
				□YES □NO
	,		÷	□YES □NO
Has the Vehicle been involved in a			•	•
If YES, give dates of accident:	au accident. T.E.2 Mino			•
Specify damaged area:				
RESOLUTION SOUGHT: 1 PREFER ORAL HEARING	DOCUMENT ONLY HEARING		RETURN ALL CO	PIES OF THIS FORM TO:
For Suzuki to			National Cente	r for Dispute Settlement
Buy back the vehicle	and assist with purchase 02 Dec, DATE	se okolar	P.O. Box 609 Mt. Clemens, M	Al 48046
X	02 Dec,	2008	(888) 571-1837	
	DATE			Part#99963-01501-238





KIA 10501 W. PAPAGO FREEWAY AVONDALE, ARIZONA 85323 www.avondaleauto.com MAIN (623) 298-1200 SERVICE FAX (623) 298-1111 7-6 M-F 8-5 SAT.



CHRYSLER-JEEP

10055 W. PAPAGO FREEWAY

WONDALE, ARIZONA 85323

WWW. BOONDISERVICE FAX (623) 298-1100

SERVICE FAX (623) 298-1212

7-6 M-F 8-5 SAT.



DODGE

10101 W. PAPAGO FREEWAY AVONDALE, ARIZONA 85323 www.avondaleauto.com MAIN (623) 925-0011 SERVICE FAX (623) 925-0215 7-6 M-F 8-5 SAT



SUBARU

10601 W. PAPAGO FREEWA AVONDALE, ARIZONA 85323 www.avondaleauto.com MAIN (623) 298-1212 7-6 M-F 8-5 SAT.



MITSUBISHI 10555 W. PAPAGO FREEWAY AVONDALE, ARIZONA 85323 www.avondaleauto.com



INSMES 607544 <u>111726</u>/08 TAG NO. 6851 8816 GEORGE DOBOS CUSTOMER NO. 128970 STS80871 MILEAGE WHITE WATER LICENSE NO. 8,412 LABOR RATE DELIVERY MILES YEAR/MAKE/MODEL 08/SUZUKI/SX4/SX4 SPORT_ROAD TRIP °68785768 PRODUCTION DATE 94886 J S Z Y C 4 1 7 5 8 AVONDALE, AZ 5 CUSTOMER NO. 11726/08 P.O. NO. ET.E. NO. MO: 8417 COMMENTS

INTERNAL TECH(S): 5446 ATR BAG WARNING LIGHT DIAGNOSIS.
LOOK UNDER SEAT FOR BOTTLES AND CHECK CONNECTION AND IT WAS GOOD NO BOTTLES FOUND SCAN FOR CODES HAD A DATA INVAILD BI318 ALL WIRING IS GOOD AND IT WORKS FOR US WE CAN WORK RIGHT ALL TIMES. J# 1 23SMZ05 RESET ALL DATA FOR AIR BAG WEIGHT SENSORS ON PASSENGER SIDE AND RECHECK DATA LIST AND WE ARE FINE WORKS TO SPEC. FOR SENSORS 0.00 JOB # 1 TOTAL LABOR & PARTS TOTALS: --* NEXT RECOMMENDED SERVICE: 32.95 LOF * 01/07/2009 / 11417 MI 26SMZ07 0.00 TOTAL LABOR. THANK YOU FOR DOING YOUR BUSINESS WITH US AT AVENDALE SUZUKI WE ARE DEVOTED TO PROVIDING QUALITY SERVICE AT EVERYDAY LOW PRICES. 0.00 TOTAL PARTS 0.00 TOTAL SUBLET 0.00 TOTAL G.O.S. 0.00 TOTAL MISC CHG. TOTAL MISC DISC 0.00 0.00 TOTAL TAX: CHARGE# CHARGE.... 0.00 RYAN. TOTAL INVOICE \$ DISCOVER CHECK# CHECK:... MASTERCARD. VISA AMF X THE CUSTOMER ACKNOWLEDGES UNDERSTANDING OF THE SERVICE **
REPAIRS AND QUALITY INSPECTION PERFORMED ON THEIR VEHICLE* CASHIER S INITIALS

Thank you for this opportunity to serve you. If our service was satisfactory tell your friends: If not please tell us immediately.

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CUSTOMER SIGNATURE





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MITSUBISHI 1911 SUDISHI 10555 W. PAPAGO FREEWAY AVONDALE, ARIZONA 85323 www.avondaleaulo.com MAIN (623) 298-1234 SERVICE FAX (623) 298-1222 7-6 M-F 8-5 SAT.



VONDALE, AZ OK & PARTS 1 18SMZ DRIVEABILTY CONCERN C/S PASS AIR BAG LITE COMES ON EVE IS IN THE SEAT TESTING PASSENGER SEAT FOR THE AIR SUZUKI AND THEY SIAD REPLACE SEAT REPLACE SEAT FOR THE WIEGHT SENSOR TEST DRIVE	YEAR / MAKE / MO 08 / SUZUK: VEHICLE ID. NO. J S 2 Y FT.E. NO.	I/SX4/SX4	4 SPORT		7,543 TRIP	WHITE WATER DELIVERY DATE 08/05/08 SELLING DEALER NO. 94886	S80871 DELIVERY MILES 5
UR & PARLS 1 18SMZ" TO DRIVEABLETY CONCERN OF SUBJECT	08/SUZUK: VEHICLE ID. NO. J S 2 Y FT.E. NO. COMMENTS	I/SX4/SX4	5 8 5		TRIP		5
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TS QTY FP NUMBER DESCRI	DTTON		JIMIT BD	tor.		your friends: if n	
# 1 1 85101-80351-EDV CUSHIO	N ASSY FR	JOB # 1			WARRANTY 0:00	immediately.	
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# 1 606729 194149 11/13/08 RENTAL	-194149	701	AL - SUB	LET	WARRANTY 0.00	all warranties, e	ither express
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		TC	TAL GO	G	0.00	particular purpose neither assumes n	
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ALS						herein does not app by law.	ly where prohib
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EXT RECOMMENDED SERVICE: 2/16/2008 / 10543 MI 26SMZ07 32:95 ************************************	LOF		*				
NK YOU FOR DOING YOUR BUSINESS WITH US AT			L LABOR.		0.00		
NDALE SUZUKI WE ARE DEVOTED TO PROVIDING LITY SERVICE AT EVERYDAY LOW PRICES.		TOTA TOTA	L PARTS. L SUBLET		0.00		
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CASH CHARGE CHARGE#:		101A 70TA	NL MISC D NL TAX	ISC	0.00 0.00		
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THE CUSTOMER ACKNOWLEDGES UNDERSTANDING OF TI EPAIRS AND QUALITY INSPECTION PERFORMED ON TI	等。所用,对 18.11.120 120 120 A.T. A.T. A.T. A.T. A.T. A.T. A.T. A.T						
	HEIR VEHICLE*						
CASHIER'S INITIALS,	••••••••••••						
CUSTOMER SIGNATURE							

[END OF INVOICE] 05:31pm







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10555 W. PAPAGO FREEWAY AVONDALE, ARIZONA 85323



803 E. VAN BUREN NDALE, ARIZONA 85

STEVE KJAER	. 8		6320	10/25/08	SMCS602	2241
LABOR RATE	LICENSE NO.	MILEAGE	6,326	WHITE WATER	\$80871	
YEAR/MAKE/MODEL 08/SUZUKI/S	X4/SX4 SPOR	T ROAD	TRIP	08/05/08	DELIVERY MILES	5
VEHICLE I.D. NO. J S 2 Y C	4 1 7 5 8 5	5		LLING DEALER NO.	PRODUCTION DA	ATE .
F.T.E. NO.	P.C	D		10753/08	CUSTOMER NO.	
COMMENTS					мо: 6	532
TECH(S)	:5446		WARRANTY			
TO STOP SIGNS HING TO BE NORMA						
	THE STATE OF THE PARTY OF THE P	March Control of Control Control Control				
2	STEVE KJAER LABOR RATE YEAR/MAKE/MODEL 08/SUZUKI/S VEHICLE I,D. NO. J S 2 Y C FT.E. NO. COMMENTS TECHOS TO STOP SIGNS	STEVE KJAER LABOR RATE LICENSE NO. YEAR/ MAKE / MODEL 08 / SUZUKI / SX4 / SX4 SPOR VEHICLE I.D. NO. J S 2 Y C 4 1 7 5 8 5 FT.E. NO. COMMENTS TO STOP, SIGNS	STEVE KJAER 8590 LABOR RATE LICENSE NO. MILEAGE YEAR / MAKE / MODEL 08 / SUZUKI / SX4 / SX4 SPORT ROAD VEHICLE I.D. NO. J S 2 Y C 4 1 7 5 8 5 FITE. NO. PO. NO. PO. NO. TO STOP, SIGNS	VEAR/MAKE/MODEL 08/SUZUKI/SX4/SX4 SPORT ROAD TRIP VEHICLE ID NO. J S 2 Y C 4 1 7 5 8 5 FILE NO. POWER COMMENTS WARRANLY TO STOP SIGNS	LABOR RATE LICENSE NO. MILEAGE 6,326 WHITE WATER YEAR/MAKE/MODEL 08/SUZUKI/SX4/SX4 SPORT ROAD TRIP 08/05/08 VEHICLE I,D. NO. J S 2 Y C 4 1 7 5 8 5 FITE. NO. POWER 10/23/08 COMMENTS LINE DELIVERY DATE 08/05/08 LLINE DELIVERY DATE 08/05/08 L	LABOR RATE LICENSE NO. MILEAGE 6,326 WHITE WATER STOCK NO. 71 YEAR / MAKE / MODEL 08/SUZUKI/SX4/SX4 SPORT ROAD TRIP 08/05/08 VEHICLE I,D. NO. J S 2 Y C 4 1 7 5 8 5 FITE. NO. PO. TO 10/23/08 COMMENTS MO: 6 WHITE WATER STOCK NO. 7880871 DELIVERY MILES 08/05/08 PRODUCTION DAY 10/723/08 CUSTOMER NO. 6 WHITE WATER STOCK NO. 7880871 DELIVERY MILES 08/05/08 PRODUCTION DAY 10/723/08 CUSTOMER NO. 6 WHITE WATER STOCK NO. 7880871 DELIVERY MILES 08/05/08 PRODUCTION DAY 10/723/08 MO: 6

PARTS-----DESCRIPTION----JOB # 1 TOTAL PARTS 0.00 JOB # 1 TOTAL LABOR & PARTS 0.00 170,00 # 2 Z3SMZ BODY CONCERN TECH(S):5446 CUST ORDERED CENTER CONSOLE

WE PUT IN CENTER CONSOLE AS PRE CUSTOMER CENTER CONSOLE IS IN PRE CUSTOMER PARTS-----DESCRIPTION--UNIT PRICE

JOB # 2 TOTAL PARTS 0.00 JOB # 2 TOTAL LABOR & PARTS 170.00

E 54018 1 15 TECH(S) 25446 4 W WARRANTY J# 3 23SMZ05 ATR BAG LIGHT AIR BAG WARNING LIGHT DIAGNOSIS. SCAN FOR CODES FOUND B1318 OCM ERROR RAN TEST FOR THIS CODE AND 17 PASS THIS IS FOR WEIGHT FOR PASSENGER SIDE AND IT WORKS

PARTS _____QTY-_EP-NUMBER----------DESCRIPTION-----------UNIT PRICE-JOB # 3 TOTAL PARTS

JOB # 3 TOTAL LABOR & PARTS

U# 4 23SMZD1 BODY CONCERN STECH(S) 5446 C/S CASE ON CENTER OF DASH FOR NAV. SYSTEM WONT SHUT FOUND OUT THAT YOU HAVE TO PUSH DOWN TO OPEN AND YOU HAVE PUSH DOWN TO LOCK IT TO PUSH DOWN TO LOCK AND PUSH DOWN TO OPEN

0.00 JOB # 4 TOTAL LABOR & PARTS 0.00

D# 5 DSMZO4 BRAKE INSPECTION

PERFORM FREE BRAKE INSPECTION

C/S FRT BRAKES MAKING NOISE

FOUND WHEN TEST DRIVING CAR THAT ROTORS ON THE FRT ARE GLAZE

UP FROM PADS ON FRT TECH(S):5446

WE PUT DN FRT PADS MKO5RO 6 TRUN ROTORS MKO1RO1.5 CC43 DC39

PARTS-----OTY---FP-NUMBER------ DESCRIPTION --JOB # 5 1 55810-80J00 PAD SET.DISC BR

WARRANTY

0.00

0.00

PAGE 1 OF 2 CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 04:05pm

your friends: if not please tell us immediately.

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Any warranties of the products sold hereby are those of the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorized any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.





