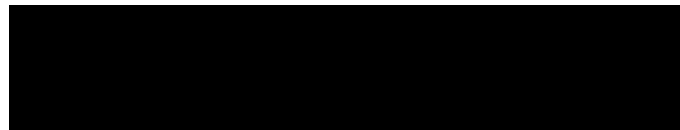


PE18-012

GM

3-27-2019

Q3



03/21/2014

This dealership intends to assign your contract, dated \_\_\_\_\_, to BB&T Dealer Finance (BB&T). Your contract contains certain insurance requirements, which you agree to meet through the insurance company listed below. You further agree to name BB&T as **LOSS PAYEE**, and to mail a copy of the policy to the address below:

**BB&T DEALER FINANCE INSURANCE CENTER  
P.O. BOX 72, WHITEVILLE, NORTH CAROLINA 28472**

**PURCHASER:**

NAME	st	Middle	Last
ADDRESS	State		Zip
TELEPHONE NO.	( )		

**VEHICLE INSURED:**

Year	Make	Body	Model	Serial Number
	CHEVROLET		SILVERADO	3GCUKREDE92G110000

**INSURANCE AGENT:**

**INSURANCE COMPANY:**

NAME	DOPTON INSURANCE	NAME	EPIC
NUMBER & STREET	Po Box 1000	POLICY NUMBER	
CITY, STATE & ZIP CODE	VERONA VA. 24482	EFFECTIVE DATE	From: 10 24 13 To: 10 29 14
TELEPHONE NUMBER	540 248 1000	COVERAGE	<input type="checkbox"/> Collision N/A <input checked="" type="checkbox"/> Comprehensive \$ 250 deductible

Signature of Purchaser

[Redacted Signature]

03/21/2014

Date

**DEALER CONFIRMATION:**

[Redacted]	Name of Person
	Name of Dealer
	BB&T LOSS PAYEE ( ) YES ( ) NO

2nd Copy - Borrower      3rd Copy - Dealer

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Account Number \_\_\_\_\_  
**Promise to Pay:** You promise to pay us the Amount Financed shown below, with finance charge from the date of this contract at the Annual Percentage Rate shown below, until paid in full.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you if you pay as scheduled	Amount Financed The amount of credit provided to you or on your behalf	Total Payments The amount you will have paid when you have made all payments as scheduled	Total Sale Price The total cost of your Purchase on credit, including your down payment of \$ _____
2.25 %	\$ 2221.46	\$ 30068.29	\$ 32289.75	\$ 44677.75

**Payments:** You will repay this contract in 75 consecutive monthly payments of \$ 430.53, commencing 04/01/15.

**Security Interest:** You give us a security interest in the property being purchased.  
**Prepayment:** If you pay off early, you will not have to pay a prepayment penalty.  
**Late Charge:** If you fail to make any payment within 7 days after its due date, you will pay a late charge of 5% of the late payment.  
**Other Terms:** You must refer to the reverse side of this form for additional information about nonpayment, default, and any required repayment of this obligation in full before the scheduled date.

**Itemization of Amount Financed**

- |   |  |
|---|--|
| <p>1. Cash Price of Vehicle</p> <p>a. Vehicle Cash Price \$ <u>41000.00</u></p> <p>b. Sales Tax \$ <u>1570.00</u></p> <p>c. Title &amp; Tags \$ <u>10.00</u></p> <p>d. Other Official Fees \$ <u>2.00</u></p> <p>e. Total Cash Price \$ <u>42582.00</u></p> <p>2. Down Payment</p> <p>a. Cash \$ <u>10000.00</u></p> <p>b. Trade-in Allowance \$ <u>2000.00</u><br/>                 Less: Amount Owing \$ <u>N/A</u><br/>                 Net Trade-in: (if negative enter "0" and see 4a) \$ <u>2000.00</u><br/>                 Trade-in: <u>2015</u> <u>3000</u> <u>2015</u><br/>                 Make Model Year</p> <p>c. Total Down Payment \$ <u>12000.00</u></p> <p>3. Unpaid Balance \$ <u>30019.29</u></p> <p>4. Total Other Items Financed \$ <u>49.00</u></p> <p>5. Amount Financed \$ <u>30068.29</u></p> | <p>4. Other Items Financed<br/>(seller may retain a portion of these amounts)</p> <p>a. To: _____ \$ _____<br/>(for negative trade equity)</p> <p>b. Credit Life Insurance \$ <u>N/A</u></p> <p>c. Accident &amp; Health Insurance \$ <u>N/A</u></p> <p>d. Vendor's or Lender's Single Interest Insurance \$ <u>49.00</u></p> <p>e. Optional Service Contract \$ <u>N/A</u><br/>                 To: _____<br/>                 Term Deductible</p> <p>f. Debt Cancellation Coverage \$ <u>N/A</u><br/>                 To: _____</p> <p>g. Other: _____<br/>                 To: _____ \$ _____</p> |
|---|--|

**Credit Life/Accident & Health Insurance:** You are not required to purchase credit life or accident and health insurance.

Type	Premium	Signature(s)
Credit Life { Single Joint	\$ <u>N/A</u>	By signing, you select credit life insurance. _____
	\$ <u>N/A</u>	
Accident and Health	\$ <u>N/A</u>	By signing, you select accident and health insurance.

**Debt Cancellation Coverage:** You are not required to purchase debt cancellation coverage. The fee for debt cancellation coverage is \$ N/A. By signing, you request debt cancellation coverage. \_\_\_\_\_

**Vendor's or Lender's Single Interest Insurance:** You are required to obtain this insurance. You may obtain this insurance from any agent or insurer of your choice that is acceptable to us. If you obtain this insurance through us or someone of our choosing, you will pay \$ 49.00.

**Property Insurance:** You may obtain property insurance from anyone acceptable to Seller.

**Contract:** You agree to purchase the following property, subject to the terms and conditions contained on both sides of this contract:

New Demo. Used	Year Model	No. Cyl.	Make Trade Name	Model Number or Series	Manufacturer's Serial No.	Mileage
NEW	2014		CHEVROLET	SILVERADO	364876001	15
Radic <input type="checkbox"/> Auto Trans. <input type="checkbox"/> Manual Trans. <input type="checkbox"/> Pwr. Steering <input type="checkbox"/> Pwr. Brakes <input type="checkbox"/> Pwr. Windows <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Key Number <input type="checkbox"/>						

You grant to the Seller a security interest in the form of a recorded first lien on the title to the property, or in accordance with the Uniform Commercial Code.

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

**Spanish Translation:** Guia para compradores de vehiculos usados. La información que ve in el formulario de la ventanilla para este vehiculo forma parte del presenta contrato. La información del ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

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

**NAMED INSURED**

[REDACTED]

**POLICY NUMBER**

[REDACTED]

**EFFECTIVE**

10/24/2013

**UNTIL**

10/24/2014

Your Agent DD2188

DORTON INSURANCE SERVICES  
322 LEE HWY  
VERONA VA 24482-2503

**YOUR AGENT PHONE: (540) 248-1000**

Keep this card in the vehicle described below.

2005 CHRY 2C3JA43R85H [REDACTED]

**YEAR MAKE VEHICLE IDENTIFICATION NUMBER**

"Examine policy exclusions carefully. This form does not constitute any part of your insurance policy."



Authorized Representative

**CLAIM SERVICE** - For claims service anywhere in U.S. or Canada, call YOUR AGENT or, using the list below, call the Claim Office NEAREST YOUR HOME.

State	* Claim Office	Call Toll-Free	State	* Claim Office	Call Toll-Free
DC	SILVER SPRING	1-800-492-2709	TN	KNOXVILLE	1-888-922-3743
IL	PEORIA	1-888-335-3743	VA	RICHMOND	1-800-322-3743
IN	FORT WAYNE	1-800-892-5655		ROANOKE	1-800-533-3743
	INDIANAPOLIS	1-800-624-1620	WAYNESBORO	1-800-542-2250	
MD	SILVER SPRING	1-800-492-2709	WI	WAUKESHA	1-877-740-3743
	HAGERSTOWN	1-800-533-5602	WV	PARKERSBURG	1-800-642-1948
NC	CHARLOTTE	1-800-473-3882	<p>*Our phones answer 24 hours a day, 7 days a week!</p> <p>To report your claim after hours (5:30 p.m. to 8:00 a.m.) or on weekends, please call your Agent or our After Hours Claim Service <b>Toll-Free at 1-800-367-3743.</b></p> <p><b>FRAUD FINDERS® HOTLINE</b> To confidentially report information on insurance fraud activities, <b>Call our</b> <b>FRAUD FINDERS® HOTLINE</b> <b>Toll-Free at 1-800-368-6696.</b></p> <p>To report an auto glass claim, <b>Call ERIEGlass<sup>SM</sup></b> <b>Toll-Free at 1-800-552-3743.</b></p>		
	RALEIGH	1-800-533-3982			
NY	ROCHESTER	1-800-333-0823			
OH	CANTON	1-800-362-6541			
	COLUMBUS	1-800-282-1702			
PA	ALLENTOWN/BETH	1-800-322-9026			
	ERIE	1-877-771-3743			
	HOME OFFICE (ERIE)	1-800-458-0811			
	HARRISBURG	1-800-382-1304			
	JOHNSTOWN	1-800-241-4209			
	PITTSBURGH	1-800-922-1824			

**IN THE EVENT OF AN ACCIDENT OR LOSS**

- Help any injured. Get names, addresses, auto license plate numbers of involved, including all witnesses.
- Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Promptly call the police if someone is injured, damage is extensive, or theft is involved. In case of "hit-and-run", you must report the accident to the police within 24 hours or as soon as possible.
- Notify your Agent or ERIE of the accident or loss.

**The ERIE is Above All in SERVICE®**

If we fail to give you this promised service, please drop us a note or call us toll free (800-458-0811) and tell us about it.

[REDACTED]

President and  
Chief Executive Officer

Please note that this document may not meet format requirements for Insurance Identification (ID) cards in your state. If a replacement ID card is required, please contact your Agent.

CUSTOMER'S NAME

STOCK NO.

**ODOMETER DISCLOSURE STATEMENT**

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

I, JOE BOWMAN CHEVROLET INC (transferor's name, Print)

state that the odometer now reads 16 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE CHEVROLET	MODEL SILVERADO	BODY TYPE
VEHICLE IDENTIFICATION 3GCUKREC9E6	YEAR 2014	

X TRANSFEROR'S NAME  
JOE [REDACTED]

PRINTED NAME  
2455 E MARKET ST

TRANSFEROR'S ADDRESS (STREET)  
HARRISONBURG, 22801

CITY STATE ZIP CODE

DATE OF TRANSFER

X TRANSFEREE'S NAME  
[REDACTED]

PRINTED NAME

TRANSFEREE'S ADDRESS (STREET)

TRANSFEREE'S ADDRESS (CITY)

CITY STATE ZIP CODE

RECEIPT OF COPY ACKNOWLEDGED	
X TRANSFEREE'S SIGNATURE-BUYER	03-21-14 DATE
X PRINTED NAME OF PERSON SIGNING	DATE

Your Credit Score and the Price You Pay for Credit

Applicant	[REDACTED]	
<b>Your Credit Score</b>		
Your credit score	[REDACTED] DCW	
	Source: EQUIFAX	Date: 03/21/2014

<b>Understanding Your Credit Score</b>	
<b>What you should know about credit scores</b>	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>
<b>How we use your credit score</b>	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
<b>The range of scores</b>	<p>Scores range from a low of 334 to a high of 818 .</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>
<b>How your score compares to the scores of other consumers</b>	Your credit score ranks higher than 62 percent of U.S. consumers.

<b>Checking Your Credit Report</b>	
<b>What if there are mistakes in your credit report?</b>	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<b>How can you obtain a copy of your credit report?</b>	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report -</p> <p><i>By telephone:</i> Call toll-free: 1-877-322-8228</p> <p><i>On the web:</i> Visit [REDACTED]</p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at [REDACTED]):</p> <p>[REDACTED]</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
<b>How can you get more information?</b>	For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at [REDACTED] or the Federal Trade Commission's web site at [REDACTED]

DEAL# 36315

STK# [REDACTED]

# GM CUSTOMER INCENTIVE AND ONSTAR ACKNOWLEDGEMENT



CUSTOMER NAME: [REDACTED]

VIN: 3 / G / C / U / K / R / E / C / 9 / E / G [REDACTED]

## Customer Incentive Acknowledgement

### 1. Customer Incentive

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

Incentive Program Reference	Amount	GM Incentive Code
RESR	\$ 1750	NCC
ESR	\$ 100	ESR
Bonus	\$ 250	250
	\$	
	\$	
<b>Total Incentive Amount Received</b>	\$ 3500.00	

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

I elect to receive the following in lieu of \_\_\_\_\_ AND/OR

I elect to receive \_\_\_\_\_

Vehicle Incentive Acknowledgement was sold/leased to me by the dealer named below on 03/21/14. I acknowledge my obligation for incentive (s) listed above.

This is vehicle identification number, which is for business use and not resale and I took delivery on 03/21/14. I agree to release GM from any future claim or

Purchaser/Lessee Signature: [REDACTED]

03/21/14

## Vehicle Software and OnStar Acknowledgement

### Vehicle Software Acknowledgement

I agree not to reverse engineer, decompile or copy any of the software in my vehicle (unless otherwise expressly permitted) and agree not to defeat or attempt to defeat any security mechanism in the vehicle software systems.

### OnStar Terms and Conditions Acknowledgement

I acknowledge that I have received the Terms and Conditions applicable to the OnStar Services. Copies are available in my vehicle glove box, from my dealer, at [www.onstar.com](http://www.onstar.com) or by contacting OnStar directly.

### Cancellation of OnStar Services

I acknowledge that the OnStar services are provided under a continuous service contract that will remain in effect until cancelled by me or OnStar. I understand that to request cancellation of OnStar services, I must press the blue OnStar button in my car or call 1.888.4ONSTAR.

### Payment Methods

Unless I indicate otherwise to OnStar, my credit or debit card information at any time, it will be kept securely on file and will be automatically charged (at the then current rate). Notice of the payment due date, the monthly amount due and how to update my information will be provided at least 30 days prior to any charges. Current pricing and information relating to my account is available at [www.onstar.com](http://www.onstar.com).

Purchaser/Lessee Signature: [REDACTED]

Date: 03/21/14

The undersigned person, as Dealer representative, certifies that the information on this application is true and correct and the Incentive Payments, OnStar Vehicle Software; OnStar Terms and Conditions; Cancellation of OnStar Services and Payment Method disclosures have been provided to the said purchaser/lessee who has taken delivery of the referenced unit through this dealership and that properly completed accurate delivery data has been forwarded to General Motors.