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128970	ADVISOR STEVE KJAER	8590	0 6320	10/25/08	SMCS60224
	LABOR RATE	LICENSE NO.		COLOR WHITE WATER	STOCK NO S80871
VOLUME TO THE PARTY OF THE PART	YEAR/MAKE/MODEL 08/SUZUKI/S	x4/SX4 SPORT I		DELIVERY DATE 08/05/08	DELIVERY MILES 5
VONDALE, AZ	VEHICLE I.D. NO.			ELLING DEALER NO. 94886	PRODUCTION DATE
	F.T.E. NO.	P.O. 1		10/23/08	CUSTOMER NO.
	COMMENTS				MO: 632
	J.	B# 5 TOTAL PART	S0_00		15 day (19 day 19 d
	JOB # 5	OTAL LABOR & PART	S: 0:00		
6 23SMZ02 BODY CONCERN C/S PHONE BUTTONS & BLUE LITE IS OF	F ON THE CELLIN	5446 r. dashi <u>ali</u> mbi	NE WARRANTY	Thank you for this o	pportunity to ser
YOU HAVE TO READ BOOK ON THIS BECAL SYSTEM HAVE TO TALK TO FACH OTHER	SE YOUR PHONE AN	id N av		you, If our service v	and the state of t
TO BE ONE SO WHEN YOUR PHONE RINGS IN: YOU JUST PUSH A BUTTON ON NAV	YOU DO NOT HAVE	TO PLUGE		your friends: if n immediately.	ot please tell
RTSQTYPP-NUMBERDESCRIF	TION	PUNIT PRIC	É		TAKAD DANITIKO
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		OTAL LABOR & PART	S 0.00	hope when the for the company to have been as	
BLET PO# VEND INV# INV.DATE DESCRIF 3 # 1 606656 10/25/08 RENTAL-	TION D193703		WARRANTY	The seller hereby all warranties, e	
		TOTAL - SUBLE		implied, including a of merchantability	
TALS				particular purpose	e, and the sel
<pre>************************************</pre>	prapodujekana 6.56 AKFC	*********		neither assumes rother person to a	
NEXT RECOMMENDED SERVICE: 11/27/2008 / 9326 MI 26SMZ07 32.95 1	OF *******	*		liability in connecti-	on with the sale
NNK YOU FOR DOING YOUR BUSINESS WITH US AT		TOTAL LABOR		said products. Any herein does not app	
ONDALE SUZUKI WE ARE DEVOTED TO PROVIDING ALTRY SERVICE AT EVERYDAY LOW PRICES:		TOTAL PARTS TOTAL SUBLET: .	. 0.00	by law.	
**************************************	*******	TOTAL G.O.G TOTAL MISC CHG	0.00		
CASH CHARGE CHARGE#	*	TOTAL MISC DIS TOTAL TAX	C 0.00		
CHECK DISCOVER MASTERCAF	* n *	TOTAL INVOICE	E\$ 170.00		
THE CUSTOMER ACKNOWLEDGES UNDERSTANDING OF TH					
REPAIRS AND QUALITY INSPECTION PERFORMED ON THE	EIR VEHICLE*				47 - 10
CASHIER'S INITIALS	*				
CUSTOMER SIGNATURE ************************************	INVOIC	*******	******		
				2.00	

[END OF INVOICE] 04 05pm





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CUSTOMER NO. 128970		OVISOR	D	OF OO TAG N	0.	INVOICE DATE 10/17/08	INVOICE NO SMCS601340
120570		TEVE KJAE	LICENSE NO.	8590 MILEAGE	6187	COLOB	STOCK NO. 71
	Y	EAR / MAKE / MODE			5,829		DELIVERY MILES
AVONDALE, AZ)8/SUZUKI/ HICLE I.D. NO.	SX4/SX4	SPORT ROAD	TRIP	08/05/08	PRODUCTION DATE
		IS2YC	4 1 7 5			SELLING DEALER NO. 94886	
		r.e. no.		P.O. I		10/17/08	CUSTOMER NO.
	O	OMMENTS					мо: 5829
J# 1 09SMZ L LNGIN	E CONCERN .	TECH(S	0:7155		WARRANTY		
C/S ENGINE WO HARD START	ULD NOT START, & WHEN DE	RIVING VEH WA	NTS TO DIE				
DIAG AND WAS	UNABLE TO DUPLICATE CUS ODES AND BATT. AND CHARG	T. COMPLIANT	AND FOUND			Thank you for this o	opportunity to serve
TO BE WORKING	FINE AT THIS TIME					you. If our service	· · · · · · · · · · · · · · · · · · ·
		JOB # 1	TOTAL LABO	r & Parts	0.00	your friends: if rimmediately.	ot please tell us
TOTALS							
**************************************				DISCLAIMER OF WARRANTIES: Any warranties of the products sold:			
* 11/21/2008 / 8829 MI 2	6SMZ07 32.95 LOP	. * * * * * * * * * * * * * * * * * *	*****	*		hereby are those of	of the manufacturer.
THANK YOU FOR DOING YOUR B				LABOR	0.00	The seller hereby all warranties, a	
AVONDALE SUZUKT WE ARE DEV	OTED TO PROVIDING		TOTAL	PARTS	0.00	implied, including a	iny implied warranty
********		******	TOTAL	G:0.G. MISC CHG.	0.00 0.00	of merchantability particular purpos	
* CASH		*	TOTAL	MISC DISC	0.00	neither assumes i	nor authorized any
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* AMEX		*	IUIAL	INVOICE \$	0.00	said products. Any	limitation contained
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128970	ADVISOR STEVE KJAE	R	3590 TAG:N	o. 6134	10/10/08	SMCS60027
	LABOR RATE	LICENSE NO.	MILEAGE	5,105	WHITE WATER	STOCK NO. S80871
AVONDALE, AZ		SX4/SX4 SPOI	RT ROAD	TRIP	DELIVERY DATE 08/05/08	DELIVERY MILES
	J S 2 Y C	41758	5		SELLING DEALER NO. 94886	PRODUCTION DATE
	F.T.E. NO.	·	20.	•	10710/08	CUSTOMER NO.
	COMMENTS					MO: 510
ABOR & PARTS # LI 23SMZ. BODY CONCERN C/S AIR BAG LITE STAYS ON IN PASS DIAGNOSIS, DTC B1312 TRACE TO II IN PASS, SEAT MAT. QD01R0, 7 CC99 REMOVED AND INSTALLED A NEW SEAT	SEAT VIERMITTENT OPEN DC99 CUSHION ON RT FR	T SEAT.		WARRANTY	Thank you for this o	The state of the s
ARTS OTY FP NUMBER DESCR OB # 1 1 85101-80JS1-EDV CUSHI	IPLION ON ASSY FR	JOB # 1 TOTAL	PRICE- Parts	WARRANTY 0.00	your friends: if n immediately.	ot please tell
OTALS	JOB # .1	TOTAL LABOR &	PARTS	0.00	DISCLAIMER OF	the products s
**************************************		*********** * *			hereby are those of The seller hereby of all warranties, e	expressly disclai
HANK YOU FOR DOING YOUR BUSINESS WITH US AT VONDALE SUZUKI WE ARE DEVOTED TO PROVIDING UALITY SERVICE AT EVERYDAY LOW PRICES.		TOTAL LABO TOTAL PART TOTAL SUBL TOTAL G.O. TOTAL MISC	S ET G	0.00 0.00 0.00 0.00 0.00	implied, including a of merchantability particular purpose neither assumes rother person to a	or fitness for e, and the se or authorized a assume for it a
CASH CHARGE CHARGE# CSC	·*	TOTAL MISC TOTAL TAX	DISC	0.00 0.00 0.00	liability in connection said products. Any herein does not app	limitation contain
AMEX VISA MASTERC. THE CUSTOMER ACKNOWLEDGES UNDERSTANDING OF REPAIRS AND QUALITY INSPECTION PERFORMED ON	ARD. * THE SERVICE * THEIR VEHICLE*	I U I A L	OIGE 4	UJUU	by law.	
CASHIER'S INITIALS						

407-27224 AADA SERVICES, INC





KIA

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SUBARU 10601 W. PAPAGO FREEWAY AVONDALE, ARIZONA 85323 www.avondaleauto.com MAIN (623) 298-1212 7-6 M-F 8-5 SAT.



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IVII I SUBISHI 10555 W. PAPAGO FREEWAY AVONDALE, ARIZONA 85323 www.avondaieauto.com MAIN (623) 298-1232 SERVICE FAX (623) 298-1222 7-6 M-F 8-5 SAT.



SUZUKI 803 E. VAN BUREN AVONDALE, ARIZONA 85323 WWW.avondaleauto.com MAIN (623) 925-5300 SERVICE FAX (623) 925-5352 7-6 M-F 8-5 SAT.

JOB # 1 TOTAL 1 TOTAL LABOR & S).5446 SS. ARM GOES OFF	PRICE - PARTS PRICE - PARTS PARTS PARTS	3,375 TRIP **INTERNAL 0.00 0.00	Thank you for this or you. If our service your friends, if n immediately. DISCLAIMER Of hereby are those or The seller hereby are implied, including a of merchantability particular purpose neither assumes or neither assum	pportunity to serve vas satisfactory tell of please tell us "WARRANTIES the products sold the manufacturer expressly disclaims ither, express or ny implied warranty or fitness for a
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S) 5445 JOB # 1 TOTAL 1 TOTAL LABOR & S) 5446 ARM GOES OFF JOB # 2 TOTAL 2 TOTAL LABOR & S) 5446	PRICE-PARTS PRICE-PARTS PRICE-PARTS PRICE-PARTS PRICE-PARTS	0.00 0.00 WARRANTY 0.00 0.00	Thank you for this of you. If our service a your friends, if n immediately. DISCLAIMER Of Any warranties of hereby are those of The seller hereby all warranties, e implied including a of merchantability particular purpose neither assumes in	pportunity to serve vas satisfactory tell of please tell us. WARRANTIES the products sold the manufacturer expressly disclaims lither, express or ny implied warranty or fitness for a sand the seller.
JOB # 1 TOTAL 1 TOTAL LABOR & S) 5446 TOTAL ARM GOES OFF JOB # 2 TOTAL 2 TOTAL LABOR & S) 5446	PRICE PARTS PARTS PRICE PARTS A PARTS	0.00 0.00 WARRANTY 0.00 0.00	you. If our service a your friends, if n immediately. DISCLAIMER Of Any warranties of hereby are those of The seller hereby all, warranties, e implied, including a of merchantability particular purpose neither assumes r	pportunity to serve was satisfactory tell of please tell us "WARRANTIES the products sold the manufacturer expressly disclaims ither, express or ny implied warranty or fitness for a
JOB # 1 TOTAL 1 TOTAL LABOR & S) 5446 TOTAL ARM GOES OFF JOB # 2 TOTAL 2 TOTAL LABOR & S) 5446	PRICE PARTS PARTS PRICE PARTS A PARTS	0.00 0.00 WARRANTY 0.00 0.00	you. If our service a your friends, if n immediately. DISCLAIMER Of Any warranties of hereby are those of The seller hereby all, warranties, e implied, including a of merchantability particular purpose neither assumes r	vas satisfactory tell of please tell us "WARRANTIES the products sold the manufacturer expressly disclaims ither express or ny implied warranty or fitness for a
JOB # 1 TOTAL 1 TOTAL LABOR & S) 5446 TOTAL ARM GOES OFF JOB # 2 TOTAL 2 TOTAL LABOR & S) 5446	PRICE PARTS PARTS PRICE PARTS A PARTS	0.00 0.00 WARRANTY 0.00 0.00	you. If our service a your friends, if n immediately. DISCLAIMER Of Any warranties of hereby are those of The seller hereby all, warranties, e implied, including a of merchantability particular purpose neither assumes r	vas satisfactory tell of please tell us "WARRANTIES the products sold the manufacturer expressly disclaims ither express or ny implied warranty or fitness for a
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1 TOTAL LABOR & S).5446 S. ARM GOES OFF JOB # 2 TOTAL 2 TOTAL LABOR & S).5446	PARTS PRICE- PARTS PARTS	0.00 WARRANTY 0.00 0.00	your friends if n immediately. DISCLAIMER Of Any warranties of hereby are those of The seller hereby all warranties, e implied including a of merchantability particular purpose neither assumes in	WARRANTIES the products sold the manufacturer. expressly disclaims ither express or ny implied warranty or fitness for a
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ARM GUES OFF UNIT JOB # 2 TOTAL 2 TOTAL LABOR & S) 5445	PRICE PARTS PARTS	0.00 0.00	Any warranties of hereby are those of The seller hereby all, warranties, e implied, including a of merchantability particular purpose neither assumes in	the products sold the manufacturer. expressly disclaims of the express or ny implied warranty or fitness for a c, and the seller
2 TOTAL LABOR & S)*5446	PARTS	0.00	hereby are those of the seller hereby all, warranties, exampled, including a of merchantability particular purpose neither assumes r	the manufacturer expressly disclaims of the express or ny implied warranty or fitness for a and the seller
2 TOTAL LABOR & S)*5446	PARTS	0.00	The seller hereby of all warranties, e implied including a of merchantability particular purpose neither assumes r	expressly disclaims lither express or ny implied warranty or fitness for a c, and the seller
2 TOTAL LABOR & S)*5446	PARTS	0.00	implied including a of merchantability particular purpose neither assumes r	ny implied warranty or fitness for a c, and the seller
S)*5446			particular purpose neither assumes r	, and the seller
			neither assumes r	
			liability in connection	ssume for it any
	-PRICE	WARRANTY	said products. Any herein does not app	imitation contained
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JOB # 3 TOTAL 3 TOTAL LABOR &	ELL ONLY			
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SOUND D	217			
UNIT	PRICE:			
4年1月1日日本中国的公司第二届中国公司的公司第二日	The state of the s			
4 TUTAL LABUR 8	A PARIS	0.00		
	CIDIET	INTERNAL 0:00		
	4 TOTAL LABOR-8	UNIT PRICE JOB # 4 TOTAL PARTS 4 TOTAL LABOR & PARTS TOTAL - SUBLET	4 TOTAL LABOR & PARTS - 0.00	4 TOTAL LABOR & PARTS 0.00

CONTINUED ON NEXT PAGE 04:05pm



HEARING CONFIRMATION

Customer

Avondale, AZ

Manufacturer

American Suzuki Motor Corporation Eastern Region P.O. Box 1100 Brea, CA 92822

Arbitrator(s)

Kathleen Foster

Case #: A02-1208-003 Vin #: JS2YC417585

Dear Parties:

This is to confirm the following hearing arrangements:

Hearing Date:

01/06/2009

Hearing Time:

10:00 AM

Hearing Location:

Avondale Suzuki

Address:

1425 N. 8th Street

Avondale, AZ 85323-1511

Hearing Phone:

623-298-1100

Thank you for your consideration in scheduling and keeping this appointment. Please be prepared to proceed with any of your witnesses or other evidence including bringing your vehicle to the hearing for inspection. Please contact NCDS immediately in the event that circumstances necessitate a change of hearing date or time.