Authorized Dealer Signature: [REDACTED]

Date: 03/21/14

Dealership Name: JOE BOWMAN CHEVROLET INC

Dealer Code: \_\_\_\_\_

Dealer Note: This is a required document and it must be completed, signed, and retained in EVERY DEAL FILE for all customers even if there are no incentives or rate support available. A copy of the completed form should be provided to the customer. (GM379509-10152010) Rev 10-15-2010

Customer: [Redacted]  
Stock Number: [Redacted]  
Vehicle: 2014 CHEV SILV

Selling Price: \$40,566.06      Rebate: \$3,500.00  
Aftermarket Total: \$0.00      Sales Tax: \$1,567.23  
Trade Allowance: \$2,000.00      Fees: \$249.00  
Payoff: \$0.00      Products: \$0.00  
Down Payment: \$6,888.00      Balance Due: \$29,994.29  
Retail Loan with 75 payments of 429.08 with an APR of 2.25

**Products Purchased**

**Products Not Purchased**

- Vehicle Service Contract**  
\$2,608.00 / \$38.30/mth \*\*\*  
120 Months 75,000 Miles  
Mechanical repair protection for the covered components of your vehicle. Includes rental and towing coverage.
- GAP**  
\$795.00 / \$11.37/mth \*\*\*  
Covers the difference between loan payoff and insurance on vehicle if declared a total loss.
- Road Hazard Tire and Wheel**  
\$705.00 / \$10.09/mth \*\*\*  
60 Months  
Helps pay for damages to your Tires and Wheels as a result of Road Hazards- Includes Roadside Assistance & Towing
- Paintless Dent Repair**  
\$595.00 / \$8.51/mth \*\*\*  
Covers minor dents and dings on your vehicle's exterior surfaces.
- Zurich Shield®**  
\$695.00 / \$9.94/mth \*\*\*  
Protection for the vehicles interior and exterior.

The [Redacted] provided to me. My signature below indicates the purchase option that I have voluntarily selected and represents my purchase of these optional products or services is voluntary and does not influence any credit terms.

Buyer: [Redacted]      Date: \_\_\_\_\_      Co-Buyer: \_\_\_\_\_      Date: \_\_\_\_\_

The Estimated Monthly Payment for the options available is based on the purchase of the vehicle plus the products listed under the Products Accepted section, and the credit terms and conditions described, which are subject to lender approval. The "price" or "premium" quoted does not include finance charges for these products. The actual financial terms and conditions agreed to by the lender approving your loan will be disclosed on your loan agreement, and the products you have purchased will be financed based on the same interest rate as your loan. This Summary supercedes and replaces any prior Summary relating to same.

\*\*The insurance premium(s) shown is/are based on the payment option you selected. The premium is calculated based upon the specific loan terms, interest rate and/or other products selected in the payment option, and therefore would be different for other payment options offered. The premium quotes for other options are available upon request.

\*\*\*The price per month is an estimate and may change based upon the inclusion or exclusion of other products.

BB&T Sales Finance  
*AutoXpress Checklist*

Effective: March 1, 2012

Please attach this form to the front of your *AutoXpress* loan package to ensure proper funding and Dealer Reserve calculation. Thank you.

Dealer Name: **JOE BOWMAN AUTO PLAZA**

Customer(s): [REDACTED] Buy Rate: 2.25

*AutoXpress Program: See Rate Sheet (Schedule A) for AutoXpress rates when AutoXpress guidelines are met. Equity Discount may also be applied.*

*Minimum Reserve: Contracts written at retention will receive Minimum Reserve amount as shown current Rate Sheet (Schedule A).*

**AutoXpress Qualifiers:**

- All individual applicants must have a Bureau score (see Schedule A) of 700 or higher.
- Minimum annual income of \$30,000.
- Minimum 5-year credit history based on oldest satisfactory line with minimum of three (3) trade lines for each applicant including one installment credit. No delinquencies on any account within past two (2) years.
- No applicant may have a Bankruptcy, Foreclosure, Repossession, collection, current Past Due, Charge-Off, Consumer Credit Counseling, Fraud Alert or BB&T account with any notices.
- Monthly debt to income ratio of 50% or less.
- Payment/Monthly Income not greater than 20%.
- Maximum advance not to exceed 125% of Invoice (new) less all rebates or NADA Clean Trade-in (used) plus backend.
- Loan amount not greater than \$60,000 or less than \$7,500
- AutoXpress* not available for business or commercial loans, Plan 1 Preferred, Conversion Vans, self-employed, first-time car buyer, or terms greater than 75 months.
- All other Standard Program requirements (term, mileage, spread, fees, etc.) as shown on current rate sheet (Schedule A) apply and have been met.

**Required Documents-** Enclose complete credit application, complete CBI Report, Application for Certificate of Title, agreement to provide insurance, copy of Life/A&H/Warranty or GAP, signed contract or agreement, Dealer Invoice or NADA Clean Trade-in value, Odometer Certificate, and Notice to co-signer (if applicable).

**Other Discounts-** Equity Adjustments (see Schedule A) can be applied to *AutoXpress* rates. Other discounts may not be combined with *AutoXpress* rate unless otherwise indicated.

**Important Exclusions -** All Pontiac, Hummer, Saturn, Saab & electric/hybrid vehicles are not eligible for *AutoXpress* program. Prior Lender approval required for these vehicles.

*Please refer to AutoXpress Guidelines for complete program requirements. Loans submitted that do not meet all AutoXpress requirements will be processed according to Standard Program guidelines and/or may be returned to Dealer.*  
*Do Not Submit Through Dealer Track or RouteOne.*

Thank You

416911

AMOUNT PAID BY COMMENT  
888.00 CC

CC SALES DEPT  
[REDACTED]

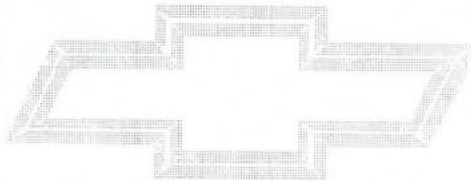
TOTAL RECEIVED: \$888.00

DATE-TIME: 21MAR2014 10:36

CASHIER: TC

LOCATION:

CASH DRAWER:



ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
1	50	1	20100	888.00		
		1	20500	-888.00	14664	

*Thank You!*

**CASH  
RECEIPT**

ACCOUNTING COPY

# VIRGINIA BUYERS ORDER-NA

**Joe Bowman Chevrolet-Cadillac**  
**AUTO PLAZA**  
 2455 East Market Street P.O. Box 312  
 HARRISONBURG, VA. 22803  
 Phone (540) 434-6731

STOCK NO. [REDACTED] DEAL NO. 36315

DATE OF SALE 03/21/2014

PURCHASER'S NAME [REDACTED] (PRINT OR TYPE)				HOME ADDRESS [REDACTED] TR			
CO/PURCHASER NAME [REDACTED] (PRINT OR TYPE)				CITY, STATE, ZIP [REDACTED]		E-MAIL ADDRESS	
PLEASE ENTER MY ORDER FOR THE FOLLOWING:							
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED				COUNTY		HOME PHONE [REDACTED]	
YEAR 2014				MAKE CHEVROLET		MODEL SILVERADO	
MILEAGE 16				VIN 3GCUKRE C9EG [REDACTED]		IN SERVICE DATE	
PRICE INCLUDING FREIGHT, HANDLING & DELIVERY				40566.06			
				TOTAL PURCHASE PRICE 40566.06			
				PROCESSING FEE FOR CONSUMER SERVICES 249.00			
				TITLE TAX 1492.60			
				DEALER'S BUSINESS LICENSE TAX 77.63			
IF THIS BUYERS ORDER IS FOR A NEW VEHICLE WITH MORE THAN 750 MILES PLEASE READ THIS NOTICE. Notice: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it.				REGISTRATION FEE 12.00		TITLE FEE 10.00	
				TOTAL DELIVERED PRICE 42407.29			
				SUBMITTED WITH ORDER (1) 6888.00			
				ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED 2000.00			
LESS BALANCE OWING TO -				(PURCHASER RESPONSIBLE FOR) PAYOFF ACCURACY APPROXIMATELY		N/A	
FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #13 ON REVERSE SIDE)				EQUITY ON TRADE-IN (2) 2000.00			
DATE _____ SIGNATURE _____				ADDITIONAL DOWN PAYMENT ON DELIVERY (3) N/A			
DESCRIPTION OF TRADE-IN				REBATE (4) 3500.00			
YEAR 2005		MAKE CHRYSLER		MODEL 300-SERIES		COLOR	
MILEAGE 179210		VIN 2C3JA43R85H [REDACTED]		TYPE/DOORS SD		TAG NO. [REDACTED]	
SALESPERSON WILSON, SAM				TOTAL DOWN PAYMENT (1+2+3+4) 12388.00			
				EXTENDED SERVICE CONTRACT INCLUDING TAX OF N/A		N/A	
				BALANCE DUE ON DELIVERY		30019.29	

The front and back of this buyer's order, along with other documents signed by Purchaser(s) in connection with this order, comprise the entire agreement between the parties affecting this purchase. No oral agreements or understandings shall be binding. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing them and that he/she has not signed any documents in blank. By executing this Order, Purchaser(s) acknowledges he/she has read all of its terms and has received a fully completed copy. Purchaser(s) certifies he/she is 18 years of age or older. Until made effective, this order is not binding and Purchaser(s) may cancel and recover deposit.

## NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED

**SECURITY AGREEMENT:** Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

**IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE**  
 YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT.

**IF YOU ARE LEASING THIS VEHICLE, THE SAME PROCEDURES, RIGHTS, AND OBLIGATIONS APPLICABLE TO TRANSACTIONS INVOLVING A RETAIL INSTALLMENT SALES CONTRACT STATED ABOVE APPLY TO THIS LEASE TRANSACTION.**

AMOUNT PAID BY COMMENT  
6,000.00 CK 14664

416907



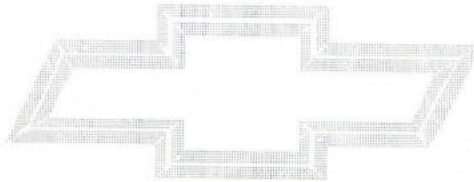
TOTAL RECEIVED: \$6,000.00

DATE-TIME: 24MAR2014 09:41

CASHIER: LL

LOCATION:

CASH DRAWER:



ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
1	50	1	20100	6,000.00		
		1	20500	-6,000.00	14664	

*Thank You!*

**CASH  
RECEIPT**

ACCOUNTING COPY



43106570983  
 JOE BOWMAN AUTO PLAZA  
 1631 MARKET STREET  
 HARRISBURG, PA 17101  
 717 651 6711

Merchant ID: 00000000000000000000  
 Term ID: 0002

Fee #: 0001

**Sale**

XXXXXXXXXXXX1649

VISA

Entry Method: Swiped

03/21/14

17:05:04

Inv #: 000002

Appr Code: 000000

Acct ref: Online

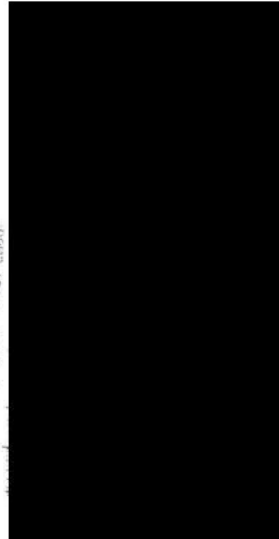
Batch#: 000002

Total:

\$ 000.00

\$ 000.00

Reference to card should be used.



THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

**OFFICIAL CHECK**

M16779 13331625

ISSUING BRANCH: 2091201 - HBLRG MATR

DATE: MARCH 24, 2014

68-236/514

OF THE JOE BOWMAN AUTO PLAZA

BB&T 30,019.29 DOLLARS

\$ \*\* \$30,019.29 \*\*  
 DOLLARS

BB&T

ARCH

Details on Back.

Sec



Joe Bowman Chevrolet - Customer Option Summary

Customer: [REDACTED]  
 Stock Number: [REDACTED]  
 Vehicle: 2014 CHEV SILV

Selling Price: \$40,566.06  
 Aftermarket Total: \$0.00  
 Trade Allowance: \$2,000.00  
 Payoff: \$0.00  
 Down Payment: \$6,888.00

Rebate: \$3,500.00  
 Sales Tax: \$1,567.23  
 Fees: \$249.00  
 Balance Due: \$29,994.29

Loan-75 of 429.08 @ 2.25% APR  
 Loan-72 of 524.43 @ 7.90% APR

OPTION 1	OPTION 2	OPTION 3	OPTION 4
<p><b>Vehicle Service Contract</b> \$2,608.00</p>	<p><b>Vehicle Service Contract</b> \$2,608.00</p>	<p><b>Vehicle Service Contract</b> \$2,608.00</p>	<p><b>Vehicle Service Contract</b> \$2,608.00</p>
<p>120 Months 75,000 Miles                      Comprehensive Disappearing Deductible                      Mechanical repair protection for the covered components of your vehicle. Includes rental and towing coverage.</p>	<p>120 Months 75,000 Miles                      Comprehensive Disappearing Deductible                      Mechanical repair protection for the covered components of your vehicle. Includes rental and towing coverage.</p>	<p>120 Months 75,000 Miles                      Comprehensive Disappearing Deductible                      Mechanical repair protection for the covered components of your vehicle. Includes rental and towing coverage.</p>	<p>120 Months 75,000 Miles                      Comprehensive Disappearing Deductible                      Mechanical repair protection for the covered components of your vehicle. Includes rental and towing coverage.</p>
<p><b>GAP</b> \$795.00</p>	<p><b>Paintless Dent Repair</b> \$595.00</p>	<p><b>Zurich Shield®</b> \$695.00</p>	
<p>Covers the difference between loan payoff and insurance on vehicle if declared a total loss.</p>	<p>Covers minor dents and dings on your vehicle's exterior surfaces.</p>	<p>Protection for the vehicles interior and exterior.</p>	
<p><b>Road Hazard Tire and Wheel</b> \$705.00</p>	<p><b>Zurich Shield®</b> \$695.00</p>		
<p>60 Months Premium                      Helps pay for damages to your Tires and Wheels as a result of Road Hazards- Includes Roadside Assistance &amp; Towing</p>	<p>Protection for the vehicles interior and exterior.</p>		
<p><b>Paintless Dent Repair</b> \$595.00</p>			
<p>Covers minor dents and dings on your vehicle's exterior surfaces.</p>			
<p><b>Zurich Shield®</b> \$695.00</p>			
<p>Protection for the vehicles interior and exterior.</p>			
<p>75 mths of 508.54 @ 2.25% (Rtl)*                      72 mths of 621.55 @ 7.90% (Rtl)*</p>	<p>75 mths of 486.60 @ 2.25% (Rtl)*                      72 mths of 594.74 @ 7.90% (Rtl)*</p>	<p>75 mths of 477.73 @ 2.25% (Rtl)*                      72 mths of 583.90 @ 7.90% (Rtl)*</p>	<p>75 mths of 467.37 @ 2.25% (Rtl)*                      72 mths of 571.24 @ 7.90% (Rtl)*</p>

\*Rtl = Retail, Lse = Lease, Bln = Balloon All payments are offered WITH APPROVED CREDIT ONLY and Pending Lender Approval.  
 The above is/are a generic description(s) of the products listed. Specific Benefits may not be available in all States. Please refer to the contract for more information.  
 \*\*Please note that the premium for this Product is based on the specific loan terms, interest rate and/or products selected. The specific premium quotes for other product/payment options are available upon request.



3-21-14

68-1,510 VA  
1751

Pay to the Order of Joe Bowman Chevrolet

Date \$6,000.00

Six thousand and No/00's

Dollars

Bank of America

ACH R/T 051000017

For Truck Loan Payment



Harland Clarke

AMOUNT PAID BY COMMENT  
30,019.29 CK [REDACTED]

416943

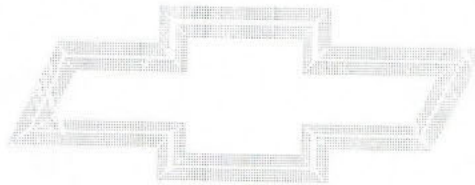
[REDACTED] TOTAL RECEIVED: \$30,019.29

DATE-TIME: 25MAR2014 15:35

CASHIER: LL

LOCATION:

CASH DRAWER:



ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
1	50	1	20100	30,019.29		
		1	20500	-30,019.29	14664	

*Thank You!*

**CASH  
RECEIPT**

ACCOUNTING COPY





Virginia Department of Motor Vehicles  
P.O. Box 27412 Richmond, Va. 23269-0001

1507.10

Date: 4/2/2014

Receipt#: [REDACTED]

Customer Copy

Received of: [REDACTED]

The Amount due of \$1,502.60 in Payment For Original Title

TAX ON DEALER PROCESSING FEE..	\$9.96	Amt Due:	\$1,502.60
TITLE FEES.....	\$10.00	Amt Paid	
SALES & USE TAX.....	\$1,482.64	Check:	\$1,502.60

PAID DMV *WOS*  
APR 02 2014  
HBG-632

*205/14664*

By: \_\_\_\_\_  
(Authorized Signature)

Teller: DMVK2S  
 Location: HARRISONBURG CSC  
 Settlement#: 6324092001  
 Log#: 00077  
 Date Paid: 04/02/14  
 Customer #: [REDACTED]  
 Title #: [REDACTED]  
 VIN: 3GCUKREC9EG [REDACTED]

Lienholder: BRANCH BANKING AND TRUST COMPANY  
PC BOX 1290  
WHITEVILLE, NC 28472

Acknowledgement of Monies Received



Virginia Department of Motor Vehicles  
P.O. Box 27412 Richmond, Va. 23269-0001

Date: 4/2/2014

Receipt#: [REDACTED]

Customer Copy

Received of: [REDACTED]

The Amount due of \$4.50 in Payment For Transfer Registration

REGISTRATION FEE.....	\$4.50	Amt Due:	\$4.50
		Amt Paid	
		Check:	\$4.50

PAID DMV *WPS*  
APR 02 2014  
HBG-632

By: \_\_\_\_\_  
(Authorized Signature)

Teller: DMVK2S  
 Location: HARRISONBURG CSC  
 Settlement#: 6324092001  
 Log#: 00081  
 Date Paid: 04/02/14  
 Customer #: [REDACTED]  
 Title #: [REDACTED]  
 Plate #: [REDACTED]

Acknowledgement of Monies Received



# Deal Jacket Checklist

Customer Name: [REDACTED]  
 Contract: [REDACTED]

Date of 3-21-14

SALESPERSON	SALES MANAGER
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Write up Worksheet</li> <li><input checked="" type="checkbox"/> Driver's License Copy</li> <li><input checked="" type="checkbox"/> Privacy Notice</li> <li><input checked="" type="checkbox"/> Credit Application</li> <li><input checked="" type="checkbox"/> <del>FTC Buyers Guide</del></li> <li><input checked="" type="checkbox"/> Proof of Insurance</li> <li><input checked="" type="checkbox"/> <del>(WE OWE)</del></li> <li><input checked="" type="checkbox"/> <del>Payoff Sheet</del></li> <li><input checked="" type="checkbox"/> Title/Registration</li> <li><input checked="" type="checkbox"/> Trade Appraisal</li> <li><input checked="" type="checkbox"/> Factory Invoice/CO</li> <li><input checked="" type="checkbox"/> Onstar/XM Verification</li> <li><input checked="" type="checkbox"/> <del>Authorizations (Supplier, GM Card, etc)</del></li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Final Figures</b></li> <li><input type="checkbox"/> Factory Incentive Forms</li> <li><input type="checkbox"/> Risk Based Pricing/Credit Score</li> <li><input type="checkbox"/> OFAC Verification</li> <li><input type="checkbox"/> Adverse Action Letter</li> </ul> <hr/> <p>Completed/Included Trade-In (as checked)</p> <hr/> <p>Completed/Included State Law (as checked)</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
FINANCE MANAGER	
<ul style="list-style-type: none"> <li><input type="checkbox"/> F&amp;I Products Menu</li> <li><input type="checkbox"/> F&amp;I Products Declination</li> <li><input type="checkbox"/> Service Contract</li> <li><input type="checkbox"/> GAP Waiver or Insurance Policy</li> <li><input type="checkbox"/> OFAC Verification/CASH</li> <li><input type="checkbox"/> Buyers Order/Purchase Agreement</li> <li><input type="checkbox"/> Retail Installment Contract <span style="margin-left: 20px;">BBT AUTO EXPRESS</span></li> <li><input type="checkbox"/> Title Application</li> <li><input type="checkbox"/> Odometer Statement</li> <li><input type="checkbox"/> Power of Attorney (DMV)</li> <li><input type="checkbox"/> Receipt for Funds Received</li> <li><input type="checkbox"/> Profit/Deal Recap</li> <li><input type="checkbox"/> Form 8300/IRS</li> <li><input type="checkbox"/> Notice to Co-Signer</li> </ul>	<p style="font-size: 2em; color: blue; transform: rotate(-15deg); opacity: 0.5;">Customer's owns title NO PAH</p>

\$ - both  
24k Mat.

The information provided in this checklist is for business assistance only. The information is NOT legal advice. Please consult with legal counsel regarding your responsibilities with respect to the documents in this checklist that apply to your business and the legal requirements for each document.

**CERTIFICATE OF ORIGIN FOR A VEHICLE**



DATE

**08/28/13**

VEHICLE IDENTIFICATION NO.

**3GCUKREC9EG**

BODY TYPE

**SILVERADO 4WD CREW CAB PICKUP**

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

**45.7**

G.V.W.R.

**7200**

NO. CYLS.

**08**

**RBLPD019**

INVOICE NO.

MAKE

**CHEVROLET**

SHIPPING WEIGHT

**5315**

SERIES OR MODEL

**N.T.R.**

**1/2**

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

NAME OF DISTRIBUTOR, DEALER, ETC.

**14074 RFMRQV**

**JOE BOWMAN CHEVROLET-CADILLAC  
PO BOX 312  
HARRISONBURG**

**VA 22803-0312**

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

\*\*\*\*\*  
\* THIS VEHICLE \*  
\* HAS A \*  
\* 50-STATE \*  
\* EMISSION \*  
\* SYSTEM \*  
\*\*\*\*\*

**GENERAL MOTORS LLC**

BY:

(AGENT)

G65512084

**DETROIT**

CITY - STATE

**MI 48243-1114**

GM 521 REV. 10-05

2014 SILVERADO 1500 4WD LT CREW  
GWX BROWNSTONE METALLIC  
H0U JET BLACK

146644  
/V8G

GENERAL MOTORS LLC

ORDER NO. RFMRQV/TRE STOCK NO.  
VIN 3GC UKRE C9 EG

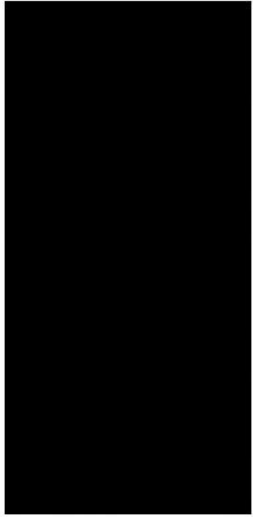
RENAISSANCE CENTER  
DETROIT MI 48243-1114  
VEHICLE INVOICE

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK15543 SILVERADO 1500 4WD LT CRE	38325.00	35642.26	INVOICE 08/28/13
C5Z 7,200 LB GVW RATING	N/C	N/C	SHIPPED 08/28/13
GU6 REAR AXLE 3.42 RATIO	N/C	N/C	W/P I/T 09/18/13
L83 ENGINE, 5.3L V8 ECOTEC3	1095.00	963.60	INT COM 09/18/13
MYC TRANSMISSION, 6 SPD AUTOMATIC	N/C	N/C	PRC EFF 08/28/13
NE1 50-STATE EMISSIONS	N/C	N/C	KEYS V5580 V5580
PDU ALL STAR EDITION	2740.00	2411.20	WFP-S QTR OPT-1
* WHEELS, 18" BRIGHT-MACHINED ALUMINUM			BANK: SUNTRUST BA
* TRAILERING EQUIPMENT PKG INCL AUTO LOCKING REAR DIFFERENTIAL			CHG-TO 14-074
* PWR SEAT ADJUSTER, DRIVER			SHIP WT: 5315
* FRONT FOG LAMPS			HP: 45.7
* AIR CONDITIONING, DUAL ZONE CLIMATE CONTROL			GVWR: 7200
* STEERING COLUMN, TILT & TELESCOPING			GAWR.FT: 3950
* REMOTE VEHICLE START			GAWR.RR: 3950
* CHEVROLET MYLINK AUDIO SYSTEM W/ 8" DIAGONAL COLOR TOUCH			PREFER: 40107.57
* REAR VISION CAMERA			MRM: 43355.00
* REAR WINDOW DEFROSTER			NTR: 1/2
* POWER OUTLET, 110-VOLT AC			ALLOW: 400.65
RBX 18" TIRES, ALL TERRAIN	200.00	176.00	
1SZ ALL STAR EDITION PACKAGE DISCOUNT	750.00-	660.00-	

TOTAL MODEL & OPTIONS	41610.00	38533.06	ACT 237	38279.76
DESTINATION CHARGE	995.00	995.00	F/B 261	1248.30
DEALER IMR CONTRIBUTION		208.05	N/V 261	208.05
<b>TOTAL</b>	<b>42605.00</b>	<b>39736.11</b>	<b>FAY 310</b>	<b>39736.11</b>
MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CREDIT		37912.93		

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

JOE BOWMAN CHEVROLET-CADILLAC



CHECK CONTROL NO. [REDACTED]

ISSUED BY: CHRISTINE

JOE BOWMAN AUTO PLAZA  
HARRISONBURG, VIRGINIA 22801

PAGE 1C

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ACCOUNT NO.	NET AMOUNT
	040214		FEES PAID AT DMV			3,161.23
				14664	20200	-3,161.23
				14726	20500	1,507.10
					20500	1,654.13
				TOTAL	20200	3,161.23

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM. WATERMARK ON BACK. HOLD AT ANGLE TO VIEW WHEN CHECKING ENDORSEMENT.



JOE BOWMAN AUTO PLAZA  
P.O. Box 312 2455 E. Market St.  
HARRISONBURG, VIRGINIA 22801  
Telephone: (540) 434-6731



[REDACTED] 68-02  
510

DATE
02APR14

PAY THIS AMOUNT			
*****3,161	DOLLARS	23	CENTS

AMOUNT OF CHECK
*****3,161.23

JOE BOWMAN AUTO PLAZA  
TWO SIGNATURES REQUIRED

TO THE ORDER OF

[REDACTED]

\_\_\_\_\_  
\_\_\_\_\_

[REDACTED]

100% PAPER • SUPPLIES CALL LOCAL FRIEL • (800) 488-4444 • TO BE ORDERED #1800002 • 05/03/00

# APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION



**PURPOSE:** Use this form to apply for a title and/or to register a passenger vehicle, motorcycle, truck, motor home (RV), or trailer.  
**INSTRUCTIONS:** Complete this form and return to any DMV customer service center (CSC). DMV may request proof of any information provided.

### ACQUISITION TYPE (check all that apply)

- |   |                                      |  |   |  |
|---|--------------------------------------|--|---|--|
| <input type="checkbox"/> Original Title is Electronic (No paper attached) | <input type="checkbox"/> Court Order | <input type="checkbox"/> Replica               | <input type="checkbox"/> Converted Electric                             | <input type="checkbox"/> Repossession (Vehicle must be in your possession) |
| <input type="checkbox"/> Leased   | <input type="checkbox"/> Replevin    | <input type="checkbox"/> Reconstructed         | <input type="checkbox"/> Abandoned Vehicle (Complete VSA 40)            | <input type="checkbox"/> Beneficiary Information (Complete VSA 18)         |
| <input type="checkbox"/> Rental   | <input type="checkbox"/> Seizure     | <input type="checkbox"/> Specially Constructed | <input type="checkbox"/> Mechanic's Lien/Storage Lien (Complete VSA 41) |  |

### OWNER INFORMATION

APPLICATION TYPE:  Title  Title and Registration (license plates issued)  Electronic Title Option -- I want DMV to maintain an electronic certificate of title on file for this vehicle. (No paper title will be issued)  YES  NO

Check one:  Vehicle is owned by individual(s).  Vehicle is business owned. If this application is for joint ownership, do you wish clear rights of ownership to be transferred to the surviving owner in the event of the death of either the owner or co-owner?  YES  NO

OWNER'S FULL LEGAL NAME (last, first, mi, suffix) OR BUSINESS NAME (if business owned) TELEPHONE NUMBER DMV CUSTOMER NUMBER / FEIN / SSN

CO-OWNER'S FULL LEGAL NAME (last, first, mi, suffix) TELEPHONE NUMBER DMV CUSTOMER NUMBER / FEIN / SSN

**NOTE:** Owners (and Lessees if applicable) MUST provide their residence/home/business address where requested, this address can not be a P.O. Box. You must complete form ISD-01 if you would like your address(es) updated.

OWNER'S RESIDENCE/HOME/BUSINESS ADDRESS (Apt # if applicable) CITY STATE ZIP CODE

CO-OWNER'S RESIDENCE/HOME/BUSINESS ADDRESS (Apt # if applicable) CITY STATE ZIP CODE

### ADDITIONAL INFORMATION

LOCATION WHERE VEHICLE IS PRINCIPALLY GARAGED  
 CITY  COUNTY  TOWN OF Rockingham Are any of the owners/lessees on active military duty or service?  YES  NO

IF YOU WOULD LIKE YOUR REGISTRATION RENEWALS SENT TO AN ADDRESS OTHER THAN YOUR RESIDENCE/BUSINESS ADDRESS, ENTER IT BELOW.