For the Arbitrator(s)

Date



National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870 Fax: (586) 790-4774

January 6, 2009

Avondale, AZ

American Suzuki Motor Corporation Eastern Region P.O. Box 1100 Brea, CA 92822

RE:

CASE # A02-1208-003

Dear Parties:

Enclosed is the signed Mediation Settlement Agreement in the above referenced case.

Thank you for your participation in the dispute settlement process. NCDS appreciates the opportunity to have been of service in this matter and will close the case at this time.

Sincerely,

NCDS

Allisia Powell x.118 Case Administrator

National Center For Dispute Settlement

Settlement Agreement Form

In the matter of:

Michael Schwartz

And

American Suzuki Motor Corporation (Suzuki)

CASE#: A02-1208-003

VIN#: JS2YC417585

The complaint(s) were set forth on a "Customer Claim Form" received by NCDS are summarized as follows:

The Customer asserts claims of the passenger side air bag warning light remaining on when a passenger is sitting in the vehicle.

The parties named above have agreed to the following settlement as the basis for a resolution of the issue(s) brought forth in this arbitration claim.

American Suzuki Motor Corporation hereby offers to repurchase the Customer's vehicle.

VIN# as stated above, pursuant to the following terms:

The Customer shall be charged a mileage offset for his reasonable use of the vehicle for the current mileage of 9,990 miles.

American Suzuki Motor Corporation will:

Refund the amount the Customer paid for the vehicle at the time of purchase as shown on the Bill of Sale or contract.

Refund the sales tax paid by the Customer, unless the state will refund the tax to the Customer.

Refund the license, title and documentation fees paid by the Customer at the time of purchase.

Refund the cost of a Suzuki service contract, if one was purchased.

Refund the cost of Suzuki accessories the Customer paid extra to have installed on the vehicle. (The Customer will be required to provide receipts to establish value of the accessories).

Deduct any cash rebates the Customer received as an incentive to purchase the vehicle.

Deduct any "over-allowance" or "negative equity" for a trade-in vehicle, if any.

Require that the Customer provide a copy of the original purchase contract.

Require that the Customer provide authorization to the lien holder, when needed, to provide the Manufacturer with lien payoff information.

Require that the Customer transfer a clear title (lien free) for the vehicle to the Manufacturer at the time the Customer receives the refund.

Require that the vehicle is damage free at the time the Customer receives the refund.

Require that all equipment and any accessory for which the Customer is receiving a refund is on the vehicle at the time the Customer receives the refund.

Require that the Customer sign a statement to attest to the fact that the vehicle was or was not previously damaged and repaired.

[X] I agree with the above settlement and hereby request my case be closed by NCDS. However, I understand that I may file new claim with NCDS if the issue(s) return or American Suzuki Motor Corporation fails to comply with this agreement.

Upon receipt of this Settlement Agreement, American Suzuki Motor Corporation, shall have thirty (30) days to comply with this Settlement Agreement.

	and the same of th	05 JAN 2009	
Customer		Date:	
Wall	· .	1/5/09	_
Manufacturer		Date:	

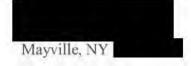


National Center for Dispute Settlement

43230 Garfield • Suite 130 Clinton Township, MI 48038 (800) 936-4303 (586) 226-2470

Fax: (586) 226-2559

July 1, 2013



RE: CASE # A02-0713-002

Dear

Your request for arbitration within the Suzuki Dispute Settlement Program has been received.

Your application for arbitration states that the nonconformity is an item(s)/system(s) that is no longer within the warranty period. The arbitration process has jurisdiction on service issues related to Suzuki's new vehicle limited warranties. Therefore, your claim is not eligible for the arbitration process.

Although we are unable to assist you with this matter, we appreciate the time you took to explore this situation with NCDS.

Sincerely,

NCDS

Diane Kimbrough x.120 Case Administrator

Orail Kinh

cc: Northern Region

402-0713-002 NCDS CUSTOMER NAME AND ADDRESS JUL 0 1 2013 Mrs. Ms. Mr. Last ECEIVEN First Name Street Add Zip Cod City MAYWILD State None Fax (Day Pho vening Phone (VEHICLE INFORMATION Delivery Date: Name(s) on the vehicle tit Vehicle Identification Number (VIN): J 5 3 T 00 4 2 7 9 4 Year: 2009 Current Mileage: 35457 GVT Make: SUZUKI Model: X NO Is this a leased vehicle: YES

Selling Dealer and Address: AUTO EXPRESS SUZUKI, 10320, WATTSBURGRD, ERIC PA 16509

Servicing Dealer(s) AUTO EXPRESS SUZUKI, 1032WATTSBURG RD, ERIC PA16509

If YES, lessor's name and address:

Suzuki Customer Claim Form

CASE NUMBER:

Problem	List dealer or dealers which have repaired or attempted to repair (list city and state)	List the date, mileage, and repair order number for each repair	Does the problem currently exist?
Example: Check Engine Light On	Autoworld Anytown, USA	04/25/07 3,500 miles RO #586004	□YES ⊠NO
RT. FRONT SEAT CUSHION	auto Cypren Suzuki 1032 WATTS BUGAO. Eric, PA 16509	6-19-13 = 35457 NOT REPAIRE!	YES DNO
0.000	con tares		☐ YES ☐ NO
			☐YES ☐NO
			☐ YES ☐ NO
			☐YES ☐ NO
Specify damaged area: RESOLUTION SOUGHT:	ARING & DOCUMENT ONLY HEARING	G RETURN ALL COP	
suithflut Cont	To me by soon as pour	Mt. Clemens, MI 48 (888) 571-1837	046 Part #99963-01501-2

I NEED A FRONT SEAT CUSHION

I FEEL THIS IS A FACTORY

DEFECT. I SHOULD NOT HAVE TO

PAY FOR SOMETHING THAT WAS YOUR

FAULT, THIS IS MORE THAN I CAN

AFFORD I WOULD NOTATO LOSE APASSANGER

BECAUSE OF THIS DEFECTION : CAN BE

DANGEROUS FIND CAUSE OF LIFE

MAYVILLE, N.Y

P.S YOUR REPRESENTATIVE WAS VERY RUDE AND HUNG UP ON ME
Please reply

Auto Express Suzuki

10320 Wattsburg RD 10320 WATTSBURG RD Erie, PA 16509 814-825-4747

Repair Order Invoice

R/O Number: 39618

Invoice Number: 112899

Date In: 6/19/2013

Today Date: 6/19/2013

Date Promised: 6/19/2013

Date Closed: 6/19/2013

Cashier: JOSHUA BELDEN

Repair Order For:

MAYVILLE, NY

Description:

Units For This Repair Order

Make

Model

VIN/Serial No.

Service Writer: Plate

Key Board

Miles

35457

SUZUKI 2009

GRAND VITARA

JS3TD042794

Job: JOB#1 SCAN AIR BAG LIGHT

Job For: 2009 SUZUKI GRAND VITARA JS3TD042794

Description

NOT CURRENTLY ON

Labor

Description

Job Code

Technician

Quantity

Line Total

DIO

DANIEL C WIKE

0.3 Hours

\$26.70

Resolution

\$26.70

Recommendations

CODES B1319

B1318 NEEDS RF SEAT CUSHION

Job Subtotal

Labor Subtotal

\$26.70

Job: JOB#2 CHECK RF SEAT BELT ASSY

Job For: 2009 SUZUKI GRAND VITARA JS3TD042794100553

Description

CUSTOMER STATES THAT THE LIGHT WOULD NOT GO OUT EVEN WITH

THE SEAT BELT BUCKLED

Job Subtotal

\$0.00

RIGITT FRONT SCAT CUSHION-131319

Auto Express Suzuki

10320 Wattsburg RD 10320 WATTSBURG RD Erie, PA 16509 814-825-4747

Repair Order

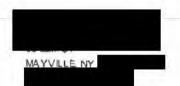
R/O Number: 39641

Date In: 6/20/2013

Today Date: 6/20/2013

Date Promised: 6/20/2013

Date Closed:



Unit Name

Location

Units for this Repair Order

Service Writer:

Year

Make

Model

VIN / Serial No.

Colbr

Plate

Key Board

Miles

SUZUKI 2009

GRAND VITARA

JS3TD042794

RED

Job: JOB#1 ESTIMATE TO REPLACE SEAT CUSHION

Job For: 2009 SUZUKI GRAND VITARA JSST004279

Description

Parts

Part Number

Quantity Description

Each Price

Extension

85101-65JR5-JVB

1 CUSHION ASSY RF

\$957.62

\$957.62

Parts Subtotal

\$957.62

Labor

Description

Job Code

Technician

Quantity

Line Total

INSTALL RF SEAT CUSHION

DANIEL C WIKE

1 Hours

\$89.00

Labor Subtotal Job Subtotal

\$89.00 \$1,046.62

Customer Job Totals

Parts

\$957.62

Labor

\$89.00

Total of Customer Jobs

\$1,046.62

Other Charges

ShopSupplies

\$1.78

Repair Order Subtotal

\$1,048.40

Auto Express Suzuki

10320 Wattsburg RD 10320 WATTSBURG RD Erie, PA 16509 814-825-4747

Repair Order

RVO Number: 39641

Date in: 6/20/2013

Today Date: 6/20/2013

Date Promised: 6/20/2013

Date Closed:

MAYVILLE, NY

Unit Name

Location

Sales Tax

\$62.90

Repair Order Total

\$1,111.30

Total Amount Due

\$1,111.30

Thank You For Your Business!

NO RETURNS ON ANY SPECIAL ORDERS

NO RETURNS ON ELECTRICAL PARTS!

RE-TORQUE LUG NUTS AFTER 1ST 50 MILES.

CUSTOMER SIGNATURE AUTHORIZES REPAIRS

CUSTOMER SIGNATURE





October 3, 2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

Painesville, OH

RE:

CASE # 1907011

Dear

This will confirm that you have selected the Expedited Dispute Settlement (EDS) process to be administered by the National Center for Dispute Settlement (NCDS). Accordingly, we have appointed Arbitrator, Gordon Laflin, to hear and decide your claim. Once we have obtained available dates from Arbitrator Laflin, we will call to schedule your hearing. The Arbitrator may decide to have your vehicle inspected by an Independent ASE Technical Inspector, who will contact you separately to arrange for the inspection.

While the EDS process is not a "Lemon Law" proceeding, the Arbitrator will consider the State "Lemon Law" in reviewing and deciding your claims. You should be familiar with the law and forward any additional relevant evidence, including ALL SERVICE REPAIR RECORDS, purchase or lease contracts and the like.

You may be contacted by a NCDS Phone Mediator prior to the hearing date in an attempt to help you and Suzuki reach voluntary agreements to resolve your dispute. Your cooperation in this mediation process is strictly voluntary, but it may prove to be beneficial in resolving or narrowing your dispute and will not, in any event, preclude you from exercising your rights under the arbitration process. While you conduct mediation, the arbitration process will continue in accordance with Federal Law.

NCDS will be responsible for monitoring the progress of this case and is available to answer any questions you may have about the arbitration process. You may call NCDS at 888-300-NCDS (6237).

Sincerely,

NCDS

Charlotte Evans x.124 Case Administrator

cc: American Suzuki Motor Corporation Gordon Laflin



October 1, 2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

Fax: (586) 790-4774

(586) 741-0870

RE:

Painesville, OH

CASE # 1907011

Dea

Your request for arbitration has been received. The arbitration process has jurisdiction on service issues related to the Suzuki's New Vehicle Limited Warranties, which cover repairs to any part that Suzuki supplies that is defective in materials or workmanship under normal use for a period of 36 months or 36,000 miles. Therefore, items/systems not covered under this warranty, such as RADIATOR, HUB, STEERING, AND AIR FLOW SENSOR are not eligible for the arbitration process. However, those items/systems covered under the vehicle's 5 year, 60,000 mile Powertrain Warranty, AIRBAG SENSOR, appear to meet the Suzuki Dispute Settlement Program parameters for eligibility and have been assigned the case number shown above.

You have the option of having an oral hearing or a "documents only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Suzuki will still be entitled to make their presentation. If you do not want an oral presentation, your dispute will be decided on the basis of documents submitted by all parties. You do not need to be present at a "document only" decision process. You will receive a call from NCDS to determine which process you have selected.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

You may be contacted by NCDS prior to the hearing date in an effort to help you and Suzuki reach voluntary agreements to resolve your dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed.

If you do not agree to any settlement offer, your dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Suzuki will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you may pursue any other legal remedies available to you.

To help expedite the processing of your case, please provide us with copies of your title, current registration and bill of sale or lease contract. Your participation in the Dispute Settlement Program does not relieve you of any obligation you have with the lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and is available to answer any questions you may have about the arbitration process. You may call NCDS, toll free at 888-300-NCDS (6237).

Sincerely.