REGISTRATION MAILING ADDRESS - OPTIONAL CITY STATE ZIP CODE

### LEASE INFORMATION (if applicable)

LESSEE'S FULL LEGAL NAME (last, first, mi, suffix) TELEPHONE NUMBER DMV CUSTOMER NUMBER / FEIN / SSN

LESSEE'S RESIDENCE/BUSINESS ADDRESS CITY STATE ZIP CODE

### LIEN INFORMATION

IS THERE A LIEN ON THIS VEHICLE?  YES - YOU MUST COMPLETE THIS SECTION  NO - SKIP TO THE NEXT SECTION

DATE OF FIRST LIEN (mm/dd/yyyy) 03/21/14 LIENHOLDER NAME BB&T LIENHOLDER CODE ELTC1

LIENHOLDER MAILING ADDRESS PO BOX 1290 CITY WHITEVILLE STATE NC ZIP CODE 28472

DATE OF SECOND LIEN (mm/dd/yyyy) LIENHOLDER NAME LIENHOLDER CODE

LIENHOLDER MAILING ADDRESS CITY STATE ZIP CODE

### VEHICLE INFORMATION

YEAR 2014 MAKE CHEVROLET MODEL SILVERADO BODY TYPE Pickup VEHICLE IDENTIFICATION 3GCUKRECE9E0 NUMBER OF AXLES 2

EMPTY WEIGHT 5315 GROSS WEIGHT GROSS VEHICLE WEIGHT RATING (GVWR) GROSS COMBINATION WEIGHT RATING (GCWR) IS VEHICLE POWERED BY AN ALL ELECTRIC ENGINE?  YES  NO

FUEL TYPE Gas VEHICLE COLOR BROWN PRIMARY SECONDARY PREVIOUS TITLE NUMBER STATE IS THIS A LOW SPEED VEHICLE?  NO  YES IS THIS A LOGGING VEHICLE?  NO  YES

IS VEHICLE STATE OR LOCALITY-OWNED?  YES - enter agency code  NO AGENCY CODE NAME OF UNIT HAVING OPERATIONAL CONTROL

### PERSONAL PROPERTY TAX RELIEF ELIGIBILITY (Passenger vehicles only)

- Answer the questions below to determine if your vehicle qualifies for car tax relief.
 

a. Is more than 50% of the vehicle's annual mileage used as a business expense for federal income tax purposes OR reimbursed by an employer?	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Is more than 50% of the depreciation associated with the vehicle deducted as a business expense for federal income tax purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Is the cost of the vehicle expensed pursuant to Section 179 of the Internal Revenue Service Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. If the vehicle is leased by an individual, does the leasing company pay the tax without reimbursement from the individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
- If you answered YES to ANY of the above questions, check Business Use. Your vehicle is considered by State law to have a business use and does NOT qualify for Personal Property Tax Relief.  BUSINESS USE
- If you answered NO to ALL of the above questions, check Personal Use and answer the question below.  
 PERSONAL USE -- Is this vehicle held in a private trust for non-business purposes by an individual beneficiary?  YES  NO

LOG NUMBER

TITLE NUMBER

**SOURCE OF OWNERSHIP INFORMATION**

DEALERS ONLY	VA DEALER LICENSE NUMBER [REDACTED]	HOW WAS THIS VEHICLE SOLD TO YOU? (check one) <input type="checkbox"/> USED <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR	RENTOR NUMBER	PURCHASE DATE (mm/dd/yyyy) 03/21/2014
	MANUFACTURER REBATE/INCENTIVE 3500.00	SALES PRICE 40566.06	PROCESSING FEE 249.00	SALES AND USE TAX 1492.60
STREET ADDRESS 2455 E MARKET ST		CITY HARRISONBURG	STATE VA	ZIP CODE 22801
VEHICLE PURCHASED FROM JOE BOWMAN CHEVROLET INC				

**ODOMETER STATEMENT**

ODOMETER READING (no tenths)  
16

Federal and state laws require that you state the mileage in connection with the transfer of ownership. Failure to complete the statement or providing a false statement may result in fines and/or imprisonment.

I certify to the best of my knowledge that: (check one)  The odometer reading above is the ACTUAL MILEAGE of the vehicle.  
 The odometer reading above is NOT the ACTUAL MILEAGE. (Odometer discrepancy.)  The odometer reading above is IN EXCESS of its mechanical limits.  
 The model year is at least 10 years or older than the current calendar year and was exempt from odometer disclosure in the prior state of title. (Applicant must present the out-of-state title showing the exemption)

**REGISTRATION INFORMATION**

REGISTRATION PERIOD (check one):  ONE YEAR  TWO YEARS (\$2 discount applies)  TRANSFER [REDACTED]

REGISTRATION TYPE (check one):  PRIVATE  RENTAL  FOR HIRE (complete For Hire Information below)

**FOR HIRE INFORMATION**

Check to indicate how the vehicle being registered will be used. (check all that apply)

PASSENGER CARRIER OPERATIONS		PROPERTY CARRIER OPERATIONS	
<input type="checkbox"/> Common Carrier - Regular Route	<input type="checkbox"/> Employee Hauler	<input type="checkbox"/> Bulk Property Carrier	<input type="checkbox"/> Property Carrier
<input type="checkbox"/> Common Carrier - Irregular Route	<input type="checkbox"/> Contract Passenger Carrier	<input type="checkbox"/> Non-Emergency Medical Transport	<input type="checkbox"/> Household Goods Carrier
<input type="checkbox"/> Nonprofit/Tax-Exempt	<input type="checkbox"/> Taxicab	<input type="checkbox"/> Exempt Operations - Passengers *	<input type="checkbox"/> Exempt Operations - Property

\* You must also complete the For-Hire Vehicles Registration Request (MCS115)

Do you hold a valid intrastate operating authority certificate/permit?  YES  NO If no, and you are a passenger carrier you must also complete the For-Hire Vehicles Registration Request (MCS115).

**TYPE OF PLATE REQUESTED**

Select requested plate type: (see note below)

Special Plate (enter type) \_\_\_\_\_ (examples: Cardinal, Great Seal, Heritage, etc.)

Trailer Permanent - (one time fee) select size:  Regular size plate  Small size plate (trailer gross weight must be 4,000 lbs or less)

For Hire Plate (enter description): \_\_\_\_\_ (examples: Taxi, Passenger For Hire, Truck For Hire, Tow Truck, Tractor For Hire, etc.)

**NOTE:** Virginia offers more than 200 unique plates for our customers. Please visit [www.dmvNow.com](http://www.dmvNow.com) for a listing of special plates available. Not all plates are available for all vehicle types and some special plates require a certification form. Review our website for additional information.

**INSURANCE CERTIFICATION**

I/We certify that (check one):

This vehicle is insured by a liability policy issued through an insurance company licensed to do business in Virginia and it will remain insured while registered, whether or not it is operated. Penalties are severe for violation of this requirement.

This vehicle is not insured; therefore, I am remitting the applicable uninsured motor vehicle fee. (This fee provides no insurance coverage.) A vehicle must be insured with liability coverage when it is registered, and it must remain insured while registered, whether or not it is operated, or the uninsured motor vehicle fee must be paid. Penalties are severe for violation of this requirement.

**CERTIFICATION**

I/We certify and affirm that all information presented in this form is true and correct, that any documents I/we have presented to DMV are genuine, and that the information included in all supporting documentation is true and accurate. I/We make this certification and affirmation under penalty of perjury and I/we understand that knowingly providing false information in this form is a criminal offense.

APPLICANT SIGNATURE [REDACTED]	SIGNATURE [REDACTED]	DATE (mm/dd/yyyy) 03/21/2014
CO-APPLICANT SIGNATURE [REDACTED]	SIGNATURE OF CO-APPLICANT [REDACTED]	DATE (mm/dd/yyyy)

**PRIVACY NOTICE:** The information, including Social Security Number, is requested in accordance with Virginia Code §§46.2-623 and 46.2-629. Any person who refuses to supply the required information will be denied a certificate of title and/or registration. Title and registration records may be disseminated in accordance with §§46.2-208 through 46.2-214, to business, law enforcement or authorized government entities.

**POWER OF ATTORNEY FOR NON-RESIDENT(S) AND CORPORATION(S) NOT DOMICILED IN VIRGINIA:** Pursuant to the provisions of Virginia Code §46.2-601, I/we appoint the Commissioner of the Department of Motor Vehicles of the Commonwealth of Virginia, to be my/our true and legal agent upon whom all legal processes against me/us may be served in any legal proceeding arising from the operation and/or use of any motor vehicle registered in my/our name(s) in the Commonwealth of Virginia. I/we agree that any lawful process or notice to me/us which is served on the Commissioner shall have the same legal effect as if served on me/us within the Commonwealth of Virginia.

**DMV USE ONLY**

WITH LIEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	PROOF OF ADDRESS (specify proof document(s) presented)			
PLATE NUMBER	PLATE TYPE	EXPIRATION DATE	IF HELD REASON	CSR STAMP
SALES PRICE \$ 40566.06	TITLE FEE \$ 2.00			
PROCESSING FEE \$ 249.00	TRANSFER FEE \$			
SALES & USE TAX \$ 1492.60	REGISTRATION FEE \$		UMV FEE \$	
DEALER SURCHARGE \$ 10.00	PERSONALIZED PLATE FEE \$		WEIGHT INCREASE FEE \$	
			HYBRID/ELECTRIC \$	TOTAL \$ 1753.60

**SOURCE OF OWNERSHIP INFORMATION**

DEALERS ONLY	VA DEALER LICENSE NUMBER 0066	HOW WAS THIS VEHICLE SOLD TO YOU? (check one) <input type="checkbox"/> USED <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR		RENTOR NUMBER	PURCHASE DATE (mm/dd/yyyy) 03/21/2014
	MANUFACTURER REBATE/INCENTIVE 3500.00	SALES PRICE 40566.06	PROCESSING FEE 249.00	SALES AND USE TAX 1492.60	VEHICLE PURCHASED FROM JOE BOWMAN CHEVROLET INC
STREET ADDRESS 2455 E MARKET ST			CITY HARRISONBURG	STATE VA	ZIP CODE 22801

**ODOMETER STATEMENT**

ODOMETER READING (no tenths)  
16

Federal and state laws require that you state the mileage in connection with the transfer of ownership. Failure to complete the statement or providing a false statement may result in fines and/or imprisonment.

I certify to the best of my knowledge that: (check one)  The odometer reading above is the ACTUAL MILEAGE of the vehicle.  
 The odometer reading above is NOT the ACTUAL MILEAGE. (Odometer discrepancy.)  The odometer reading above is IN EXCESS of its mechanical limits.  
 The model year is at least 10 years or older than the current calendar year and was exempt from odometer disclosure in the prior state of title. (Applicant must present the out-of-state title showing the exemption)

**REGISTRATION INFORMATION**

REGISTRATION PERIOD (check one):  ONE YEAR  TWO YEARS (\$2 discount applies)  TRANSFER

REGISTRATION TYPE (check one):  PRIVATE  RENTAL  FOR HIRE (complete For Hire Information below)

**FOR HIRE INFORMATION**

Check to indicate how the vehicle being registered will be used. (check all that apply)

PASSENGER CARRIER OPERATIONS		PROPERTY CARRIER OPERATIONS	
<input type="checkbox"/> Common Carrier - Regular Route	<input type="checkbox"/> Employee Hauler	<input type="checkbox"/> Bulk Property Carrier	
<input type="checkbox"/> Common Carrier - Irregular Route	<input type="checkbox"/> Contract Passenger Carrier	<input type="checkbox"/> Property Carrier	
<input type="checkbox"/> Nonprofit/Tax-Exempt	<input type="checkbox"/> Taxicab	<input type="checkbox"/> Household Goods Carrier	
<input type="checkbox"/> Sight-seeing Carrier		<input type="checkbox"/> Exempt Operations - Property	
<input type="checkbox"/> Non-Emergency Medical Transport			
<input type="checkbox"/> Exempt Operations - Passengers *			

\* You must also complete the For-Hire Vehicles Registration Request (MCS115)

Do you hold a valid intrastate operating authority certificate/permit?  YES  NO If no, and you are a passenger carrier you must also complete the For-Hire Vehicles Registration Request (MCS115).

**TYPE OF PLATE REQUESTED**

Select requested plate type: (see note below)

Special Plate (enter type) \_\_\_\_\_ (examples: Cardinal, Great Seal, Heritage, etc.)

Trailer Permanent - (one time fee) select size:  Regular size plate  Small size plate (trailer gross weight must be 4,000 lbs or less)

For Hire Plate (enter description): \_\_\_\_\_ (examples: Taxi, Passenger For Hire, Truck For Hire, Tow Truck, Tractor For Hire, etc.)

**NOTE:** Virginia offers more than 200 unique plates for our customers. Please visit [www.dmvNow.com](http://www.dmvNow.com) for a listing of special plates available. Not all plates are available for all vehicle types and some special plates require a certification form. Review our website for additional information.

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I/We certify that (check one):

This vehicle is insured by a liability policy issued through an insurance company licensed to do business in Virginia and it will remain insured while registered, whether or not it is operated. Penalties are severe for violation of this requirement.

This vehicle is not insured; therefore, I am remitting the applicable uninsured motor vehicle fee. (This fee provides no insurance coverage.) A vehicle must be insured with liability coverage when it is registered, and it must remain insured while registered, whether or not it is operated, or the uninsured motor vehicle fee must be paid. Penalties are severe for violation of this requirement.

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APPLICANT	SIGNATURE	DATE (mm/dd/yyyy)
CO-APPLICANT	SIGNATURE	DATE (mm/dd/yyyy)

**PRIVACY NOTICE:** The information, including Social Security Number, is requested in accordance with Virginia Code §§46.2-623 and 46.2-629. Any person who refuses to supply the required information will be denied a certificate of title and/or registration. Title and registration records may be disseminated in accordance with §§46.2-208 through 46.2-214, to business, law enforcement or authorized government entities.

**POWER OF ATTORNEY FOR NON-RESIDENT(S) AND CORPORATION(S) NOT DOMICILED IN VIRGINIA:** Pursuant to the provisions of Virginia Code §46.2-601, I/we appoint the Commissioner of the Department of Motor Vehicles of the Commonwealth of Virginia, to be my/our true and legal agent upon whom all legal processes against me/us may be served in any legal proceeding arising from the operation and/or use of any motor vehicle registered in my/our name(s) in the Commonwealth of Virginia. I/we agree that any lawful process or notice to me/us which is served on the Commissioner shall have the same legal effect as if served on me/us within the Commonwealth of Virginia.

**DMV USE ONLY**

WITH LIEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	PROOF OF ADDRESS (specify proof document(s) presented)			
PLATE NUMBER	PLATE TYPE	EXPIRATION DATE	IF HELD REASON	CSR STAMP
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PROCESSING FEE \$ 249.00	TRANSFER FEE \$			
SALES & USE TAX \$ 1492.60	REGISTRATION FEE \$			
DEALER SURCHARGE \$ 10.00	PERSONALIZED PLATE FEE \$			
			UMV FEE \$	
			WEIGHT INCREASE FEE \$	
			HYBRID/ELECTRIC \$	
				TOTAL \$ 1753.60



Virginia Department of Motor Vehicles  
P.O. Box 27412 Richmond, Va. 23269-0001

Date: 4/2/2014

Receipt# [REDACTED]

Customer Copy

Received of: [REDACTED]

The Amount due of \$4.50 in Payment For Transfer Registration

REGISTRATION FEE.....	\$4.50	Amt Due:	\$4.50
		Amt Paid	
		Check:	\$4.50

PAID DMV *WPS*  
APR 02 2014  
HBG-632

By: \_\_\_\_\_  
(Authorized Signature)

Teller: DMVK2S  
 Location: HARRISONBURG CSC  
 Settlement#: 6324092001  
 Log#: 00081  
 Date Paid: 04/02/14  
 Customer #: [REDACTED]  
 Title #: [REDACTED]  
 Plate #: [REDACTED]

Acknowledgement of Monies Received



Customer Enrollment Confirmation

VIN: 3GCUKREC9EG [REDACTED]  
Vehicle: 2014 Chevrolet Silverado Crew Cab  
Dealer: JOE BOWMAN CHEVROLET-CADILLAC  
2455 E MARKET ST  
HARRISONBURG VA 22801-8763

BAC Code: 113 [REDACTED]  
Dealer Code: 14074

Owner: [REDACTED]

The customer has accepted the OnStar Terms & Conditions and Privacy Statement.

OnStar can transfer remaining pre-paid subscription time and Hands Free Calling (HFC) minutes from the [REDACTED] Advisor during the Welcome Call at delivery.

Date: 3 21 2014

SiriusXM service for traded vehicles can be deactivated, and remaining balance credited back to Credit or applied to SiriusXM service on the new vehicle. The customer should call SiriusXM at (877) 266-2685 and have Radio ID from old and new vehicles, along with credit card for remaining balance.

- [Workbenches](#)
- [My Shortcuts](#)
- [Messages](#)
- [Library](#)
- [SALES Workbench](#)
- [Sales Workbench Videos](#)
- [Customer Information](#)
- [Select Vehicle](#)
- [Create Price Quote](#)
- [Finance](#)
- [Toolbox](#)

[Home](#) > [Sales Workbench](#) > [Toolbox](#) > [Vehicle Purchase Program](#)

[Help](#) [Print](#)

## Vehicle Purchase Program

# Welcome to the GM Vehicle Purchase Program

## Vehicle Identification Number Lookup Result

- [Obtain Approval Code](#)
- [VIN Look-Up Discount Price & Dealer Allowance](#)
- [Rules and Guidelines](#)
- [Request a Duplicate Customer Dealer Agreement](#)
- [Void An Approval](#)
- [Frequently Asked Questions](#)

**VIN** 3GCUKREC9EG [REDACTED]  
**Year** 2014  
**Make** CHEVROLET  
**Model** 1500 SILVERADO



Pictured: 2014 Chevrolet Silverado 1500 Crew Cab LTZ 4x4

<b>GM Employee Discount Price</b>	<b>Dealer Allowance</b>
\$38,136.74	\$2,371.48
<b>GM Supplier Discount Price</b>	<b>Dealer Allowance</b>
\$39,678.06	\$830.16

[Authorization Approval Questions](#)

1-800-835-4646

[Technical Support](#)

1-888-337-1010



Customer Enrollment Confirmation

VIN: 3GCUKREC9EG [REDACTED]  
Vehicle: 2014 Chevrolet Silverado Crew Cab  
Dealer: JOE BOWMAN CHEVROLET-CADILLAC  
2455 E MARKET ST  
HARRISONBURG VA 22801-8763

BAC Code: 113 [REDACTED]  
Dealer Code: 14074

Owner: [REDACTED]

The customer has accepted the OnStar Terms & Conditions and Privacy Statement.

[REDACTED]

Subscription time and Hands Free Calling (HFC) minutes from the  
Just ask the Advisor during the Welcome Call at delivery.

Date: 3 21 2014

can be deactivated, and remaining balance credited back to Credit  
or applied to SiriusXM service on the new vehicle. The customer should call SiriusXM at (877) 266-2685  
and have Radio ID from old and new vehicles, along with credit card for remaining balance.



Who we are

Who is providing this notice?	Joe Bowman Chevrolet
-------------------------------	----------------------

What we do

How does Joe Bowman Chevrolet protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Joe Bowman Chevrolet collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ apply for financing</li> <li>■ give us your income information or provide employment information</li> <li>■ provide account information or give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>■ <i>Joe Bowman Chevrolet has no affiliates</i></p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>■ <i>Joe Bowman Chevrolet does not share with nonaffiliates so they can market to you.</i></p>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>■ Our joint marketing partners include finance companies.</p>

Other important information

	COPY OF THIS NOTICE.
	<p>_____ Date</p> <p>_____ Date</p>

Print Customer Name

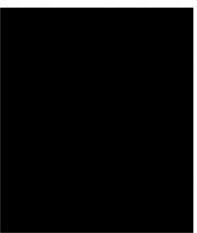
Customer Signature

Date

not the income or assets of a another person as basis for the repayment of the credit requested, complete sections applying to applicant only.  
 If you are married and live in a community property state (AZ, CA, ID, LA, NV, TX, WA, and WY) please complete all sections, including the Co-Applicant section, providing information about your spouse.  
 If you are applying for individual credit, but are relying on income from alimony, child support, or separate maintenance or the income or assets of another person as the basis for repayment of the credit requested, complete all sections to the extent possible, providing information in the Co-Applicant section, and person on whose alimony, support, or maintenance payments or income or assets you are relying on.  
 If you are applying for joint credit, both Applicants must initial here and sign at the bottom of this form.  Applicant  Co-Applicant

10 YEARS

16790 SW 283 ST  
 HAINESBROOK, FL 33031



Applicant Last: \_\_\_\_\_  
 First: \_\_\_\_\_  
 MI: \_\_\_\_\_ Suffix: \_\_\_\_\_  
 DOB: \_\_\_\_\_  
 SSN: \_\_\_\_\_  
 Home Ph#: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 ZIP: \_\_\_\_\_  
 City/State: \_\_\_\_\_  
 Time at Address: 10 Yrs. 7 Mon. Time at Address: \_\_\_\_\_ Yrs. \_\_\_\_\_ Mon.  
 Res. Type: \_\_\_\_\_ Res. Type: \_\_\_\_\_  
 Rent/Mortgage \$: 2000 Mortgage \$: \_\_\_\_\_  
 Emp. Title: \_\_\_\_\_ Emp. Title: \_\_\_\_\_  
 Employer: \_\_\_\_\_ Employer: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Time at Job/Retired: \_\_\_\_\_ Yrs. \_\_\_\_\_ Mon. Job/Retired: \_\_\_\_\_ Yrs. \_\_\_\_\_ Mon.  
 Gross Income: \_\_\_\_\_ Gross Income: \_\_\_\_\_  
 Other Income Source: \_\_\_\_\_ Other Income Source: \_\_\_\_\_  
 Other Income Amt: \_\_\_\_\_ Other Income Amt: \_\_\_\_\_  
 Prev. Employer: \_\_\_\_\_ Prev. Employer: \_\_\_\_\_  
 Time at Job: \_\_\_\_\_ Yrs. \_\_\_\_\_ Mon. Time at Job: \_\_\_\_\_ Yrs. \_\_\_\_\_ Mon.

Purchase	Trade	Sales Price
Year: _____	Year: _____	\$ _____
Make: _____	Make: _____	Sales Tax: \$ _____
Model: _____	Model: _____	Trade Equity: \$ _____
Mileage: _____	Mileage: _____	Cash Down: \$ _____
		Total Amt: \$ _____

DUE TO THE PASSAGE OF THE USA PATRIOT ACT WE ARE REQUIRED TO NOTIFY OUR CUSTOMERS OF THE FOLLOWING INFORMATION: IF YOU OVERSEE THE FINANCIAL AND/OR BUSINESS ASPECTS OF A BUSINESS OR ORGANIZATION, YOU MAY BE REQUIRED TO PROVIDE ADDITIONAL INFORMATION TO US. THE INFORMATION WE ASK FOR IS NOT RELATED TO YOUR CREDIT RISK, BUT IS REQUIRED BY FEDERAL LAW. WE WILL NOT DISCLOSE YOUR INFORMATION TO ANY OTHER PARTY. IF YOU ARE A BUSINESS OR ORGANIZATION, YOU MAY BE REQUIRED TO PROVIDE ADDITIONAL INFORMATION TO US. THE INFORMATION WE ASK FOR IS NOT RELATED TO YOUR CREDIT RISK, BUT IS REQUIRED BY FEDERAL LAW. WE WILL NOT DISCLOSE YOUR INFORMATION TO ANY OTHER PARTY.



\_\_\_\_\_ Date  
 Co-Applicant's Signature

Select Incentives

**Selection Criteria**

Delivery Date: 03/21/2014  
 VIN #: 3GCUKREC9E012345678  
 2014 CHEVROLET Silverado 1500  
 Inventory Status: New

Customer Location: **ROCKINGHAM (22801)**  
 Delivery Type: **INDIVIDUAL**  
 Order Type: **RETAIL - STOCK**  
 Dealer:

**Selected Incentives**

Cash Total: **\$3,500**  
 Term:  
 Rate:  
 Residual:

Cash	Stackable Cash	Program Number	Description	Rate	Residual	Term	Fin Src	Start	End	Incentive Code	Waive SEC DEP	Waive 1st Mon
\$1,750	\$1,750	14-40ACA-006	GENERAL MOTORS CONSUMER CASH PROGRAM					2014-03-01	2014-03-31	NCC		

**Additional Stackable Incentives**

Cash	Program Number	Description	Rate	Term	Fin Src	Start	End	Incentive Code	Waive SEC DEP	Waive 1st Mon
\$1,000	14-40AF-006	GM INCREMENTAL CONSUMER CASH PROGRAM				2014-03-01	2014-03-31	LJR		
\$750	14-40AD-011	GENERAL MOTORS BONUS CASH PROGRAM				2014-03-01	2014-03-31	LHT		

The information presented on this screen is as of 03/21/2014 04:04 PM

*\*Programs in red print indicate a VIN Exception Condition - You must refer to program for specific eligibility/compatibility guidelines. Dealer responsible for determining consumer eligibility for each program.*

[FAQs](#) | [Other Bill Payment Options](#)

### One-Time Payment Service - Confirmation and Disclaimer

Thank you for using the Erie Insurance One-Time Payment Service. We have received your payment information and will transmit it to your financial institution.

Credit to your account with Erie Insurance is dependent on our receipt of payment from your credit card or debit card. If, for whatever reason, we do not receive the payment, or the payment must be returned, your premiums will still be due, in which case you will be alerted.

Name:	[Redacted]	Confirmation Number:	[Redacted]	Policy Number:	[Redacted]
Address:	[Redacted]			Account Type:	Visa
Address 2:	[Redacted]			Name on Card:	[Redacted]
City:	[Redacted]			Card Number:	[Redacted]
State:	[Redacted]			Authorization Number:	[Redacted]
ZIP Code:	[Redacted]			Expiration Date:	11/2015
Phone:	[Redacted]			Payment Date:	10/24/2013 14:14
E-mail:	[Redacted]			Payment Amount:	\$236.00

ERIE reserves the right to refuse a payment if your payments are not current, if your policy is lapsed, or if your policy is pending cancellation. There is no coverage for any loss which occurs while your policy is out of force.

[Print](#) [Quit](#)

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Powered by Online Resources

# CUSTOMER ACKNOWLEDGEMENT FORM

FIND NEW ROADS



## CHEVROLET 2-YEAR MAINTENANCE PROGRAM

As the owner of an eligible new Chevrolet vehicle, we are pleased to offer you the Chevrolet 2-Year Maintenance Program on your new purchase/lease. This program is in addition to:

- A 5-year/100,000-mile Powertrain Limited Warranty (whichever comes first)
- A 3-year/36,000-mile Bumper-to-Bumper Limited Warranty (whichever comes first)

Together, this coverage provides added peace of mind and all three elements are fully transferable. To be eligible, you must take delivery on or after May 1, 2013.

**Note:** These maintenance services can only be performed at participating Chevrolet dealerships.

### SERVICES INCLUDE

The Chevrolet 2-Year Maintenance Program includes only the following:

- 2-year/24,000-mile Scheduled Maintenance (whichever comes first; up to a total of 4 service events):
  - > ACDelco dexos1<sup>®</sup> Oil and ACDelco Oil Filter Change<sup>1</sup>
  - > 4-wheel Tire Rotation (excludes DRW pickups)
  - > 27-Point Vehicle Inspection (MPVI)

<sup>1</sup> Oil type provided will be in accordance with manufacturer recommendations in the vehicle's Owner's Manual.

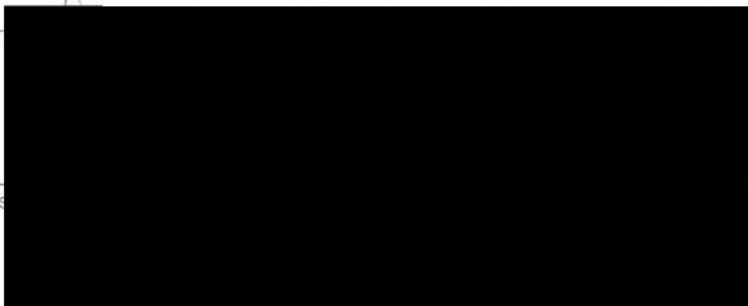
Cruze Diesel and Silverado HD Duramax<sup>†</sup> models include a DEF fluid refill at each of the 4 provided visits. See dealer and owner's manual for details.

The Chevrolet 2-Year Maintenance Program covers only scheduled oil and oil filter changes and tire rotations, in accordance to your new vehicle's recommended maintenance schedule and Oil Life Monitoring system, for up to two years or 24,000 miles, whichever comes first. You can receive a maximum of four total service events. Does not include air filters. Only ACDelco dexos1<sup>®</sup> oil and ACDelco Oil Filters are eligible. See a participating dealer for other restrictions and complete details.

This program is not to be combined with any other GM service offers, and vehicles are only eligible for service in the U.S. and only at participating Chevrolet dealers.

I understand and agree to the Chevrolet 2-Year Maintenance Program outlined above.

(Customer Signature)



3 21 2014  
(Date)

**Dealer: Provide a copy to the customer and keep the original in the deal jacket for your records.**



ZURICH®

# Customer information sheet

Customer name:

[Redacted Customer Name]

Date:

3-21-2014

## Review of purchase agreement/buyer's order

1. How do you want your name(s) to appear on the title? Do you want the primary driver listed first?

Buyer No. 1:

[Redacted]

Buyer No. 2:

[Redacted]

2. We have your address as....is that correct?

3. These are the figures we have agreed to... (state figures)

4. You're trading in a (state the year, make, and model). Do you owe money on your trade? Yes  No

If yes, how much? \$

ZERO

5. Your vehicle comes with a manufacturer's limited warranty of

3 years

/ 36

miles.

This limited warranty covers defects in material and workmanship. There is no coverage for such items as oil change, wiper blades, and batteries. These are considered to be normal maintenance. Also there is no coverage for tires and wheels if damaged by any kind of road hazard or your windshield if it is damaged by rocks or other types of debris. Environmental damage to paint, such as tree sap, bird waste and insects and, of course, physical damage such as dents or dings is not covered by your manufacturer's warranty.

6. How many miles per year do you usually drive?

5-8 miles.

How long do you usually keep vehicles for?

Long time years

Are you planning to use your vehicle for business or pleasure?

Business

Personal

If business, what type of use? (normal driving, delivery, livery, etc.)

7. Dealership Survey Question: If the factory eliminated the limited warranty, how much would they need to reduce the vehicle price in order to still earn your business? \$

4 or 5,000 Adjust

8. Will you be servicing your vehicle with us?

Yes  No

If not, would you service it here if it were cost effective to you?

Yes  No

9. Do you have financing arranged yet?

Yes  No

If yes, where?

BBT

## Review of credit application

10. Your Employer is

[Redacted]

Annual Income

[Redacted]

11. Does this include any bonuses or additional income you may have?

Yes  No

12. Do you expect any raises or advancements?

Yes  No

If yes, what is the amount? \$

[Redacted]

13. If the lender needs additional down payment, how much would you be able to come up with? \$

[Redacted]

14. If your car were stolen or totaled and the insurance settlement didn't pay off your loan, how would you pay the remaining balance due?