Charlotte Evans x.124 Case Administrator

cc: American Suzuki Motor Corporation



10/01/2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

RE: CASE # 1907011

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker prior to the hearing date. As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

NCDS

Charlotte Evans x.124 Case Administrator

cc:

Suzuki Customer Claim Form

CASE NUMBER:

CUSTOMER NAME AND ADDRESS	1	l	
Mr. Mrs. Ms.			
	last	Name	
First Na	Lusi	Name	
Street A			
an On' and the	State 8 Miles	Zip Code	
CHY Painesville	aidle O (/ (C	III Gode	
Day Phone	ing Phone		
VENUE E INFORMATION			
VEHICLE INFORMATION			
Name(s) on the vehicle tit	<u> </u>	per ut	Homes -
Valida Idantification Number (VIII)	DE JS3TE941964	per un	5-1-01
	Model: Grand Uitra Year: 2000	Current Mileage: 41,000	2
Is this a leased vehicle: YES N If YES, lessor's name and address:	10 🔟		
If 125, lessor's name and address.			
Selling Dealer and Address:			
Ganley Auto M	Jack		
Servicing Dealer(s)			
Granley Bute M	wat t		
VEHICLE PROBLEM(S) (Attach legi	ble copies of repair orders or other doc	cuments to support your claim)	
Problem	List dealer or dealers which have	List the date, mileage, and repair order number for each	Does the problem currently exist?
	repaired or attempted to repair (list city and state)	repair	
Example:	Autoworld	04/25/07	□YES ⊠NO
Check Engine Light On	Anytown, USA	3,500 miles RO# 586004	
O. c. box			□YES □NO
Air bay		1200 B. 1200	,
Senisor	Granley	not su redates	EYE\$ □NO
radator	, ,	Regues miss	
	-		
hub breing		1	☐YÉS ☐NO
		\	
head light			APYES LINO
]		
Stepring wheel COL			YES NO
MAP out flow senisor	not reported		
Int /perfromation			RECEIVED
tire at 20,000	ا الله		
Has the Vehicle been involved in	an accident? 🔲 YES 🗓 NO		SEP 24 2007
If YES, give dates of accident:			
Specify damaged area:			N.C.D.S.
RESOLUTION SOUGHT:			ADIEC OF THE FORMATO:
I PREFER ORAL HEARING	DOCUMENT ONLY HEARING	· · · ·	OPIES OF THIS FORM TO:
	· · · · · · · · · · · · · · · · · · ·	P.O. Box 609	er for Dispute Settlement
I'm were a Da	most to drive down		MI 48046
	_ V	(888) 571-1837	
	9-6-07	·	Part#99963-01501-238
3(GNATOKEG)	DATE		



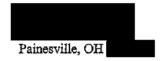
National Center for Dispute Settlement

October 3, 2007

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774



RE:

CASE # 1907011

Dear

Your request for arbitration has been received. The arbitration process has jurisdiction on service issues related to the Suzuki's New Vehicle Limited Warranties, which cover repairs to any part that Suzuki supplies that is defective in materials or workmanship under normal use for a period of 36 months or 36,000 miles. Therefore, items/systems not covered under this warranty, such as Radiator, Hub, Steering Wheel, and Tires are not eligible for the arbitration process. However, those items/systems covered under the vehicle's 7 year, 100,000 mile Powertrain Warranty, Airbag Sensor, appear to meet the Suzuki Dispute Settlement Program parameters for eligibility and have been assigned the case number shown above.

You have the option of having an oral hearing or a "documents only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Suzuki will still be entitled to make their presentation. If you do not want an oral presentation, your dispute will be decided on the basis of documents submitted by all parties. You do not need to be present at a "document only" decision process. You will receive a call from NCDS to determine which process you have selected.

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You may be contacted by NCDS prior to the hearing date in an effort to help you and Suzuki reach voluntary agreements to resolve your dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed.

If you do not agree to any settlement offer, your dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Suzuki will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you may pursue any other legal remedies available to you.

To help expedite the processing of your case, please provide us with copies of your title, current registration and bill of sale or lease contract. Your participation in the Dispute Settlement Program does not relieve you of any obligation you have with the lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and is available to answer any questions you may have about the arbitration process. You may call NCDS, toll free at 888-300-NCDS (6237).

Sincerely,

NCDS

Charlotte Evans x.124 Case Administrator

Where interests converge, agreements emerge



10/03/2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

ration

American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

RE:

CASE # 1907011

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker prior to the hearing date. As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

NCDS

Charlotte Evans x.124
Case Administrator

cc

Suzuki Customer Claim Form

CASE NUMBER:

CUSTOMER NAME AND ADDRESS			
Mr. Mrs. Ms.	<u>to de la fractional de</u>		
First Name		Name	•
Street Address			
city Painesoille	State @ Ni O	Zip Code	
Day Phon		×()	• !
VEHICLE INFORMATION			
Name(s) on the vehicle titl	eliv <u>e</u>	rv Date: - マノノのな .	lanel
Vehicle Identification Number (VII	W: JS3TE941964	ry Date: 3/ (O Co	5-1-07
Make: Syzubi	Model: Grand Uitra Year: 2000		
Is this a leased vehicle: YES 🗌 🗈	10 🔟		
if YES, lessor's name and address:			
Selling Dealer and Address:	Noel		
Servicing Dealer(s)			
Granley Auto M	will		
U	ible copies of repair orders or other doc	uments to support your claim)	
Problem	List dealer or dealers which have	List the date, mileage, and repair order number for each	Does the problem currently exist?
	repaired or attempted to repair (list city and state)	repair order number for each	
Example:	Autoworld	04/25/07 3,500 miles	∐ÝES ⊠NO
Check Engine Light On	Anytown, USA	RO# 586004	·
Air bay		1888 13. 2007	□YES □NO
seried	Ganley	Dot sure Date	
radator	, 0	solved miles	EYES □NO
	:	\	
hub breing	\ "	1	☐4YÉS □NO
head light		1	- GAYES ∠NO
Steering wheel Wil	mn	<u> </u>	NYES €NO
MAP CIPE LOW SCRISOR	NOA Lébourey		
Int perfromation		*	RECEIVED
tire at 20,000	<u> </u>	2	
Has the Vehicle been involved in If YES, give dates of accident:	an accident? YES 1MO		SEP 24 2007
Specify damaged area:			N.C.D.S.
RESOLUTION SOUGHT:		DETUDNIAN CO	
I PREFER ORAL HEARING	G DOCUMENT ONLY HEARING		PPIES OF THIS FORM TO: er for Dispute Settlement
	1.4.	P.O. Box 609	
	gred to drive you m	Mt. Clemens, I (888) 571-1837	
and mus while	9-6-07	0 (000) 37 1-1037	-
	DATE		Part#99963-01501-238



National Center for Dispute Settlement

October 9, 2007

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

Painesville, OH

RE: CASE # 1907011

Dear

Please find enclosed the Manufacturer's Response Form from Suzuki, a copy of which will also be forwarded to the Arbitrator(s). This form represents Suzuki's position with regard to the above referenced case. It neither constitutes a final decision nor does it necessarily reflect specific findings of fact. Any questions or comments you may have regarding this form should be documented **IN WRITING** and mailed to NCDS, no later than seven (7) days prior to any scheduled hearing date in order to allow for response.

NCDS is responsible for monitoring the progress of this case and will be happy to answer any questions you may have about the arbitration process. You may call NCDS, toll free, at 888-300-NCDS (6237).

Sincerely,

NCDS

Charlotte Evans x.124
Case Administrator

Enclosure: as noted

cerl

10/09/2007 10:48 FAX 847 885 9097

SUZUKI AUTO SCHAUMBURG

Ø 001

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER'S RESPONSE FORM

Manufacturer Information Dealer: Ganley Suzuki East Can the hearing be held at the servicing dealership? Yes No R/PD willing to mediate a settlement: Yes No Settlement Efforts	Case # 1907011 Start Date4/1/2007									
List any previous settlement offers made to the customer:None List any settlement offers you would like communicated to the customer: None Manufacturer's Statement Are the customer's concerns covered under Suzuki's Warranty? If no, please explain: Vehicles last reported mileage was 41927 therefore the Basic Warranty has Expired but the	East ⊠Yes □No									
Manufacturer's Statement Are the customer's concerns covered under Suzuki's Warranty? If no, please explain: Vehicles last reported mileage was 41927 therefore the Basic Warranty has Expired but the										
Are the customer's concerns covered under Suzuki's Warranty? If no, please explain: Vehicles last reported mileage was 41927 therefore the Basic Warranty has Expired but the	ist any settlement offers you would like communicated to the customer: None									
Powertrain Warranty is still on force										
Is the customer's vehicle currently unrepaired? ☐Yes ☑No Does the concern exist? ☐Yes ☑No Explain:	a ⊠No									
is the use, value or safety of this vehicle substantially impaired? ☐Yes ☒No Explain:	rimpaired? □Yes ⊠No									
is the number of repair attempts or number of days down accurate? ⊠Yes □No Explain:	own accurate?									
Please provide your position in regard to the customer's claim(s): The vehicle is operating as designed the only assistance to be provided is within the coverage of the vehicles warranty										
R/PD will participate ☐By phone ☐In Writing Return this form by: Person to contact in future: Kris Halbeck NCDS										
Fax: (586)790-4774 Phone:847-885-9590 Fax:847-885-9087	0 Fax:847-865-9097									



HEARING CONFIRMATION

Customer

Painesville, OH

Manufacturer

Eastern Region P.O. Box 1100 Brea, CA 92822

Arbitrator(s)

Gordon Laflin

Case #: 1907011 Vin #: J53TE941964

Dear Parties:

This is to confirm the following hearing arrangements:

Hearing Date:

10/31/2007

Hearing Time:

01:00 PM

Hearing Location:

Ganley Suzuki East

Address:

28840 Euclid Avenue

Wickliffe, OH 44092-2529

Hearing Phone:

440-585-1000

Thank you for your consideration in scheduling and keeping this appointment. Please be prepared to proceed with any of your witnesses or other evidence including bringing your vehicle to the hearing for inspection. Please contact NCDS immediately in the event that circumstances necessitate a change of hearing date or time.

For the Alexander

Date

August 30, 2007

Painesville, OH

RE: Service Request #1-124279072

Dear Mr.

Thank you for your inquiry. Please accept our sincerest apology for the difficulties you encountered with your 2006 Grand Vitara.

Our intention and hope is that we are able to provide a satisfactory resolution to your concerns. From your recent inquiry, it appears you experienced a problem that has not been resolved to your satisfaction, either through your authorized Suzuki dealer or through our Customer Relations team.

Your satisfaction is important to us. Therefore, we are enclosing a brochure about the Suzuki Dispute Resolution Program, which is additional assistance that may be available to you through the National Center for Dispute Settlement (NCDS), an independent organization that provides dispute-resolution services to resolve your complaint.

If we can be of further assistance, please feel free to contact our Customer Relations Department between the hours of 6:30 a.m. – 5:00 p.m., P.S.T. Our toll-free telephone number is (800) 934-0934, or feel free to visit our website at www.suzuki.com.

Thank you for allowing us the opportunity to serve you.

Sincerely,

Heather Ahlstrand

ather

Customer Relations Representative

Enclosure: Suzuki Dispute Resolution Program Brochure

AMERICAN SUZUKI MOTOR CORPORATION MANUFACTURER'S RESPONSE FORM

Customer Name VINJS3TE941964	Case # 1907011 Start Date4/1/2007									
Region Central Servicing Dealer:Ganley Suzuk Can the hearing be held at the servicing dealership? R/PD willing to mediate a settlement:	ki East									
Settlement Effort List any previous settlement offers made to the custo										
List any settlement offers you would like communicated to the customer: None										
Manufacturer's Statement Are the customer's concerns covered under Suzuki's Warranty? If no, please explain: Vehicles last reported mileage was 41927 therefore the Basic Warranty has Expired but the Powertrain Warranty is still on force										
Is the customer's vehicle currently unrepaired? ☐Ye Does the concern exist? ☐Yes ☒No Explain:	es ⊠No									
Is the use, value or safety of this vehicle substantially Explain:	ly impaired? □Yes ⊠No									
Is the number of repair attempts or number of days d ⊠Yes □No Explain:	down accurate?									
Please provide your position in regard to the customer's claim(s): The vehicle is operating as designed the only assistance to be provided is within the coverage of the vehicles warranty										
riotalii alio loliii vj.	son ☐In Writing tin future: Kris Halbeck									
NCDS Fax: (586)790-4774 Phone:847-885-959	90 Fax:847-885-9097									

	REQUIRED SIGNATURES	C C C C	D.S.P.M.	R.S.P.M.	R.G.M.			EXPLAIN DOWN TIME (5+DAY), REPEAT REPAIRS, SIEBEL	REFERENCE AND/OR PARTS DETAILS	CHECK THE CUSTOMERS CONCERNS & THIS WAS NOT CHARGED TO WARRANTY, IT APPEARS TO VERIFIED, FOUND THE PASSENGERS SIDE BE LOT DAMAGE AND CHARGED INTERNAL REAR TAIL LAWP ASSEMBLY IS BROKEN AT THE CORNER, SPECIAL ORDER THE TAIL LAWP ASSEMBLY			THE REPORT OF THE PROPERTY OF		IDO NOT SEE PUNCHES ON THE FAXED COPIES FOR THIS REPAIR. NOT TOTALLY SURE WHEN THE CUSTOMER TOOK POSSESION OF THE UNIT.
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97094 FILE COPY *ACCOUNTING*

GANLEY EAST, INC.
28840 Euclid Avenue
Wickliffe, OH 44/192

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Tel: 440-866-1000 Fez: 4-0-885-8857

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GANLEY EAST, INC.

28840 Euclid Aver ue Wickliffe, OH 440:12 Tel: 440-585-1000 Fax: 440-585-8567

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103815 WARRANTY COPY *WARRANTY*

GANLEY EAST, INC.