Why would they not pay?

Place Trade Registration Card Below And Verify Correct Name And Address

# Customer's Registration Card

TAG# SRPFC

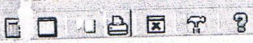
Year 00 Manufacturer CHRYSLER Model 300  
Trim Level \_\_\_\_\_ Engine \_\_\_\_\_ Mileage 179210 Color SILVER  
Equipment: Automatic / Manual \_\_\_\_\_

Is there an Extended Service Plan on this vehicle? \_\_\_\_\_  
Is there an Environmental Protection Package? \_\_\_\_\_  
Are you the original owner? Yes / No comments: \_\_\_\_\_  
Are these correct miles? Yes / No comments: \_\_\_\_\_  
Has any paint or body work been done to this vehicle? Yes / No \_\_\_\_\_  
Is there any existing body damage? Yes / No \_\_\_\_\_  
Are there any existing mechanical issues? Yes / No \_\_\_\_\_  
Please rate your tires:  Like new  Good  In need of replacement  
Has regular maintenance been performed on this vehicle? Yes / No \_\_\_\_\_  
Would you give your trade a good recommendation? Yes / No \_\_\_\_\_  
Could an interested party contact you? Yes / No \_\_\_\_\_  
#Keys \_\_\_\_\_ #Remotes \_\_\_\_\_ DVD Remote \_\_\_\_\_ Headphones \_\_\_\_\_ NAV Disc \_\_\_\_\_ Manual Yes / No \_\_\_\_\_

Customer Name \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_  
E-mail Address \_\_\_\_\_ @ \_\_\_\_\_  
Purchasing \_\_\_\_\_ Stock# \_\_\_\_\_ Year \_\_\_\_\_ New Use \_\_\_\_\_  
Auto Check Score \_\_\_\_\_ NADA \_\_\_\_\_ KBB \_\_\_\_\_ Manheim \_\_\_\_\_

ACV 2000 Date 3-21-14 Manager TW

Comments:



Purchase Information Screen

Deal Number: 36315

1. Contract Date: 03/21/14

2. Fin Inst: BBT

3. Cash Price: \$ 40,566.06

4. Tot Trade Net Allo: \$ 2,000.00

5. Cash Down: \$ 5,888.00

6. Rebate: \$ 3,500.00

7. Processing Fee: \$ 249.00

8. Title Fee: \$ 10.00

9. New Tag Fee:

10. Renew/Trans Fee: \$ 2.00

11. Temp Tag Fee:

12. On-Line Filing Fee: \$ 10.00

13. VSI Fee: \$ 49.00

14. Total Tax Amount: \$ 1,570.23

15. Ext Sery Contract:

16. VA Disclosure Form: N

17. PDR:

18. TIRE AND WHEEL:

19. Gap Insurance:

20. APR: 2.25%

21. Term: 75

22. DaysTo/1stPmtDate: 45 05/05/14

23. Payment: \$ 444.85

24. Odd Days: 15

Sale Subtotal: \$ 29,178.06

Total Financed: \$ 31,068.29

Finance Charge: \$ 2,295.46

Total Other Charges:

Total of Payments: \$ 33,363.75

Deferred Price: \$ 44,751.75

Unpaid Balance: \$ 31,068.29

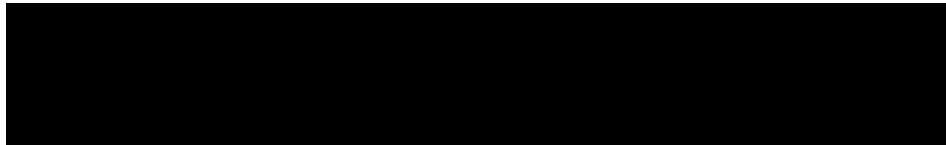
Command Window  
Command:

PE18-012

GM

3-27-2019

Q3



2014 SILVERADO 1500 4WD LT CREW

GENERAL MOTORS LLC

GWX BROWNSTONE METALLIC

/V8G

RENAISSANCE CENTER

H0U JET BLACK

DETROIT MI 48243-1114

ORDER NO. RFMRQV/TRE STOCK NO.

VEHICLE INVOICE

VIN 3GC UKRE C9 EG

\*\*\*\*\*2539\*\*\*\*\*13\*14074S

MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK15543 SILVERADO 1500 4WD LT CRE	38325.00	35642.26	INVOICE 08/28/13
C5Z 7,200 LB GVW RATING	N/C	N/C	SHIPPED 08/28/13
GU6 REAR AXLE 3.42 RATIO	N/C	N/C	EXP I/T 09/18/13
L83 ENGINE, 5.3L V8 ECOTEC3	1095.00	963.60	INT COM 09/18/13
MYC TRANSMISSION, 6 SPD AUTOMATIC	N/C	N/C	PRC EFF 08/28/13
NE1 50-STATE EMISSIONS	N/C	N/C	KEYS V5580 V5580
PDU ALL STAR EDITION	2740.00	2411.20	WFP-S QTR OPT-1
* WHEELS, 18" BRIGHT-MACHINED ALUMINUM			BANK: SUNTRUST BA
* TRAILERING EQUIPMENT PKG INCL AUTO LOCKING REAR DIFFERENTIAL			CHG-TO 14-074
* PWR SEAT ADJUSTER, DRIVER			SHIP WT: 5315
* FRONT FOG LAMPS			HP: 45.7
* AIR CONDITIONING, DUAL ZONE CLIMATE CONTROL			GVWR: 7200
* STEERING COLUMN, TILT & TELESCOPING			GAWR.FT: 3950
* REMOTE VEHICLE START			GAWR.RR: 3950
* CHEVROLET MYLINK AUDIO SYSTEM W/ 8" DIAGONAL COLOR TOUCH			PREFER: 40107.57
* REAR VISION CAMERA			MRM: 43355.00
* REAR WINDOW DEFROSTER			NTR: 1/2
* POWER OUTLET, 110-VOLT AC			ALLOW: 400.65
RBX 18" TIRES, ALL TERRAIN	200.00	176.00	
1SZ ALL STAR EDITION PACKAGE DISCOUNT	750.00-	660.00-	

TOTAL MODEL & OPTIONS	41610.00	38533.06	ACT 237	38279.76
DESTINATION CHARGE	995.00	995.00	H/B 261	1248.30
DEALER IMR CONTRIBUTION		208.05	ADV 261	208.05

TOTAL	42605.00	39736.11	PAY 310	39736.11
MEMO: TOTAL LESS HOLDBACK AND APPROX WHOLESALE FINANCE CREDIT		37912.93		

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

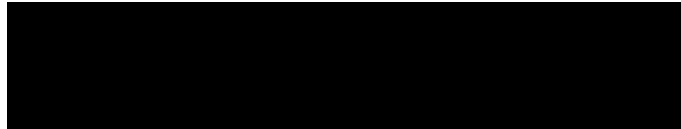
JOE BOWMAN CHEVROLET-CADILLAC

PE18-012

GM

3-27-2019

Q3





Mary Livingston  
Phone: 512-389-7054  
Email: mary.livingston@gm.com

GENERAL MOTORS  
LEGAL STAFF  
Mail Code: 482-  
P.O. Box 400  
Detroit, MI 4826

December 11, 2017

*Attorney Work  
Privileged and Confidential*

Charles Mitchell  
Rumberger Kirk & Caldwell, P.A.  
300 South Orange Avenue,  
Orlando, FL 32801

Re: **GM File No.:** [REDACTED]  
[REDACTED] v. **General Motors LLC**

Dear Mr. Mitchell:

This will acknowledge your agreement to represent General Motors in this case.

This case is part of the Early Resolution Program. A representative of the Business Resolution Center (BRC) will evaluate this case to determine if it merits settlement. No evaluation is required on your part at this point. Rather, it is requested that you prepare an Answer for I Staff's review and approval before filing with the court. Also, please inform Legal Staff of anything else that is required to comply with the court rules or whether opposing counsel served discovery. Any proposed discovery responses must be reviewed and approved by I Staff before filing/serving upon opposing counsel. Once approved, please provide Legal Staff with the as-filed version of the pleadings and discovery.

If this case is removed from the Early Resolution Program, the BRC will promptly advise you.

It is also important that you advise us of the names of any of your firm's new timekeepers who will be working on this case. On all written communication, please be sure to include the Case Name and Case Number. Feel free to contact me with any questions.

During the management of this matter if you have concern that the plaintiff's product alleges GM's engineering assessment, or your own technical analysis of this case raises a potential safety-related issue, please take that concern promptly to me, the Executive Director of Product Safety Litigation, the North American General Counsel, or the General Counsel. We expect our counsel to be partners in identifying and elevating issues that may impact product safety. Your attention to this will help GM set the industry standard with respect to customer safety.

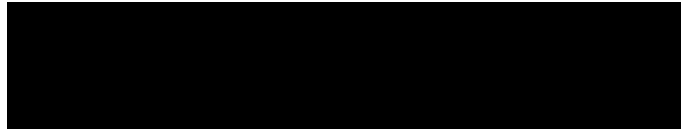
Sincerely,  
Mary Livingston

PE18-012

GM

3-27-2019

Q3





August 29, 2017

Brent Wikgren, Esq.  
Krohn & Moss  
10 N Dearborn St Fl 3  
Chicago, IL 60602

RE: [REDACTED]  
Service Request [REDACTED]  
2014 Chevrolet Silverado  
Vehicle Identification Number: 3GCUKREC9EG [REDACTED]  
Customer Relationship Specialist: Monica

Dear Mr. Wikgren:

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

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

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

- |                                     |   |                                     |                   |
|-------------------------------------|---|-------------------------------------|-------------------|
| <input checked="" type="checkbox"/> | Copy of owner's current title and/or registration | <input checked="" type="checkbox"/> | Finance agreement |
| <input checked="" type="checkbox"/> | Other: All service repairs                        | <input checked="" type="checkbox"/> | Buyer's agreement |

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

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

Sincerely,

General Motors

**RELEASE OF LIEN INFORMATION**

I \_\_\_\_\_,  
(Client's Name)

hereby authorize \_\_\_\_\_  
(Lien holder Name)

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

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

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

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

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

**VEHICLE INFORMATION**

The current vehicle mileage is \_\_\_\_\_ Date mileage read: \_\_\_\_\_.

\_\_\_\_\_  
Signature

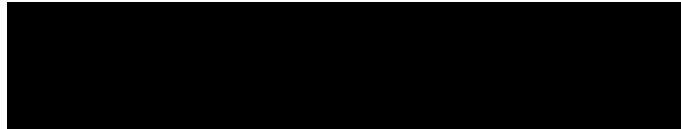
\_\_\_\_\_  
Signature

PE18-012

GM

3-27-2019

Q3



CCF

**BBB AUTO LINE  
Customer Claim Form**

Case number:  
Contact Date:  
Start Date:

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

**SECTION 1: CUSTOMER INFORMATION**

Titled owner: [REDACTED]	
Mailing address: c/o Brent Wikgrén, Esq.; Krohn & Moss, Ltd.; 10 North Dearborn Street, 3rd Floor	
City: [REDACTED]	State: [REDACTED] Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED] Cell phone: [REDACTED]
Fax: 866-431-5576	E-mail address: bwikgren@consumerlawcenter.com

**SECTION 2: VEHICLE INFORMATION**

Make: Chevrolet	Model: Silverado 1500	Year: 2014	Current mileage: 80k +/-
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Joe Bowmin Chevrolet (Harrisonburg, VA);			
Primary Servicing dealer/city/state: Keith Pierson Chevrolet (Homestead, FL)			
Acquired as: <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased	Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		
Purchase/lease date: 4/2014	Mileage at purchase/lease: 10 miles +/-		
First repair attempt date: 6/28/2014	First repair attempt mileage: 7652		
How often is the vehicle used for business purposes (percentage): 0 %	Number of vehicles owned or leased by the business: 0	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual	
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Date of accident: N/A	
Description of damage: N/A			

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

VIN: 3GCUKREC9EG [REDACTED] / diminished value damages, consequential damages, plus attorneys fees.

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

<b>VEHICLE IDENTIFICATION NUMBER</b>	
Lienholder/Leasing Company: N/A	Phone Number: _____
Account Number: _____	

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

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
<b>Example:</b> A/C won't cool properly	Any Dealer, Inc.	2	4/23/06: 3,500 miles, 5 days 6/10/07: 12,700 miles, 1 day	yes
PLEASE	SEE		ENCLOSED	
AFTER MARKET ITEMS			Bedliner, Bed Cover (Roll & Lock) Trailer Package, Stop Bars, Tint	

Total days out of service for [REDACTED]

Signature of Titled Owner(s)  
I am submitting this dispute for resolution  
under the BBB AUTO LINE Arbitration Program

Date 9-14-17  
I agree to arbitrate the dispute

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

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

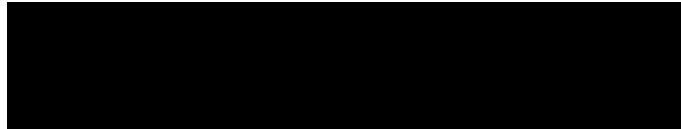
Date of Repair	Mileage	Description of Problem/Repair	Defects
6/28/2014	7,652	Campaign Dexos oil and rotation	Recall Service
9/4/2014	12,466	Campaign 15000 mile service	Recall Service
9/9/2014	?	Declined 15000 service	Service
9/10/2014	?	Recall 14192 unwanted transfer case to neutral	Recall
		Recall 14126 peak in odometer display incorrect	Recall
		Recall 14166 seat mounted side impact airbag connector	Recall
11/6/14- 11/10/14	16,820	Perform dexos oil and filter change, tire rotation. Includes top off all fluids and set ?	Service
1/5/15- 1/6/15	20,199	Cluster reads service 4 wheel drive	Service
		R/R tire is locking up	Tires
		Driveability concerns	Driveability
8/10/16- 8/13/16	63,263	Check engine light on	Electrical ✓
		Pass rear wheel locks up while driving at times especially when towing and in reverse gear. Customer upon receiving vehicle found transfer case switch was in low ?	Wheels/Electrical
		Engine lacks power	Electrical
		Remote start on fob doesn't work	Electrical
		Dexos oil and filter change. Includes up to 5 quarts dexos oil. Topping off all fluids and setting tire as per customer request.	Service
		Get prices on replacement tires	Service
3/22/2017	78,041	Brakes concern	Brakes ✓
		Axle/differential issue	Axle system ✓
		Campaign	Recall
4/17/2017	?	Brakes are hard	Brakes
		Difficulty with normal operation	Body/Trim (2)
		#16007-02: Safety recall - frontal airbag and pretensioner n ?	Recall
		#15822C: Safety recall seatbelt lap anchor tensioner cable	Recall
		#15304: service update for inventory and customer vehicles	Recall
7/11/2017	?	Difficulty with normal operation	Body/Trim

PE18-012

GM

3-27-2019

Q3





## Notice of Service of Process

null / WARBREACH  
Transmittal Number: 17491098  
Date Processed: 12/08/2017

**Primary Contact:** Rosemarie Williams  
General Motors LLC  
Mail Code 48482-038-210  
400 Renaissance Center  
Detroit, MI 48265

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**Entity:** General Motors LLC  
Entity ID Number 3113523

**Entity Served:** General Motors LLC

**Title of Action:** [REDACTED] vs. General Motors LLC

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Breach of Warranty

**Court/Agency:** Miami-Dade County Circuit Court, Florida

**Case/Reference No:** 2017-023500-CA-01

**Jurisdiction Served:** Florida

**Date Served on CSC:** 12/07/2017

**Answer or Appearance Due:** 20 Days

**Originally Served On:** CSC

**How Served:** Personal Service

**Sender Information:** Krohn & Moss, Ltd (Chicago, IL)  
312-578-9428

**Client Requested Information:** Year: 2014  
Make: Chevrolet  
Model: Silverado 1500  
VIN: 3GCUKREC9EG [REDACTED]

---

**Notes:** Krohn & Moss, Ltd 10 N. Dearborn Street, 3rd Floor Chicago, IL 60602  
CSC Location document was served: Corporation Service Company 1201 Hays St. Tallahassee, FL 32301

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

IN THE CIRCUIT COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO. [REDACTED]

[REDACTED]

Plaintiff,

v.

GENERAL MOTORS, LLC,

Defendant.

PLEASE SERVE:  
General Motors, LLC  
c/o Corporation Service Company  
1201 Hays Street  
Tallahassee, FL 32301-2525

William T. Vause  
Certified Process Server ID#30  
Second Judicial Circuit, Florida  
Date: 12-7-17 Time: 23:25pm

SUMMONS

THE STATE OF FLORIDA:  
To Each Sheriff of the State:

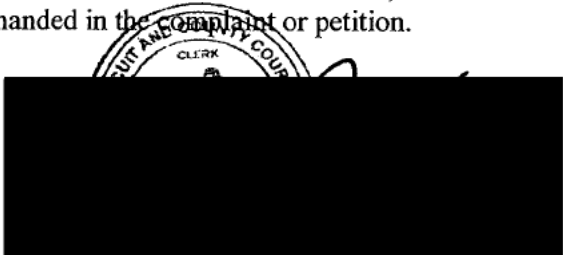
YOU ARE COMMANDED to serve this summons, a copy of the complaint or petition in this action, interrogatories, requests for production and requests for admission on defendant:

GENERAL MOTORS, LLC

Each defendant is required to serve written defenses to the complaint or petition on **Brent Wikgren**, plaintiff's attorney, whose address is **10 N Dearborn Street, 3<sup>rd</sup> Floor, Chicago, IL 60602**, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the **complaint** or petition.

DATED on ..... **NOV 01 2017** .....

BRENT WIKGREN  
KROHN & MOSS, LTD.  
10 N Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428  
FBN: [REDACTED]



If you are a person with a disability who needs any accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the MiamiDade County Court's ADA Coordinator at Lawson E. Thomas Courthouse Center, 175 N.W. 1st Ave., Suite 2702, Miami, FL 33128, telephone numbers (305) 349-7175 for voice or (305) 349-7174 for TDD and 349-7355 for fax, within two working days of your receipt of this document. If you are hearing or voice impaired, please call 711 for the Florida Relay Service.

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075. (See instructions for completion.)

I. CASE STYLE

Miami-Dade County Circuit Court

(Name of Court) \_\_\_\_\_

Plaintiff



Case #: \_\_\_\_\_

\_\_\_\_\_

Judge: \_\_\_\_\_

vs.

Defendant General Motors LLC

\_\_\_\_\_

II. TYPE OF CASE

(If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x in both the main category and subcategory boxes.

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
  - Business governance
  - Business torts
  - Environmental/Toxic tort
  - Third party indemnification
  - Construction defect
  - Mass tort
  - Negligent security
  - Nursing home negligence
  - Premises liability—commercial
  - Premises liability—residential
- Products liability
- Real property/Mortgage foreclosure
  - Commercial foreclosure \$0 - \$50,000
  - Commercial foreclosure \$50,001 - \$249,999
  - Commercial foreclosure \$250,000 or more

- Homestead residential foreclosure \$0 - \$50,000
- Homestead residential foreclosure \$50,001 - \$249,999
- Homestead residential foreclosure \$250,000 or more
- Nonhomestead residential foreclosure \$0 - \$50,000
- Nonhomestead residential foreclosure \$50,001 - \$249,999
- Nonhomestead residential foreclosure \$250,000 or more
- Other real property actions \$0 - \$50,000
- Other real property actions \$50,001 - \$249,999
- Other real property actions \$250,000 or more
- Professional malpractice
  - Malpractice—business
  - Malpractice—medical
  - Malpractice—other professional
- Other
  - Antitrust/Trade regulation
  - Business transactions
  - Constitutional challenge—statute or ordinance

- Constitutional challenge—proposed amendment
- Corporate trusts
- Discrimination—employment or other
- Insurance claims
- Intellectual property
- Libel/Slander
- Shareholder derivative action
- Securities litigation
- Trade secrets
- Trust litigation

**III. REMEDIES SOUGHT (check all that apply):**

- monetary;
- nonmonetary declaratory or injunctive relief;
- punitive

**IV. NUMBER OF CAUSES OF ACTION: [ ]**

(specify) Breach of Written Warranty Pursuant to the Magnuson- Moss Warranty Act

**V. IS THIS CASE A CLASS ACTION LAWSUIT?**

- yes
- no

**VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- no
- yes If "yes," list all related cases by name, case number, and court.

**VII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- yes
- no

I CERTIFY  
belief.

Signature

Nichol

(type or

is accurate to the best of my knowledge and

Fla. Bar #

(Bar # if attorney)

9/28/2017

Date

IN THE CIRCUIT COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.

[REDACTED]

Plaintiff,

v.

GENERAL MOTORS, LLC,

Defendant.

---

**COMPLAINT AND WRITTEN DISCOVERY REQUESTS**

NOW COME Plaintiff, [REDACTED] by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, GENERAL MOTORS, LLC, alleges and affirmatively state as follows:

**PARTIES**

1. Plaintiff [REDACTED] ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Florida.

2. Defendant, GENERAL MOTORS, LLC, ("Manufacturer") is a limited liability company authorized to do business in the State of Florida, County of Miami-Dade, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Joe Bowmin Chevrolet ("Seller"). Manufacturer does business in all counties of the State of Florida including Miami-Dade County, and maintains offices in the County of Miami-Dade, State of Florida.

### **JURISDICTION**

3. This is an action seeking damages in excess of \$15,000, exclusive of attorneys' fees and court costs.

### **BACKGROUND**

4. On or about April, 2014, Plaintiff purchased from Seller a new 2014 Chevrolet Silverado 1500 ("Silverado"), manufactured and distributed by Manufacturer, Vehicle Identification No. 3GCUKREC9E[REDACTED] for valuable consideration (See Copy of purchase agreement, attached hereto as Exhibit "A").

5. The agreed upon value of the Silverado, including all collateral charges including registration charges, document fees, sales tax, bank charges and finance charges, totaled approximately \$38,925.00.

6. Plaintiff aver that as a result of the ineffective repair attempts made by Manufacturer through its authorized dealership network, the Silverado cannot be utilized for personal, family and/or household use as intended by Plaintiff at the time of acquisition.

7. Manufacturer engaged in an aggressive advertising and marketing campaign in order to induce Plaintiff and other consumers to purchase its vehicles from a dealership that was authorized by Manufacturer to sell its vehicles and issue its written warranties to consumers.

8. Manufacturer was in direct privity with Plaintiff based upon its role in the sale, distribution, and repair of the subject vehicle through its authorized sales and servicing agents including Seller as evidenced by the following:

a. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of this state including the county wherein this lawsuit was filed.

b. Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer.

c. Manufacturer requires its authorized dealers to display Manufacturer's logo on the uniforms of authorized dealers' service personnel.

d. Manufacturer requires its authorized dealers to display Manufacturer's logo on the repair records that are given to authorized dealers' customers as receipts for service to their vehicles.

e. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty.

f. Manufacturer makes the final decision as to whether or not repairs made to a vehicle are to be covered by Manufacturer's warranty.

g. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty.

h. Manufacturer requires its authorized dealers to document repairs on repair invoices in a method prescribed by Manufacturer.

i. Manufacturer provides its authorized dealers with specific limitations on the amount of time its dealers may seek reimbursement for specific warranty repairs to a vehicle.

j. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer.

k. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Florida.

l. Manufacturer provides its authorized dealers with repair manuals and service bulletins to repair vehicles manufactured and/or distributed by Manufacturer.

9. In consideration for the purchase of the Silverado, Manufacturer issued and supplied to Plaintiff its written warranty, which included three (3) year or thirty-six thousand (36,000) mile basic coverage, five (5) year or one hundred thousand (100,000) mile powertrain. (See Copy of Warranty, attached hereto as Exhibit "B").

10. Based on the issuance of its written warranty and its contacts with Plaintiff as detailed as paragraphs seven (7) through nine (9) above, Manufacturer was in contractual privity with the Plaintiff.

11. On or about April, 2014, Plaintiff took possession of the Silverado and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Silverado.

12. Plaintiff delivered the Silverado to Manufacturer, through its authorized dealership network, on numerous occasions.

13. Plaintiff aver that the Silverado has been subject to repair on at least three (3) occasions for the same defect, and that the defect remains uncorrected.

14. Plaintiff bought the Silverado to Seller and/or an authorized service dealer of Manufacturer for various defects and nonconformities, including but not limited to:

- a. Defective engine, transmission and/or electrical system as evidenced by a recalled transfer case, odometer display, and seat mounted side impact airbag connector, the defective rear differential the illumination of the check engine and service 4 wheel drive messages, a lack of power in the engine, the failure of the remote start on key fob, and a difficulty with normal operation while in auto 4x4;
- b. Defective tires as evidenced by the right rear tire locking up while driving;
- c. Defective brakes as evidenced by the difficulty braking, a leak in the brake booster, a replaced pinion and ring gear; and
- d. All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

15. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Silverado.

16. Manufacturer was unable and/or failed to adequately repair the defects in Plaintiff Silverado as provided in Manufacturer's warranty.

17. The limited repair or replacement remedy contained with Manufacturer's warranty failed of its essential purpose pursuant to F.S.A. § 672.719(2) due to Manufacturer's failure to repair the Silverado within a reasonable time.

18. Manufacturer was unable and/or failed to adequately repair the defects in the Silverado as provided in Manufacturer's warranty after being afforded a reasonable opportunity to cure pursuant to 15 U.S.C. § 2310(e).

19. Plaintiff justifiably lost confidence in the Silverado's safety and/or reliability, and said defects have substantially impaired the value of the Silverado to Plaintiff.

20. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff acceptance of the Silverado.

21. Per the directive in Manufacturer's written warranty as described above, Manufacturer designated its authorized dealers as the entities to receive notice of defects in the Silverado for purposes of performing repairs on the vehicle.

22. Manufacturer was further notified of the defects in Plaintiff vehicle as a result of Manufacturer's approval of warranty claims on the vehicle and reimbursement to its dealers of the same.

23. As a result of these defects and Manufacturer's failure to timely repair the same, Plaintiff notified Manufacturer of the defects in writing prior to filing this instant lawsuit.

24. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

25. Plaintiff re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-24 of this Complaint.

26. Plaintiff is a purchaser of a consumer product who received the Silverado during the duration of a written warranty period applicable to the Silverado and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

27. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

28. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

29. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Silverado was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

30. Plaintiff's purchase of the Silverado was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Silverado to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Silverado in the event that the Silverado failed to meet the specifications set forth in Manufacturer's warranty.

31. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Silverado to Plaintiff.

32. Said purchase of Plaintiff Silverado was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

33. Plaintiff has met all of his obligations and preconditions as provided in the written warranties.

34. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Plaintiff aver that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff pray for judgment against Manufacturer as follows:

- a. Diminution in value of the vehicle, and incurred and/or needed costs of repair,
- b. All incidental and consequential damages incurred;
- c. Reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

***PLAINTIFF DEMAND A TRIAL BY JURY***

Respectfully Submitted,

Krohn & Moss, Ltd

By:

  
Krohn & Moss, Ltd  
10 N Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428  
Attorney for Plaintiff  
FBN: 091508

**EXHIBIT A**

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Available styles for the 2014 Chevrolet Silverado 1500

Style	Original MSRP / Price	Horse Power
4WD Double Cab 143.5' LT w/2LT	\$38,925.00 / N/A	285
4WD Crew Cab 153.0' Work Truck w/2WT	\$39,205.00 / N/A	285
2WD Double Cab 143.5' LTZ w/2LZ	\$39,340.00 / N/A	355
4WD Crew Cab 143.5' LT w/1LT	\$39,825.00 / N/A	285

46 more rows



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**2014 Chevrolet Silverado 1500 - Autotrader**



About this result Feedback

**2014 Chevrolet Silverado 1500 Crew Cab - Kelley Blue Book**

<https://www.kbb.com/chevrolet/silverado-1500-crew-cab/2014/>  
 Rating: 7.8/10 - 1 review  
 Learn more about the 2014 Chevrolet Silverado 1500 Crew Cab with Kelley Blue Book expert reviews. Discover information including pricing, ratings, consumer ...

**2014 Chevrolet Silverado 1500 - Autotrader**

<https://www.autotrader.com/2014-Chevrolet-Silverado+1500.jsp?modelId=25975>  
 Get information on 2014 Chevrolet Silverado 1500 cars, and find 2014 Chevrolet Silverado 1500 cars near you. ... Style, Original MSRP / Price, Engine, Horse

**2014 Chevrolet Silverado 1500 Prices, Reviews and Pictures | U.S. ...**

<https://cars.usnews.com/cars-trucks/chevrolet/silverado-1500/2014>  
 Rating: 8.6/10 - Review by U.S. News Best Cars Staff  
 Aug 25, 2017 - The 2014 Chevrolet Silverado 1500 is ranked #1 in 2014 Full Size Pickup Trucks by U.S. News & World Report. See the full review, prices, ...  
 Cost to Own: 8.8 Safety: 9.4  
 Critics' Rating: 9.1 Overall: 8.6

**Used 2014 Chevrolet Silverado 1500 for sale - Pricing & Features ...**



Rating: 3.4 - 51 reviews

Edmunds has detailed **price** information for the Used **2014 Chevrolet Silverado 1500**. Save up to \$300 on one of 435 Used **2014 Chevrolet Silverado 1500s** ...  
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### Used 2014 Chevrolet Silverado 1500 Crew Cab Pricing - For Sale ...

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Rating: 3.4 - 51 reviews

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### 2014 Chevrolet Silverado 1500 Overview | Cars.com

<https://www.cars.com> › Research › Chevrolet › Silverado 1500 ▾

Rating: 4.5 - 117 reviews

Research the **2014 Chevrolet Silverado 1500** online at cars.com. You'll find local deals, specs, ... **2014 Chevrolet Silverado 1500** for sale Get a **Price Quote** ...