28840 Euclid Aver ue Wickliffe, OH 440:12 Tel: 440-585-1000 Fax: 440-585-8567

PAGE 1 PAINESVILLE, OH HOME SERVICE ADVISOR: 570 PAUL JOSEPH MILI ER **LICENSE MILEAGE IN 21 UTCL: PETAGE COLOR YEAR MAKE/MODEL 9375 <u>/19:75</u> T40 SUZUKI XL7 JS3TE941964 BLACK 06 | DEL DATE PROD DATE WARR EXP. PROMISED HATE PAYMENT E HOVEDATE E A CONTRACTOR PORTOR <u>301 OV0</u>6 CASH 09MAR06 IS 18:00 24NOV06 R.O. OPEKED HEADY STK:9428 ENG:2.7 LITER OPTIONS: 14:39 30NOV06 09:04 24NOV06 LINE OPCODE TECH TYPE HOURS TOTAL LIST A C/STATES THE STEERING CLOUMN:/ STEERING WHEEL IS LOOSE CHECK & ADVISE. CAUSE: THE STEERING COLUMN ASSEMBLY WOULD NOT ALIGN PROPERLY. 18 LB01R0 1.2 R&R COLLAPSIBLE STEERING COLUMN manufacturation (in the first property of the control of the contr 87.60 1.20 87.60 79 WZ 288.40 242.02 42.02 1 46200-65002 COLIMN ASSY. 17287 24202 TPARTS 2700 3760 TLABOR CHECK THE CUSTOMERS COCNERNS & VERIFIED. TRY T O ALIGN THE STEERING COLUMN: A COULD CET IT ALIG NED PROPERLY REPUBLIC COLLAPSIBLE STRERING: COL UMN ASSEMBLY. RETESTED FOR PROPER OPERATIONS & ALL IS GOOD AT THIS TIME records \$ 5 as a filter \$ records on the control of AND THE RESERVE OF THE PROPERTY OF THE PROPERT AND THE RESIDENCE OF THE PROPERTY OF THE PROPE 32962 COST, SALE, & COMP TOTALS 19987 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. TOTALS TELE DESCRIPTION STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER. The tectory werronty constitutes all of the warranties with respect to the sale of this itemiters. The Sellor horeby expressly disclaims all warranties ofther express or implied, including any implied warranty of merchantability at fitted to a particular purposa. Sellor nother assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/item's. 87.60 LABOR AMOUNT PARTS AMOUNT 42.02 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT MISC. CHARGES 0.00 TOTAL CHARGES 29.62 0.00 LESS INSURANCE SALES TAX 0.00 CUSTOMER SIGNATURE (SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) PLEASE PAY THIS AMOUNT 29.62

Canley East. Inc. CUSTCHER #:46284 20040 Euclid Ave ius WORKORDER Wickliffe, OH 440 92 Tal: 440-865-1000 Pax: 410-866-8897 PAGE 2 PAMERVILLE SERVICE ADVISOR: 570 MILLER VIN | LICENSE | COLOR WAREMODEL TAO 06 SUZUKI XLZ FROD. DAYKI WARR, EXP BLACK BEL DAVE 1937 Pavment FRALASED きょうぎ COLUMN TO THE THE 18:00 limited | : Provide Brook Brook dyfianaida sigi s a: le C/STATES THE STEERING CLADE / ACCOSE. CHECK & ADVISE _B0180 enclubiom of washanting ANY WISTORIOS DE TIPO poiris dell'absence dell'acceptant della per mich by the migratisquest. The surfacements out the poiris dell'absence and function per mich by the migratic of any bind, appress or migration, and declared all marrantes, including wereaviso of marchand ability or finemed for a possibility function, with regard to the peris within excepting personnel, purchased, in the tire acceptance in higher the higher to the peris within excepting or elevations; and then the second deliver to higher the higher to managemental discreption or elevations; and their tree acceptance of the perison of the perison of the perison of the second delivers. Including the management of the perison of the special of the perison of the peris _ i Franklich vranklich AUTHORIZED BY K DATE Tirent BY. REVIDEO BETIMATE (1) REVIBED AUTHORIZATION FOR REPAIRS I hareby authorize the repair work hareful set forth to be durie along with the necessary insterial and agree that you are not responsible tor loss or demagn to vehicle or arcicles left in vehicle in case of first, that or any other cause hayond your control or for any delays opissed by unavailability of ports or delays in parts shipments by the supports or transporter. Thereby grant you and/or your employees permission to operate the vehicle heldin described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanical sign is hereby acknowledged on shows vehicle to secure the amount of repairs thorato. The declarable is not responsible for damages from freezing due to leak of entitiesses. REVIÈTO ESTIMATS (3) ORAL APPROVAL

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GANLEY EAST INC. 28840 Euclid Ave rue

Wickliffe, OH 44(92

Tel: 440-585-1000 Fax: 410-585-8567 PAINESVILLE. OH PAGE 1 HOME SERVICE ADVISOR: 570 PAUL JOSEPH MILLER CECENSES OF MULEAGE INVIDUE STAGE BLACK JS3TE941964 06 SUZUKI XL7 21708/21708 T675 DEL DATE PROD DATE WARE EXR. PO NO PAYMENTS: SINVEDATE PROMISED BATE 09MAR06 IS 18:00 27DEC06 CASH 27 DEC06 OPTIONS: SO ORENED READY STK:9428 ENG:2.7 LITER 12:39 27DEC06 <u> 13:07 27DEC06</u> LINE OPCODE TECH TYPE A/HRS S/HRS COST COMP LIST TOTAL SALE A C/STATES THE AIR MG LIGHT IS COMMING ON THE HIGH BRAM DIGHT IN THE DASH IS COMMING ON, AND THE FUEL GAUGE IS NOT REDESTERING CORRECTIVE CHECK & ADVISE NPF COULD NOT DUPLICATE AT THIS TIME -- VEH DEFRATING AT PROPER FACTORY SPECS 46126 CZ0.00 0.00 0.00 Ü 0.00 0 CHECK THE CUSTOMERS CONCERNS PERFORMED THE TE CHILL SCAN TEST IN ALL MODULES & FOUND NO FAULT CODES. THERE ARE NO LIGHTS ON AT THIS TIME. THE HEAD LAMP LIGHT THAT IS ON IS NORMAL FOR DAY TIME RUNNING LAMPS ALL MODUELS ARE TESTING W/IN SPECIFICATIONS A STATE OF THE PROPERTY OF THE CON ROL ACCOUNT SALE COST CONTROL ACCOUNT SALE COST 5002 r034 The state of the s SALE, & COMP TOTALS 0 0 TOTALS DESCRIPTION ON BEHALF OF SERVICING DEALER. I HEREBY CERTIFY THAT THE STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER
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You Want It... Ganley's

GANLEY EAST, INC. 104660 CUSTOMER 1:46254 28840 Euclid Aver us WORKORDER Wickliffe, OH 440 12 Tel: 440-685-1000 Fax: 4-0-585-8567 PAGE 2 PAINESVILLE, OH HOME SERVICE ADVISOR: 570 MILLER, PAUL JOSI PH DAY MAKE/MODEL COLOR YEAR 21708 PAYMENT r675 J93TE94196 SUZUKI XL7 BLACK DEL DATE NV. DATE PROD. DATE | WARR. EXP. PROMISED PO NO. RATE 09MAR06 19 18:00 27DEC06 CABH 09MAROS DD OPTIONS: STK: 9428 ENG: 2.7 LITER READY 27DEC2006 12:39 DESCRIPTIONS/INSTRUCTIONS INE OF CODE TYPE TECH C/STATES THE AIR BAG LIGHT IS COMMING ON, THE HIGH WZ OB BRAM LIGHT IN THE DASH IS COMMING ON, AND THE FULL GADGE IS NOT REDESTERING CORRECTLY. CHECK & ADVI: E. exclusion of Warranties PRELIMINARY ESTIMATE O Any warranties on the parts and accessories sold hereby are made by the menulcaturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or littless for a particular purpose, with regert to the parts and/or accessories purphased; and that in no event their data to the parts and/or accessories purphased; and that in no event their data to the parts and/or accessories purphased; and that in no such purchase. The undersigned purchaser further agrees that the warranties associated by dealer, include, but are not limited to now warranties the such parts and/or accessories are at innorchantable quality or that they will anable day valuals or any of its systems to perform with renaminable assaty, afficiency, in continut. A VE CESIROHTUA DATE TIME 87 REVISED ESTIMATE (1) REVISEO ESTIMATE (2) AUTHORIZATION FOR REPAIRS I listelly authorize the reneit work herein set forth to be done along with the necessary material and egide that you are not responsible for loss or demans to vehicle or articles left in whicle in case of the, theft or any inter cases hayand you control or for any delays caused by unavailability of parts or delays in garts shipments by the supplier or transporter. I hereby great you endor your employees permises it to operate the vehicle hareht described on attacts, highways or elements for the purpose of testing and/or inspection, An express mechanic's ten is hereby scholawledged on whome vehicle is esoure the amount of repeate thereto. The designifies in REVIBED ESTIMATE (3) BAL APPROVAL

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GANLEY EAST, INC.

28840 Euclid Averue Wickliffe, OH 440 32 Tel: 440-585-1000 Fax: 4-0-585-8567

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CUSTOMER #: 46254

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GANLEY EAST, INC.

WÖRKORDER

28840 Euclid Ave tue Wickliffe, OH 440 92

PAGE 2

Tel: 440-586-1000 Fax: 4 10-585-8567

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GANLEY EAST, INC.

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Tel: 440-585-1000 Fax: 4 (0-585-8567) PAINESVILLE, OH PAGE 1 HOM SERVICE ADVISOR: 48044 LARRY SIMON DEENSE TAGETAL DET TAGET COLOR YEAR MAKEMODEL 21933/21/33 | PAYMENT | NV DATE SUZUKI XL7 JS3TE941964 BLACK PRODUDATE WASH EXP PO NO. BELLBATE BATE PROMISED. 08 JAN07 CASH 09MAR06 29DEC06 R.O. OPENED REALY OPTIONS: STK:9428 ENG:2.7 LITER 08:19 29DEC06 <u>16:2</u>9 08 JAN07 LATOT LINE OPCODE TECH TYPE A/HRS S/HRS COMP SALE LIST NET A CUST STATES OVERHEATS CHK CAUGE Mark of the constitution of the Market of th CAUSE: RADIATOR IS LEAKING AT THE SEAM. 07 CAOIRO RER RADIATOR ASSY 1.2 HYE 8760 87.60 87,60 46126 1.20 1.20 WZ2424 1 17700-66J10 RADIATOR 0 ASS 527.65 31684 43.58 44358 443.58 1 99963-01501 513 CCOLANT andres deligible in construit dell'inchione TO SECURE OF THE 32.83 50% 1292 12.92 12.92 923 12.9232607 45650 TPARTS 2424 8760 TLABOR Suel avts loaner #722379792. For 11 days at \$23.99 a day. For a total OF \$263.89 WZ. 263.89 26389 63.89 63.89 CHECK THE CUSTOMERS COCNERNS & VERIFIED. FOUND THE RADIATOR IS LEAKING. REPLACED THE RADIATO R RETESTED & ALL IS GOOD AT THIS TIME. CONTROL OF THE PROPERTY OF THE CONTROL ACCOUNT ACCOUNT SALE COST SALE COST COM ROL 32607 5022 8760 2424 5352 45650 26389 26389 5050 30799 **** 1162 3.20 9 9 9 The state of the s The state of the s Control of the second second SALE, & COMP TOTALS 61420 80799 DESCRIPTION JOJACS TO T 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 STATEMENT OF DISCLAIMER. STATEMENT OF DISCLAIMER. The factory warranty constitutes all fine my respect to the sale of this itemitiens. The Seller hereby expressly discolors all warranties either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller nicitate assumes nor euthorizes any other person to assume for it any liability in connection with the sele at this item/items. LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0,00 CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. MISC. CHARGES 0.00 TOTAL CHARGES 0.00 LESS INSURANCE 0.00 SALES TAX 0,00 DEALER, GENERAL MANAGER OR AUTHORIZED PERSON CUSTOMER SIGNATURE (SIGNED) PLEASE PAY THIS AMOUNT 0.00

104712 WARRANTY COPY *WARRANTY*

GANLEY EAST, INC.

28840 Euclid Ave lue Wickliffe, OH 440 32 el- 440-585-1000 Fax: 4-10-585-8567

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CUSTOMER #:46254

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GANLEY EAST, INC.

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28840 Euolid Avenue Wickliffe, OH 44: 82

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Tel: 440-565-1000 Fax: 440-688-9667

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EXCLUSION OF WARRANTIES

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GANLEY EAS", INC.

28840 Euclid Avenue Wickliffe, OH 440 32

Ε Tel: 440-585-1000 Fax: 4-0-585-8567 PAINESVILLE, OH PAGE 1 HOME SERVICE ADVISOR: 570 PAUL JOSEPH MILLER COLOR YEAR MAKEMODEL WIND CONSTRUCTION OF THE PROPERTY OF THE PROPE MILEAGE IN / JUT JS3TE941964 BLACK SUZUKI XL7 29717/29''17 T195 DELEBATE PRODEDATE WARR EXP PROMISED 200 ATE PAYMENT INV DATE: <u>09MAR06 IS</u> CASH 18:00 14MAR07 141 IAR07 RO OPENED READY OPTIONS: STK:9428 ENG:2.7 LITER 09:38 14MAR07 15:18 14MAR07 LINE OPCODE TECH TYPE HOURS LIST TOTAL NET B C/STATES THE AIR BAC DIGHT IS ON INSTANC SPECIAL ORDER PARTS TO CORRECT THE CUSTOMERS COCNERNS. CAUSE: B1312 08 QD01R0 46126 WZ 11740 11 02 20 1 1 85101-65JQ0-BFG CUSHION ASSY 1310.21 1101.46 1::01.46 1:06755-65JQ0 HARNESS SEAT 661241 55:69 55:69 115715 TPARTS 82654 2828 10220 TLABOR Light Light former andres, or by a communication of the light of the l REPLACED RIGHT FRONT SEAT CUSHION ASSEMBLY. B1312, OCM SENSOR MAT FALUT And the state of t the control of the second control of the sec The state of the s & COMP TOTALS 125935 COST, SALE, ON BEMALF 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. DESCRIPTION TOTALS STATEMENT OF DISCLAIMER STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this item/tems. The Sellor hareby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or filmess for a porticular purpose. Sellar nother assumes nor authorized any other person to assume for it any liability in cannection with the sale of this item/tems. 32,20 LABOR AMOUNT PARTS AMOUNT 1157.15 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC, CHARGES 0.00 TOTAL CHARGES <u> 59.35</u> LESS INSURANCE 0.00 SALES TAX 0.00 (SIGNED) OGALER, GENERAL MANAGER OR AUTHORIZED PERSON CUSTOMER SIGNATURE (DATE) PLEASE PAY THIS AMOUNT 12 (9: 35

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GANLEY EAST, INC.

28840 Euclid Avenue Wickliffe, OH 44)92 Tel: 440-685-1000 Fax: 440-585-856

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GANLEY EAST, INC.

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26840 Euclid Aver us Wickliffs, OH 440 12

PAGE 2

Wickliffe, OH 440 12 Tel: 440-585-1000 Fex: 44 0-585-8567

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EXCLUSION OF WARRANTES

CUSTOMER #:46254

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GANLEY EAST, INC.

28840 Euclid Aver us Wickliffe, OH 440 12

WARRANTY Tel: 440-585-1000 Fax: 44 0-585-8567 PAGE 1 PALNESVILLE, OH HOME: SERVICE ADVISOR: 123 MICHELLE BENCIC COLOR YEAR MAKEIMODEL MILEAGE IN U.S. 31663/31(63 | T580 JS3TE941964 SUZUKI XL7 BLACK DEL DATE PAGO DATE WARE EXE PROMISED PO NO BATE CASH 071 PR07 09MAR06 IS WAIT 06APR07 READY: OPTIONS: STK: 9428 ENG: 2.7 LITER 07:45 06APR07 11:47 07APR07 TOTAL LINE OPCODE TECH TYPE HOURS LIST NET A CUSTOMER STATES THE SHIFTER DOES NOT LIGHT UP. INSTALL SPECIAL veriging age in a dependent on our output retail to de-ter drieg age in a dependent of the Art page of the factor of the Art page of the Art ORDERED PART gen engget var geget klassissistet. I kandisa i terdisabetik untuk sige. Nggagangan nggasi klassississis CAUSS: SHIFTER INDICATOR DIGHT BUMB IS BURNI OUT 08 GH03R0 - 0.5 - R&R BULB FOR POSITION ENDICATOR: Service Commission Com 46126 WZ 0.50 36.50 36.50 _____1_28159_64710_LAMP_ASSY 13.43 ne de la mandre de la company 959 1343 TPARTS POIO-3650 TLABOR CHECK THE CUSTOMERS CONCERNS & VERIFIED. FOUND THE SHIFTER INDICATOR LIGHT BULH IS BURNT OUTE RER THE BULB FOR THE SHIFTER INDICATOR REF ESTED & ALL IS GOOD AT THIS TIME. B CUSTOMER STATES STEERING WHERE SEEMS TO BE LOOSENING UP SINCE LAST HERE Cause: The Sterring column is loose, 19 LB9999 0.5 - REPOSITION & TIGHTEN STEERING COLUMN WZ 0.50 36.50 36.50 46126 G TPARTS 3650 TLABOR 1010 CHECK THE CUSTOMERS CONCERNS & VERIFIED FOUND THE STEERING COLUMN IS LOOSE. R&R THEERING WH EEL TO TIGHTEN & REPOSITION STEERING COLUMN. R ETESTED & ALL IS GOOD AT THIS TIME COST, SALE, & COMP TOTALS 2979 8643 TOTALS ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN, SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MAMILEACTURER'S REPRESENTATIVE. DESCRIPTION STATEMENT OF DISCLAIMER The factory warranty constitutes all of the warranties with respect to the sale of this itemitierms. The Selfer hereby expressly disclaims all worsenties either expedit oxpress or implied, including any implied warranty of marchantability of fitness for a porticular purpose. Seller neither assumes nor authorizes any other person to assume to: it any liability in connection with the sale of this itemitierns. LABOR AMOUNT 73.00 PARTS AMOUNT 13,43 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 0.00 TOTAL CHARGES 86.43 MANUFACTURER'S REPRESENTATIVE. LESS INSURANCE 0.00 tentiltems. SALES TAX 0.00

You Want It ... Ganley's Got

CUSTOMER SIGNATURE

PLEASE PAY

THIS AMOUNT

36:43

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(SIGNED)

107574 FILE COPY *ACCOUNTING*

GANLEY EAST, INC.

28840 Euclid Ave lue Wickliffe, OH 440 32 Tel: 440-585-1000 Fex: 4-10-585-8567

PAINESVILLE, OH	PAGE 1		
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		THIS AMOUNT	0.00

107574 WARRANTY COPY WARRANTY

GANLEY EAST, INC.

28840 Euclid A /enue Wickliffe, OH 41092 Tel: 440-585-1000 Fax: 440-585-8567

PAGE 1 PAINESVILLE, OH HOME: SERVICE ADVISOR: 123 MICHELLE BENC C LICENSE ... MILEAGE 1./ OUT ··TAC COLOR YEAR MAKE/MODEL T58 JS3TE941964 SUZUKI XL7 31663/ <u>1663</u> BLACK RATE PAYMENT DEL. DATE PROD. DATE: WARR EXP. PROMISED PO NO. INV. DATE. WAIT 06APR07 15JUN07 09MAR06 IS R.O. OPENED READY OPTIONS: STK:9428 ENG:2.7 LITER 07:45 06APR07 | 08:47 09APR07 LINE OPCODE TECH TYPE HOURS LIST A CUSTOMER STATES THE SHIFTER DOES NOT LIGHT UP, INSTALL SPECIAL ORDERED PART CAUSE: SHIFTER INDICATOR LIGHT BULB IS BURNT OUT. 08 GH03R0 - 0.5 - R&R BULB FOR POSITION INDICATOR 46126 WZ 0.50 36.50 36.50 1 28159-64J10 LAMP ASSY 13.43 13.43 959 1343 TPARTS in all the call and in a size. 3650 TLABOR 1010 CHECK THE CUSTOMERS CONCERNS & VERIFIED. FOUND THE SHIFTER INDICATOR LIGHT BULB IS BURNT OUYT RER THE BULB FOR THE SHIFTER INDICATOR RET ESTED & ALL IS GOOD AT THIS TIME. B CUSTOMER STATES STEERING WHEEL SEEMS TO BE LOOSENING UP SINCE LAST HERE CAUSE: THE STEERING COLUMN IS LOOSE. 19 LB9999 0.5 - REPOSITION & TIGHTEN STEERING COLUMN. ` :: . 46126 0.50 36.50 36.50 0 0 TPARTS 1010 CHECK THE CUSTOMERS CONCERNS & VERIFIED. FOUND THE STEERING COLUMN IS 3650 TLABOR LOOSE. R&R THEERING WH EEL TO TIGHTEN & REPOSITION STEERING COLUMN. R ETESTED & ALL IS GOOD AT THIS TIME. 640420 48200-65JOZ & COMP TOTALS ON BEHALF OF SERVICING OBALER, I HERBY CERTIFY THAT THE INFORMATION CONTAINED HERBON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR MISUSE. FOR INSPECTION BY MANUFACTURER'S REFRESENTATIVE. 8643 STATEMENT OF DISCLAIMER DESCRIPTION the factory surmary cognitives all of the workings with respect to me sale of this turnitaries. The Saler hardy openedly disclaims all warmaries after express or implied, highliting sale based processing of methods for the processing of the proce TOTALS LABOR AMOUNT 73.00 PAHTS AMOUNT 13.43 GAS, OIL, LUBE 0,00 SUBLET AMOUNT hijrons for a harrouler purpose. Suffer testilier assumes purpose, arthur as any other person to assume for it are highly in Languages with the safe of any MANUFACTURER'S REFRESENTATIVE. 0.00 MISC. CHARGES

CUSTOMER SIGNATURE

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PLEASE PAY

THIS AMOUNT

0.00

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GENERAL MANAGER OF AUTHORIZED PERSON

CUSTOWER #:46294

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GANLEY EAST, INC.

WORKORDER

PAGE 2

28840 Euclid Ave me Wickliffe, OH 441 92 Tol: 440-886-1000 Fex: 4 M-585-9887

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CUSTOMER #:46254

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Ganley East, Inc.

WORKORDER

PAGE 2

26840 Euniki Averus Wickliffe, OH 440 12 Tel: 440-885-1000 Fex: 4-0-585-2567

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ACCOUNTING

ACCOUNTING COPY GANLEY EAST, INC. 28840 Euclid Avenue

Wickliffe, OH 44092 Tel: 440-585-1000 Fax: 440-585-8567

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DUPLICATE 1 PAINESVILLE, OH PAGE 1 HOME: SERVICE ADVISOR: 50239 ROBERT FOX MAKE/MODEL. LICENSE MILEAGE IN / OUT TAG BLACK 96 | SUZUKI XL7 JS3TE941964 41927/41927 T625 DEL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT INV. DATE 09MAR06 18:00 22AUG07 CASH 24AUG07 R.O. OPENED READY OPTIONS: STK:9428 ENG:2.7 LITER <u>13:</u>41 **22AUG**07 16:29 24AUG07 LINE OPCODE TECH TYPE A/HRS S/HRS COST SALE COMP A CUSTOMER STATES LEFT REAR WHEEL LOOSE & WOBBLES CAUSE: LOOSE MISC REPLACE LEFT REAR HUB ASSEMBLY OF#HL07RO 1.8 WZ 1.80 1.80 3780 13140 122 1 43401-65J02 HUB FC; PART#: COUNT: 12392 17349 0 206.32 CLAIM TYPE: 12392 17349 TPARTS 173.49 CLAIM TYPE: AUTH CODE: 13140 TLABOR 3780 SUBL AVIS RENTAL INVOICE # 214896334 PO#73327 5626 5626 56.26 56.26 COST CONTROL ACCOUNT SALE SALE ACCOUNT COST CONTROL 5352 17349 5022 3780 12392 ****** 5626 5626 1162 36115

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ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE	STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE	The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressity disclaims all warranties either express or implied, including any implied warranty of marchangability or times for a particular purpose. Seller noither assumes nor authorized any other person to assume for it any fieldity in connection with the sale of this item/items.	TAUGMA ROBAL	0.00
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VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY		GAS, OIL, LUBE	0.00
ACCIDENT, NEGLIGENCE OR MISUSE, RECORDS SUPPORTING THIS		SUBLET AMOUNT	0.00
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MANUFACTURER'S REPRESENTATIVE.		TOTAL CHARGES	0.00
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Ganley East, Inc.

28840 Euclid Avenue Wickliffe, OH 44092 PAINESVILLE OH PAGE 1 Tel: 440-585-1000 Fax: 440-585-8567 HOME: SERVICE ADVISOR: 50239 ROBERT FOX COLOR YEAR MAKEMODEL LICENSE MILEAGE IN / OUT TAG 06 SUZUKI XL7 BLACK JS3TE941964 41927/<u>419</u>27 T625 DEL DATE PROD. DATE. WARR, EXP. PROMISED. HATE INV. DATE PO NO. 18:00 22AUG07 09MAR06 CASH 080CT07 R.O. OPENED ... READY: OPTIONS: STK:9428 ENG:2.7 LITER 13:41 22AUG07 16:30 24AUG07 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL A CUSTOMER STATES LEFT REAR WHEEL LOOSE & WOBBLES CAUSE: LOOSE MISC REPLACE LEFT REAR HUB ASSEMBLY OF#HLO7RO 1.8 122 (N/C) 1 43401-65J02 HUB ASSY, WHE FC: PART#: COUNT: (N/C) CLAIM TYPE: AUTH CODE: SUBL AVIS RENTAL INVOICE # 214896334 PO#73327 (N/C) THE PROPERTY OF THE PROPERTY O

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(SIGNED)

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) STATEMENT OF DISCLAIMER
The factory warranty conclitutes all
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the sale of this itempirens. The
Seller hereby expressly disclaims all
warranty of neodularitebility or
fitness for a particular purpose.
Seller neither Saumés nor
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STATEMENT OF DISCLAIMER

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 <u>0.0</u>0 SALES TAX 0.00 PLEASE PAY THIS AMOUNT 0.00

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You Want It... Ganley's Got It!

SIMPLE FINANCE CHARGE

		Deal	er Number		Contract Nun	nber	
Suyer (and Co-Bu		d Address (Ir E	ncluding County a	and Zip Code)	GANLEY 28840	EAST INC	VE .
You, the Buyer (a on credit under the	he agreeme ount Finance	nts on the ed and Fina	front and back ance Charge a	of this contract. coording to the p	sh or on cre You agree	to pay the (d4092 ling this contract, you choose to buy the vehicle Creditor - Selter (sometimes "we" or "us" in the vehicle will figure your finance charge on a daily
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Your Payment					J W		Check the Insurance you want and sign below: Optional Credit Insurance
Number of Payments 72	Amour Payme	it of ints	When Pa Are I othly beginning		2006		☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both ☐ Credit Disability (Buyer Only) Premium:
of \$20 Prepayment, if you Security interest. Y	or <u>5</u> pay off all your ou are giving a	. %.of the par debt early, yo security inter	t of the payment to u will not have to p est in the vehicle b		er is greate	<u>, </u>	Credit Life \$
Grosa Trade-	DUNT FINANCE ng \$ 850 Of 19 DODG Sar) (Mak in Asowance Made Sy Seller	ED Dseles ECARAV	tax)	\$ 9000,00 \$ 9000,00	\$ 23350	00 (1)	life insurance and credit disability ineurence will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Hemization of Amount Financed, Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit tile 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.
+ Cash + Other	REI payment is negs Cash Price (1 mi iding Amounts F rt of these amou Credit Insuranc npanies. Paid to the Insu	nus 2) Paid to Others ounts): a Paid to Insur S N/A rence Compar	anoe	\$ 500.00 \$ 1250.00 \$ N/A \$ N/A		,	Type of Insurance Type of Insurance Term Premium \$
Taxes Not includ Government Lice Temp F Government Cent	nse and/or Reg Tag Fee	lairation Fees		\$ H/A \$ 10.50 \$ 20.00		W. majirki	X Co-Buyer Signature Date

2 ment = 99 DODGE CARAVAN		number of payments. Coverage for credit life insurance at oredit disability insurance ends on the original due date for the
(Year) (Make) (Model)		last payment unless a different term for the insurance is show
Gross Trade-In Allowance	\$ <u>9000.00</u>	I Decon.
Less Pay Off Made By Seller	s 9000.00	
Equals Net Trade in	s_N/A	
+ Cash	s 500,00	Other insurance
+ Other REBATE	s 1250,00	1 - HAGA
(if total downpayment is negative, enter "0" and see G below)		
Unpaid Balance of Cash Price (1 minus 2)	- · · · ·	160
	\$_ 21600_00_ (3)	111111111111111111111111111111111111111
4 Other Charges Including Amounts Paki to Others on Your Behalf		Insurance Company Name EASCA CARE CAP
(Seller may keep part of these amounts):		
A Cost of Optional Credit Insurance Paid to Insurance		Home Office Address
Company or Companies.		
Life \$ N/A		I want the insurance checked above.
Disability S N/A	\$. <u>N/A</u>	
B Other Insurance Paid to the Insurance Company	\$ N/A	<u>x</u>
C Official Fees Paid to Government Agencies	\$ N/A	B
D Taxes Not Included in Cash Price		
E Government License and/or Registration Fees	\$ N/A	ا ا
, ,		Co-Buyer Signature Date
Temp Tag Fee	\$ 10.50 \$ 20.00	Co-Buyer Signature Date
F Government Certificate of Title Fees	\$ <u>20.00</u>	
G Other Charges (Seller must identify who is paid and	1	THIS INSURANCE DOES NOT INCLUDE
describe purpose)		INSURANCE ON YOUR LIABILITY FOR BODILY
to N/A for Prior Credit or Lease Balance	s N/A	INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE
to for	s N/A	THIS VEHICLE ON PUBLIC HIGHWAYS.
GANLEY FAST DOC FEE	\$ 100_00	THE TELEVISION OF THE INCHING
o Gap Insurance GAP	\$ 600,00	
to for	s N/A	
to for	T	Between Charle Charles Very and the charles
	\$.N/A	Returned Check Charge: You agree to pay a charge
Total Other Charges and Amounts Paid to Others on Your Bahalf	\$ <u>.730_50</u> (4)[not to exceed \$20 If any check you give us is unpaid
5 Amount Financed (3 + 4)	\$ <u>22330_50</u> (5)	for any reason.
		for any reason.
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4428



AMERICAN SUZUKI MOTOR CORPORATION 3251 E. IMPERIAL HWY P.O. BOX 1100 BREA, CA 92822-1100 (714) 996-7040

	133
PAGE	1.
DATE	12/15/05
DEALER NO.	434434
IMVOICE #	41750921-01
ORDER #	D6C5A0007

VEHICLE INVOICE

FIMANCED BY:

SOLD TO:

didinishibilishibilishibili ganley east inc

COMERICA BK DLR OF MC3519 411 W LAFAYETTE BLVD DETROIT MI 48226

whse Tacoma	SHIP VIA 4G-100-JOLI-E&L	TERMS AO ACH	Billing	SALES PROM TZ
MODEL YEAR 2006	VIN JS3TE941964	ENGINE 172441	NO CASE NO 847674	IGNITION NO
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	*DESTINATION CHAP	RGE	\$ 595.00	\$595.00
	*AMOUNT	DUE	\$20,594.00	\$19,793.94
	*TOTAL AMO	UNT	\$20,594.00	\$19,793.94

SHIP-TO:

GANLEY EAST INC GANLEY SUZUKI EAST 28840 EUCLID AVE WICKLIFFE , OH 440/585-1000

44092-2529

ENTERED
DEC 3 0 2005

HB# 000059997 FL# 000019999 CAHB# 000039998

- 16239 MOTOR VEHICLE PURC	HASE CONTRACT What brough you in?
Carles EECANScale.	☐ 9D/Paper ☐ Radio ☐ Reps
DEMO SCHOLING E GANLEY	AD 1, INC. Birthdate: N/A
28840 Euc	lid Avenue
X ^{NEW} 46254 WICKLIFFE, CUSTOMER NO. Phone (440	42 ** A A A A A A A A A A A A A A A A A A
Fax (440)	
N/A E-mail: ganleye	east@aol.com YUSCHIK MIKE NO.
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	RESIDENCE PHONE
	BUSINESS PHONE
A John Call Historia	
"PATRESVILLE OR	LAKE 5.2500
OG SUZUKI GRAN	ID VITARA HT
9428 JS3TE94196	BODY TYPE TRIM RI AFK
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MILEAGE	E-mail: ganleye	ast@aol.com	YUSC H SALESPER	aon' WIKE	NO.	
RENTAL			()	FRIONE		
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TEATNESVILLE OH			GELL /PAGE		_ 03√0 5	₩ 2500 6
CITY (STATE / ZIP CODE 06 SUZ UK I	GRAN	D VITARA	COUNTY		PCT. %	
9428	The state of the s	D VIINN	NONY TYPE	TRIM		
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I/I d YUSCHIK	STAPLOFFECE SEESSESSIFFOW .	ACCOUNTING IN ACCOUNTING	1679%-two.Depai	OMER SORYS!	50-01-	700S

Jim Hoopes

Shirin Nazari From:

Monday, October 01, 2007 4:29 PM Sent:

To: Kristian Haibeck: Jim Hoopes Cc: Fred Dresser; Edwina Parlette

Subject: THIRD PARTY NOTICE (NCDS) SR#1 24279072

Additional Information which you may find helpful:

NCDS 40th day clock ends on November 10,2007

Manufacturer's response is due on or before October 11, 2007

Customer requests and oral hearing

Please note that NCDS has accepted to aringate only on the airbag light concern as it is the only concern that falls under the 60k warranty period. Please also note that you may consider all other complaints/repairs in your decision-making process as you see fit.

The National Compliance Department has received a(n) NCDS NEW CASE on behalf of the consumer. The letter was forwarded from the office of NCDS. The date of the letter is OCTOBER 01, 2007 and we received it on OCTOBER 01, 2007 by EMAIL.

They request that ASMC contact NCDS ON THE MANUFACTURER'S RESPONSE FORM (THIS FORM MAY BE FOUND IN THE "J" DRIVE UNDER COMPLIANCE) within TEN (10) days of the receipt of this letter with our position and proposed action, if any.

NATIONAL OFFICE - REQUESTED ACTION TO BE TAKEN: The case, in its entirety, should be reviewed by the RSPA, DSPM and RSPM to come to a consensus, in a timely manner, the appropriate action to be taken. For specific time frames please consult with your RSPM. Your proposed action must be communicated directly to NCDS AND THE CONSUMER IF **APPROPRIATE** by ASMC regional personnel and noted in Siebel.

CUSTOMER/CLIENT/VEHICLE INFORMATION

Customer Name:

Telephone Number(s):

Fax: Cell:

Year: 2006 Make: GRAND VITARA V.I.N. JS3TE941964

AIRBAG SENSOR, RADIATOR, HUB, HEAD LIGHT, Description of Concern(s):

STEERING WHEEL COLUMN, MAP AIRFLOW SENSOR

Selling Dealer: GANLEY SUZUKI EAST Seller Dealer Code: 434434

Servicing Dealer: GANLEY SUZUKI EAST Servicing Dealer Code: 434334

Siebel Information: SR# 1-124279072 ORIGINALLY OPENED BY CR. CUSTOMER

THREATENED LEGAL ACTION FOR HE ABOVE ISSUES AND CR REFERRED THEM TO

NCDS.

We will scan the communication to regional personnel; including RSPM, RSPA and the administrative service support staff, if applicable. A hard copy of the letter will be mailed to the DSPM in the weekly outgoing mail. Should you have any questions regarding this information, please contact your RSPM or in the alternative contact Edwina Parlette at extension 2441. Thank you.

The National Compliance Department has received a 0 DEMAND 0 FINAL REPAIR NO... Page 2 of 2

Confidentiality Notice:

This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient (or authorized to act on behalf of the intended recipient) of this message, you may not disclose, forward, distribute, copy or use this message or its contents. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message from your e-mail system. Thank you.

	R5 Claim History Inquiry Submit Exit p Print *Error: 00 Submitted	Clear d - Successful			
nt	ry Type: VIN 🔻 🔻	rin: JS3TE941964			
		Model No:LNN8ES6 F	rame No:964102146 Co	ontrol No:4	118060884
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October 1, 2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

Painesville, OH

RE:

CASE # 1907011

Dear

Your request for arbitration has been received. The arbitration process has jurisdiction on service issues related to the Suzuki's New Vehicle Limited Warranties, which cover repairs to any part that Suzuki supplies that is defective in materials or workmanship under normal use for a period of 36 months or 36,000 miles. Therefore, items/systems not covered under this warranty, such as RADIATOR, HUB, STEERING, AND AIR FLOW SENSOR are not eligible for the arbitration process. However, those items/systems covered under the vehicle's 5 year, 60,000 mile Powertrain Warranty, AIRBAG SENSOR, appear to meet the Suzuki Dispute Settlement Program parameters for eligibility and have been assigned the case number shown above.

You have the option of having an oral hearing or a "documents only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Suzuki will still be entitled to make their presentation. If you do not want an oral presentation, your dispute will be decided on the basis of documents submitted by all parties. You do not need to be present at a "document only" decision process. You will receive a call from NCDS to determine which process you have selected.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

You may be contacted by NCDS prior to the hearing date in an effort to help you and Suzuki reach voluntary agreements to resolve your dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed.

If you do not agree to any settlement offer, your dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Suzuki will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you may pursue any other legal remedies available to you.

To help expedite the processing of your case, please provide us with copies of your title, current registration and bill of sale or lease contract. Your participation in the Dispute Settlement Program does not relieve you of any obligation you have with the lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and is available to answer any questions you may have about the arbitration process. You may call NCDS, toll free at 888-300-NCDS (6237).

Sincerely,

NCDS

Charlotte Evans x.124 Case Administrator

cc: American Suzuki Motor Corporation



10/01/2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

RE: CASE # 1907011

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker prior to the hearing date. As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

NCDS

Charlotte Evans x.124 Case Administrator

cc

Suzuki Customer Claim Form

FOR NCDS USE	
CASE NUMBER: 1907011	-

CUSTOMER NAME AND ADDRESS			
Mr. Mrs. Ms.	<u> </u>	·	
First Nan	Last I	<u>Vo</u>	
Street Administration			
chy Painesoille	State 3 Nio	Zip Cod	
Day Phone		(_)	,
VEHICLE INFORMATION	liva	ry Dafe: 3//0℃	la ak
Name(s) on the vehicle fit		per un	1-07
Vehicle Identification Number (VI)	0: JS3TE941964		
Make: Suzuhi	Model: Grand Uitra Year: 2006	© Current Mileage: △1,000	<u>></u>
is this a leased vehicle: YES	1012		
·			
Selling Dealer and Address:	Na si		
Servicing Dealer(s)			
Grandey Auto M	411		
VEHICLE PROBLEM(S) (Attach led	ible copies of repair orders or other doc	uments to support your claim)	
Problem	List dealer or dealers which have	List the date, timeage, and	Does the problem currently exist?
	repaired or attempted to repair (list city and state)	repair order number for each	
Example:	Autoworld	04/25/07	□YES ⊠NO
Check Engine Light On	Anytown, USA	3,500 miles RO# 586004	
Air bay		1200 S. C.	TYES INO
Series	Granley	in the contract	There Flato
radator	0	sold miles	EYES □NO
			drés □no
hub breing			Giro Dire
head light			GAYES LINO
Steering wheel Wil	lan n		
MAD CITE OW SENISON			YES LINO
1	WA Leberreg	1	Drome
The Tropostice	miles		RECEIVED
-0.11		•	SEP 24 2007
Has the Vehlcie been involved in If YES, give dates of accident:	an accident. They Divo		~~ ~ ~ ZUV!
Specify damaged area:			N.C.D.S.
RESOLUTION SOUGHT:			
IPREFER GORAL HEARING	G 🗌 DOCUMENT ONLY HEARING		OPIES OF THIS FORM TO: er for Dispute Settlement
		P.O. Box 609	N for puboto outlianners
D'm were a Do	greate drive you mo	Mt. Clemens,	
and mis alle	9-6-07	(888) 571–1837	•
	DATE		Part#99963-01501-238

Kristian Haibeck

Shirin Nazari From:

Monday, October 01, 2007 3:29 PM Sent:

Kristian Haibeck; Jim Hoopes To: Cc: Fred Dresser; Edwina Parlette

THIRD PARTY NOTICE (NCDS)-SR#1-124279072-Subject:

Attachments: Goldstone-NC.pdf; Claim History - Michael Goldstone.pdf

Additional Information which you may find helpful:

NCDS 40th day clock ends on November 10,2007

Manufacturer's response is due on or before October 11, 2007

Customer requests and oral hearing

Please note that NCDS has accepted to arbitrate only on the airbag light concern as it is the only concern that falls under the 60k warranty period. Please also note that you may consider all other complaints/repairs in your decision-making process as you see fit.

The National Compliance Department has received a(n) NCDS NEW CASE on behalf of the consumer. The letter was forwarded from the office of NCDS. The date of the letter is OCTOBER 01, 2007 and we received it on OCTOBER 01, 2007 by EMAIL.

They request that ASMC contact NCDS ON THE MANUFACTURER'S RESPONSE FORM (THIS FORM MAY BE FOUND IN THE "J" DRIVE UNDER COMPLIANCE) within TEN (10) days of the receipt of this letter with our position and proposed action, if any.

NATIONAL OFFICE - REQUESTED ACTION TO BE TAKEN: The case, in its entirety, should be reviewed by the RSPA, DSPM and RSPM to come to a consensus, in a timely manner, the appropriate action to be taken. For specific time frames please consult with your RSPM. Your proposed action must be communicated directly to NCDS AND THE CONSUMER IF **APPROPRIATE** by ASMC regional personnel and noted in Siebel.

CUSTOMER/CLIENT/VEHICLE INFORMATION

Customer Name: Telephone Number(s)

Cell: Fax:

Year: 2006 Make: GRAND VITARA V.I.N. JS3TE941964

Description of Concern(s): AIRBAG SENSOR, RADIATOR, HUB, HEAD LIGHT,

STEERING WHEEL COLUMN, MAP AIRFLOW SENSOR

Seller Dealer Code: 434434 Selling Dealer: GANLEY SUZUKI EAST

GANLEY SUZUKI EAST Servicing Dealer Code: 434334 Servicing Dealer:

SR# 1-124279072 ORIGINALLY OPENED BY CR. CUSTOMER Siebel Information:

THREATENED LEGAL ACTION FOR HE ABOVE ISSUES AND CR REFERRED THEM TO NCDS.

We will scan the communication to regional personnel; including RSPM, RSPA and the administrative service support staff, if applicable. A hard copy of the letter will be mailed to the DSPM in the weekly outgoing mail. Should you have any questions regarding this information, please contact your RSPM or in the alternative contact Edwina Parlette at extension 2441. Thank you.

Confidentiality Notice:

This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient (or authorized to act on behalf of the intended recipient) of this message, you may not disclose, forward, distribute, copy or use this message or its contents. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message from your e-mail system. Thank you.



October 1, 2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

(800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

Painesville, OH

RE:

CASE # 1907011

Dear

Your request for arbitration has been received. The arbitration process has jurisdiction on service issues related to the Suzuki's New Vehicle Limited Warranties, which cover repairs to any part that Suzuki supplies that is defective in materials or workmanship under normal use for a period of 36 months or 36,000 miles. Therefore, items/systems not covered under this warranty, such as RADIATOR, HUB, STEERING, AND AIR FLOW SENSOR are not eligible for the arbitration process. However, those items/systems covered under the vehicle's 5 year, 60,000 mile Powertrain Warranty, AIRBAG SENSOR, appear to meet the Suzuki Dispute Settlement Program parameters for eligibility and have been assigned the case number shown above.

You have the option of having an oral hearing or a "documents only" process. If you choose to make an oral presentation and do not appear at the scheduled hearing, Suzuki will still be entitled to make their presentation. If you do not want an oral presentation, your dispute will be decided on the basis of documents submitted by all parties. You do not need to be present at a "document only" decision process. You will receive a call from NCDS to determine which process you have selected.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

You may be contacted by NCDS prior to the hearing date in an effort to help you and Suzuki reach voluntary agreements to resolve your dispute. If you agree to a mediated settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed.

If you do not agree to any settlement offer, your dispute will be decided at your scheduled oral hearing or document review. You will receive a written decision by the Arbitrator(s) within ten (10) days after the oral hearing or document review. You may either accept or reject the decision. If you accept the decision, Suzuki will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you may pursue any other legal remedies available to you.

To help expedite the processing of your case, please provide us with copies of your title, current registration and bill of sale or lease contract. Your participation in the Dispute Settlement Program does not relieve you of any obligation you have with the lender or leasing agent.

NCDS will be responsible for monitoring the progress of this case and is available to answer any questions you may have about the arbitration process. You may call NCDS, toll free at 888-300-NCDS (6237).

Sincerely.

NCDS

Charlotte Evans x.124
Case Administrator



10/01/2007

National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

> (800) 936-4303 (586) 741-0870

(586) 741-0870 Fax: (586) 790-4774

American Suzuki Motor Corporation P.O. Box 1100 Brea, CA 92822

RE: CASE # 1907011

Dear Manufacturer:

Please complete a Manufacturer's Response Form and forward a copy to the National Center for Dispute Settlement within ten (10) days from the date on this letter in order for it to be considered during the decision making process.

Enclosed are the "Rules and Procedures for the Informal Resolution of Automobile Warranty Disputes." Please review them carefully so that you are familiar with the process.

It is essential to the decision making process that all available information concerning each case be provided to the decision maker prior to the hearing date. As with any hearing, lack of participation by a concerned party deprives the process of information on which a reasoned decision can be made.

Thank you for your participation in the process.

Sincerely,

NCDS

Charlotte Evans x.124
Case Administrator

Suzuki Customer Claim Form

CASE NUMBER:

CUSTOMER NAME AND ADDRESS			
Mr. Mrs. Ms.			
	l Lost	viame	· •
First Nam	11	Table 1	
Street Ad			
			1
city Painesville	State & Mic	Zip Code	
·		()	·
Day P			
VEHICLE INFORMATION			
VEHICLE IN ORMATOR		_	
Name(s) on the vehicle til	Delive	per mi	Jones
	102700011011	Der and	1-01
Vehicle Identification Number (VIN	: JS3TE941964	110	
	Model: Grand Uitra Year: 2006	o Current Mileage: 시나이다	>
	O D		
If YES, lessor's name and address:			
•			
Selling Dealer and Address:			
Ganley Auto M	all		
Servicing Decler(s)>			
Grantey Dute M	<u>aj</u>		
()	ole copies of repair orders or other doc	uments to support your claim)	
VEHICLE PROBLEM(S) (Attach legil	List dealer or dealers which have	List the date, mileage, and	Does the problem
Problem	repaired or attempted to repair (list	repair order number for each	currently exist?
	city and state)	repair	1 8 6 8 8 10
Example:	Autoworld	04/25/07	☐YES ⊠NO
Check Engine Light On	Anytown, USA	3,500 miles RO# 586004	
			Uyes □NO
Air bay		1232 ES 220	· .
Serisor	Granley	not su realises	
radator	0	and miles	LEYES □NO
1 adata.	1	135	
			ZYÉS NO
hub breing	}	\	
	·		
la cod les bas			GYES ZNO
head light			· .
Steering wheel COL	mn		NYES LANO
MAP ait & low Senisor	1 ~ .		1 115
Int perframation	NOA Leberceg		DECT
The Australian	miles		RECEIVED
-611-6		•	SED of sec.
Has the Vehicle been involved in	an accident? YES LINO		SEP 24 2007
If YES, give dates of accident:			
Specify damaged area:			N.C.D.S.
RESOLUTION SOUGHT:	,	<u></u>	
PREFER GORAL HEARING	DOCUMENT ONLY HEARING		PIES OF THIS FORM TO:
THE EX SOUNCE TEAMING		National Cente	r for Dispute Settlement
N c		P.O. Box 609	
of, w how v Do	real to drive you mo	Mt. Ciemens, I	
and my child	vien com	(888) 571-1837	
	9-6-7) DATE		Part#99963-01501-238
	DAIE		

	R5 Claim History Sebmit P Print *Error: 00	Exit	Gear - Successful				
Ent	ry Type: VIN	Ψv	in: JS3TE941964				
				_			
	n:JS3TE94196 atus:REGISTE		Model No:LNN8ES6		rame No:964102146 C		
	ner	KED]	Ign Key:50768 1		art:03/09/06 B/W	arr Expire	:03/09/09
	161			FALMES	VILLE, OH		
s	PC St Dlr#	Claim#	Recall Operation		Cr Memo Cr Date	Labor	Parts
OR	Failed-Part		Description	CC-DC		Other	Total
1	73 P 434434	943471	PDI01		3739111 01/31/06	73.00	0.00
	PDI		PRE-DELIVERY IN	99-90	01/02/06 10	0.00	73.00
2	71 P 434434	038151	LB01R0		4288681 01/31/07	73.00	242.01
	48200-65J02		COLUMN ASSY, STE	99-47	11/30/06 19375	0.00	315.01
3	71 R 434434	047121			4288681 01/31/07	0.00	0.00
	99999-99R		SEE SCAT MESSAG	09-A9	01/08/07 21933	0.00	0.00
4	71 P 434434	047121A	CA01R0		4288681 01/31/07	87.60	456.49
	17700-66J10		RADIATOR ASSY	09-A9	01/08/07 21933	263.89	807.98
5	71 R 434434	068641			4362153 03/31/07	0.00	0.00
	99999-36R		EXCESSIVE PARTS	36-36	03/14/07 29717	0.00	0.00
6	71 P 434434	068641A	QD01R0		4412311 04/30/07	51.10	1101.46
	85101-65JQ0-	-BFG	CUSHION ASSY, FR	36-36	03/14/07 29717	0.00	1152.56
7	71 R 434434	075741			4522155 06/30/07	0.00	0.00
	99999-99R		SEE SCAT MESSAG	36-36	04/09/07 31663	0.00	0.00
8	71 R 434434	075741A			4522155 06/30/07	0.00	0.00
	99999-99R		SEE SCAT MESSAG	36-36	04/09/07 31663	0.00	0.00
9	71 R 434434	075741B			4522155 06/30/07	0.00	0.00
	99999-39R		AMOUNT DISCREPA	36-36	04/09/07 31663	0.00	0.00
10	71 D 434434	075741C			4522155 06/30/07	0.00	0.00
	99999-87D		CLAIM PAST DEAD	36-36	04/09/07 31663	0.00	0.00
11	71 P 434434	075741D	GH03R0		4572157 07/31/07	36.50	13.84
	28159-64J10		LAMP ASSY	36-36	04/09/07 31663	0.00	50.34
12	71 P 434434	075742	LB9999		4522155 06/30/07	36.50	0.00
	48200-65J02		COLUMN ASSY, STE	77-12	04/09/07 31663	0.00	36.50
13	71 R 434434	113931			4625539 08/31/07	0.00	0.00
	99999-39R		AMOUNT DISCREPA	51-49	08/24/07 41927	0.00	0.00
14	71 P 434434	113931A	HL07R0		4625539 08/31/07	87.60	173.51
	43401-65J02		HUB ASSY, WHEEL	51-49	08/24/07 41927	56.26	317.37



National Center for Dispute Settlement

November 1, 2007

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035

> (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

Painesville, OH

American Suzuki Motor Corporation Eastern Region P.O. Box 1100 Brea, CA 92822

RE:

CASE # 1907011

Dear Parties:

By direction of the Arbitrator(s), we are enclosing the Decision in the above referenced case.

Enclosed for the vehicle owner is an "Acceptance of Decision" form. The vehicle owner has thirty (30) days from the date of this letter in which NCDS must receive the "Acceptance of Decision" form. The form should be mailed to:

National Center for Dispute Settlement 22500 Metropolitan Parkway Suite 200 Clinton Township, MI 48035

Thank you for your cooperation in resolving this matter through the Expedited Dispute Settlement mechanism. Should you have any questions regarding the Acceptance of Decision, please contact NCDS. Failure to return this form within thirty (30) days from the date of this letter will be considered a rejection of the Arbitrator's Decision and therefore, NCDS will close your case.

Finally, you may obtain, at a reasonable cost, copies of all the case records related to this dispute.

Sincerely,

NCDS

Charlotte Evans x.124 Case Administrator

Enclosures: as noted cc: Gordon Laflin



National Center for Dispute Settlement

22500 Metropolitan Parkway • Suite 200 Clinton Township, MI 48035 (800) 936-4303 (586) 741-0870

Fax: (586) 790-4774

DATE: November 1, 2007

CUSTOMER:

CASE #: 1907011

I understand that I am not bound to the Decision of the Arbitrator(s) in my case unless I accept it. If I reject the decision, or am dissatisfied with Suzuki's eventual performance, I may pursue other legal remedies, including the use of small claims court. Whether or not I accept the Decision, however, the Decision is admissible in any subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Decision, Suzuki will be legally bound by the Decision.

You must mark one of the boxes below, otherwise, NCDS will consider that no response has been made to the Decision and your case will be closed accordingly.

I ACCEPT THE DECISION	1
I DO NOT ACCEPT THE DECISION	(
SIGNED:	
DATE:	

NATIONAL CENTER FOR DISPUTE SETTLEMENT

In the matter of the Arbitration between

and

American Suzuki Motor Corporation ("Suzuki")

DECISION Case # 1907011

I, Gordon Laflin, was appointed pursuant to NCDS rules as Arbitrator to hear and determine disputes, which had arisen between the Customer(s), and and Suzuki regarding a 2006 Grand Vitara.

By a notice given on October 12, 2007, the parties were advised that a hearing would be conducted at Ganley Suzuki East on October 31, 2007 at 01:00 PM.

Present on that date were:



Customer
Customer's Wife
Suzuki Representative

The complaint(s) existing between the parties were set forth on a "Customer Claim Form" received by NCDS on October 1, 2007, and may be summarized as follows:

The Customer states a problem with the air bag sensor, the radiator, the hub bearing, a headlight, and the steering column.

SUMMARY OF PRESENTATION:

The parties presented and I reviewed and considered the following evidence: The Customer Claim Form dated September 24, 2007, and the oral presentations at the hearing.

The position of the Customer was that the vehicle should not exhibit the problems that it has developed in a short period of time.

The Customer is requesting a replacement vehicle.

The position of the Manufacturer was that the concerns expressed by the Customer had occurred after the New Vehicle Manufacturer's 36 month or 36,000 mile (which ever occurs first) warranty had expired and was therefore not eligible for any consideration. The Air Bag light concern may be eligible for consideration due to the fact the vehicle had an occupant sensor replaced under the New Vehicle Warranty, but as the vehicle was not present at the hearing for any possible inspection by the Dealer Service Department, the problem could not be investigated or substantiated and the Manufacturer had no further obligations established under the New Car Warranty and no further action or consideration is required.

DECISION:

After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer's new vehicle warranty, and the applicable warranty law including the applicable State Statute commonly referred to as the "Lemon Law," and after due deliberation, I find and Award as follows:

The Customer's request that the vehicle be replaced is hereby DENIED.

I have reached this conclusion because the problems presented in this case do not involve a nonconformity, which would substantially impair the use, safety or value of the vehicle and that the condition does not fall within the Manufacturer's conditions set forth in the New Vehicle Warranty.

This constitutes my complete DECISION as to all the complaint(s) submitted to me for determination.

October 31, 2007

Date

(Your Name)