**Engine:** 355-hp, 5.3-liter V-8 (regular gas) **Body Style:** Truck

**Towing Capacity:** 9,800 lbs. **Drivetrain:** 4x2

### 2014 Chevrolet Silverado 1500 Specs and Prices - Autoblog

[www.autoblog.com/buy/2014-Chevrolet-Silverado+1500/specs/](http://www.autoblog.com/buy/2014-Chevrolet-Silverado+1500/specs/) ▾

**2014 Silverado 1500** specs (horsepower, torque, engine size, wheelbase), MPG and **pricing** by trim level.

### 2014 Chevrolet Silverado 1500 Values- NADAguides

[www.nadaguides.com/Cars/2014/Chevrolet/Silverado-1500](http://www.nadaguides.com/Cars/2014/Chevrolet/Silverado-1500) ▾

Get **2014 Chevrolet Silverado 1500** trim level **prices** and reviews.

### 2014 Chevrolet Silverado 1500 First Drive – Review – Car and Driver

[www.caranddriver.com/reviews/2014-chevrolet-silverado-1500-first-drive-review](http://www.caranddriver.com/reviews/2014-chevrolet-silverado-1500-first-drive-review) ▾

First drive of the all-new **2014 Chevy Silverado**. ... that makes San Antonio the perfect place to launch the **2014 Chevrolet Silverado 1500**. .... **Build and Price**.

**Length:** 205.6-239.6 in

**Top speed:** 110 mph

**EPA city/highway driving:** 16-18/22-25 mpg **Wheelbase:** 119.0-153.0 in

### 2014 Chevrolet Silverado 1500 5.3L 4x4 Crew Cab Test – Review ...

[www.caranddriver.com/.../2014-chevrolet-silverado-1500-53l-4x4-crew-cab-test-revi...](http://www.caranddriver.com/.../2014-chevrolet-silverado-1500-53l-4x4-crew-cab-test-revi...) ▾

You'd think **truck** makers would be throwing a veritable conniption, what with gas **prices** so high and the concept of vehicle **downsizing** seemingly taking hold.

**Zero to 60 mph:** 6.7 sec

**Power:** 355 hp @ 5600 rpm

**TRANSMISSION:** 6-speed automatic with man... **Length:** 230.0 in

### Searches related to 2014 chevrolet silverado 1500 msrp

2014 chevrolet silverado 1500 2lt

2014 chevy silverado crew cab for sale

2014 chevrolet silverado 1500 1lt

2014 chevrolet silverado 1500 double cab configurations

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**EXHIBIT B**



## WARRANTY

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# ***2017 Warranty Coverage***

### **Bumper-to-Bumper Limited Warranty (including tires):**

Coverage is for the first 3 years or 36,000 miles, whichever comes first.

### **Powertrain Limited Warranty:**

Coverage is for the first 5 years or 60,000 miles, whichever comes first.

2500 and 3500 Series Heavy Duty (HD) Pickups equipped with a 6.6L Duramax Turbo-Diesel engine are covered for 5 years or 100,000 miles whichever comes first

Certain commercial fleet and/or government fleet vehicles purchased under a qualifying fleet account number are covered for 5 years or 100,000 miles, whichever comes first. A Qualified Fleet User is defined as a company that has purchased and registered or leased five (5) or more new cars/or trucks solely for use in its operation during the current or preceding calendar year, model year, preceding twelve (12) month period, or that owns or leases fifteen (15) or more cars and trucks. Excludes rental customers. See dealer for details.

Please refer to the Limited Warranty and Owner Assistance Information or a Chevrolet dealership for additional details.

### **Sheet Metal:**

Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.

Rust-through coverage is for the first 6 years or 100,000 miles, whichever comes first.

### **3 years/36,000 Miles Limited Warranty Coverage**

Chevrolet is committed to ensuring satisfaction with your new vehicle. Your Chevrolet dealer also wants you to be completely satisfied and invites you to return for all your service needs, both during and after the warranty period. To help keep things in proper working order, Chevrolet will warrant each 2016 model year from bumper-to-bumper for 3 years or 36,000 miles (whichever comes first; see dealer for details) with no deductible, from the original in-service date of the vehicle, for warrantable repairs that are required as a result of defects due to material and/or workmanship.

## **Powertrain Component Limited Warranty Coverage**

In addition to the 3-year/36,000 mile protection, many of your powertrain components are protected even further with coverage extending to 5 years or 60,000 miles, whichever comes first. Coverage for 2500 and 3500 Series Heavy Duty (HD) Pickups equipped with a 6.6L Duramax, and qualifying fleet vehicles is for 5 years or 100,000 miles, whichever comes first. Certain commercial fleet and/or government fleet vehicles purchased under a qualified fleet account number are covered for 5 years or 100,000 miles, whichever comes first. A Qualified Fleet User is defined as a company that has purchased and registered or leased five (5) or more new cars/or trucks solely for use in its operation during the current or preceding calendar year, model year, preceding twelve (12) month period, or that owns or leases fifteen (15) or more cars and trucks. Excludes rental customers. See dealer for details.

### **Engine**

Engine coverage includes all internally lubricated parts, engine oil cooling hoses, and lines. Also included are all actuators and electrical components internal to the engine (e.g., Active Fuel Management valve, lifter and oil manifold) cylinder head, block, timing gears, timing chain, timing cover, oil pump/oil pump housing, OHC carriers, valve covers, oil pan, seals, gaskets, manifolds, flywheel, water pump, harmonic balancer, engine mount, turbocharger, and supercharger. Timing belts are covered until the first scheduled maintenance interval. Exclusions: Excluded from the powertrain coverage are sensors, wiring, connectors, engine radiator, coolant hoses, coolant, and heater core. Coverage on the engine cooling system begins at the inlet to the water pump and ends with the thermostat housing and/or outlet that attaches to the return hose. Also excluded is the starter motor, entire pressurized fuel system (in-tank fuel pump, pressure lines, fuel rail(s), regulator, injectors, and return line), as well as the Engine/ Powertrain Control Module and/or module programming.

### **Diesel Engine/Components**

Cylinder block and heads and all internal parts, intake and exhaust manifolds, timing gears, timing gear chain or belt and cover, flywheel, harmonic balancer, valve covers, oil pan, oil pump, water pump, fuel pump, engine mounts, seals, and gaskets. Parts of the Emissions Reduction System such as the emissions reduction fluid tank, injectors, sensors including NOx and exhaust, and the Exhaust Particulate Filter. Glow Plug Control System: Control/glow plug assembly, glow plugs, cold advance relay, and engine control module. The fuel injection control module, integral oil cooler, transmission adapter plate, common fuel rails, fuel filter assembly, fuel temperature sensor, and function block.

### **Transmission/Transaxle**

Transmission and transaxle coverage includes all internally lubricated parts, case, torque converter, mounts, seals and gaskets, as well as any electrical components internal to the transmission/transaxle. Also covered are any actuators directly connected to the transmission (slave cylinder, etc.). Exclusions: Exclusions from the powertrain coverage include cooling lines, hoses, radiator, sensors, wiring, and electrical connectors. Also excluded are the clutch and pressure plate, as well as any Transmission Control Module and/or module programming.

### **Transfer Case**

- Transfer case coverage includes all internally lubricated parts, case, mounts, seals and gaskets, as well as any electrical components internal to the transfer case. Also covered are any actuators directly connected to the transfer case, as well as the encoder motor. Exclusions: Excluded from the powertrain coverage are transfer case cooling lines, hoses, radiator, sensors, wiring, and electrical connectors, as well as the transfer case control module and/or module programming.

## Drive Systems

Drive system coverage includes all internally lubricated parts, final drive housings, axle shafts and bearings, constant velocity joints, propeller shafts and universal joints. All mounts, supports, seals, and gaskets, as well as any electrical components internal to the drive axle. Also covered are any actuators directly connected to the drive axle (e.g., front differential actuator). Exclusions: Excluded from the powertrain coverage are all wheel bearings, drive wheel front and rear hub bearings, locking hubs, drive system cooling, lines, hoses, radiator, sensors, wiring, and electrical connectors related to drive systems, as well as any drive system control module and/or module programming.

## Sheet Metal

GM vehicles are designed and built to resist corrosion. All body and sheet metal components are warranted against corrosion for 3 years or 36,000 miles, whichever comes first. Plus you're protected even further from rust-through corrosion for a minimum of 6 years/100,000 miles (whichever comes first). Application of additional rust-inhibiting materials is not required under the corrosion coverage and none is recommended. See your GM dealer for terms of this limited warranty.

## Emission Control System Limited Warranty

For light duty trucks, see "How to Determine the Applicable Emissions Control Systems Warranty" under Emission Control System Warranty on pg. 21 for more information. Defects and performance for car and light-duty truck emission control systems are covered for the first 2 years or 24,000 miles, whichever comes first. From the first 2 years or 24,000 miles to 3 years or 36,000 miles defects in material or workmanship continue to be covered under the New Vehicle Limited Bumper-to-Bumper Warranty coverage. Specified major components are covered for the first 8 years or 80,000 miles, whichever comes first. Defects and performance for heavy duty truck emission control systems including those found in 6.6L Duramax® Diesel Engines are covered for the first 5 years or 50,000 miles, whichever comes first.

- **California:** Defects and performance for cars and trucks with light duty or medium duty emission control systems are covered for the first 3 years or 50,000 miles, whichever comes first. Specified components for cars or light duty trucks equipped with light duty or medium duty truck emission control systems are covered for the first 7 years or 70,000 miles, whichever comes first. Defects and performance for emission control systems found in trucks equipped with 6.6L Duramax® Diesel Engines are covered for the first 5 years or 50,000 miles, whichever comes first. Specified components for the emission control systems of 6.6L Duramax® Diesel Engines are covered for the first 7 years or 70,000 miles, whichever comes first. Some California emission vehicles may have special coverages than those listed here. See "California Emission Control System Warranty" on pg. 21 of your Chevrolet Limited Warranty and Owner Assistance Information booklet.

## **Tires**

The tires supplied with your vehicle are covered by General Motors against defects in material or workmanship under the Bumper-to-Bumper Limited Warranty coverage. Wear-out is not considered a defect, and it may occur before the vehicle warranty expires. In this case, the owner is responsible for purchasing replacement tires, or seeking coverage solely from the tire manufacturer. For vehicles within the Bumper-to-Bumper Limited Warranty coverage, defective tires will be replaced on a prorated adjustment basis according to the mileage-based schedule in your Warranty and Owner Assistance Information booklet. After your New-Vehicle Limited Warranty expires, you may still have prorated warranty coverage on your original equipment tires by the tire manufacturer.

## **Towing**

Towing is covered to the nearest Chevrolet dealer if your vehicle cannot be driven because of a warranted defect.

## **Accessory Coverage**

Most GM parts and accessories sold and permanently installed on a GM vehicle by a GM Dealer or GM approved Accessory Distributor/Installer (ADI) prior to delivery will be covered under the applicable portion (Bumper-to-Bumper, Powertrain, etc.) of the New Vehicle Limited Warranty. In the event GM accessories are installed after vehicle delivery, or are replaced under the New Vehicle Limited Warranty, they will be covered, parts and labor, for the balance of the applicable portion of the New Vehicle Limited Warranty, but in no event less than 12 months/unlimited miles. GM Accessories sold over the counter, or those not requiring installation, will continue to receive the standard GM Dealer Parts Warranty of 12 months from the date of purchase, parts only. GM Licensed and Integrated Business Partner (IBP) Accessories are covered under the accessory-specific manufacturer's warranty and are not warranted by GM or its dealers.

## **Additional Coverage**

Chevrolet includes two scheduled maintenance visits with the purchase or lease of new 2017 Chevrolet models

Chevrolet Included Maintenance includes only the following:

- Two maintenance visits within 2 years/24,000 miles (whichever comes first)
- ACDelco dexos1@Oil and ACDelco Oil Filter Change (excludes Bolt EV)
- 4-wheel Tire Rotation (excludes dual rear wheel vehicles, all Corvette models and select Camaro models - ZL1 model and 1LE package cars – due to their unidirectional tires; see Owner's Manual for details)
- 27-Point Vehicle Inspection (MPVI)

## **Courtesy Transportation Program**

Chevrolet is proud to offer the response, security and convenience of the 24-Hour Roadside Assistance Program. Roadside Assistance is provided with all purchased or leased GM vehicles that are within the Powertrain Limited Warranty.

- Emergency Towing (from a public road or highway to nearest Chevrolet dealer)
- Lockout Service (keys locked inside vehicle)

- Flat Tire Changes (service to change a flat tire with the spare tire (if equipped))\* Fuel Delivery (enough fuel for vehicle to get to the nearest service station)
- Jump-Starts (service to jumpstart a dead battery)

During the 8 year or 100,000 miles Electric Propulsion warranty period, towing is covered to the nearest Chevrolet servicing dealer if your vehicle cannot be driven because of a warranted Electric Propulsion specific defect.

Refer to your Owner's Manual for details, including reservation of rights, or consult your dealer/retailer. –For specific terms and conditions, please contact your Chevrolet Roadside Assistance Program advisor at 1-800-243-8872.

## ***What is Not Covered***

### **Tire and Wheel Damage or Wear**

Normal tire wear and tear or wear-out is not covered. Tire wear is influenced by many variables such as road conditions, driving styles, vehicle weight, and tire construction. Uniform tire wear is a normal condition, and it not considered a defect. Road hazard damage such as punctures, cuts, snags, and breaks resulting from pothole impact, curb impact, or from other objects is not covered. Tire wear due to misalignment beyond the warranty period is not covered. Also, damage from improper mounting or dismounting, misuse, negligence, alteration, improper repair, accident, collision, fire, vandalism, or misapplication is not covered. Damage to sidewalls caused by automatic car washes or cleaning agents is not covered.

### **Damage Due to Bedliners**

Owners of trucks with a bedliner, whether after-market or factory installed, should expect that with normal operation the bedliner will move. This movement may cause finish damage. Therefore, any damage caused by the bedliner is not covered under the terms of the New Vehicle Limited Warranty. The factory spray in bedliner (RPO CGN) is not covered for a loss of shine and luster or fading. Refer to the Owner's Manual for more information on spray in bedliner maintenance.

### **Damage Due to Accident, Misuse, or Alteration**

The New Vehicle Limited Warranty does not cover damage caused as a result of the following:

- Collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle.
- Misuse of the vehicle such as driving over curbs, overloading, racing, or other competition. Proper Vehicle use is discussed in the Owner's Manual.
- Alteration, modification, or tampering to the vehicle, including, but not limited to the body, chassis, powertrain, driveline, software, or other components after final assembly by GM.

- Coverages do not apply if the odometer has been disconnected, its reading has been altered, or mileage cannot be determined.
- Installation of non-GM (General Motors) parts.
- Water or fluid contamination.
- Damage resulting from hail, floods, windstorms, lightning, and other environmental conditions.
- Alteration of glass parts by application of tinting films.

**Important:** This warranty is void on vehicles currently or previously titled as salvage scrapped, junked, or otherwise considered a total loss.

## **Damage or Corrosion Due to Environment, Chemical Treatments, or Aftermarket Products**

Damage Caused by airborne fallout, rail dust, salt from sea air, salt or other materials used to control road conditions, chemicals, tree sap, stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealants subsequent to manufacture, etc., is not covered. See "Chemical Paint Spotting" under Things to Know About the New Vehicle Limited Warranty on pg. 16.

## **Damage Due to Insufficient or Improper Maintenance**

Damage caused by failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain proper fluids, or maintain fluids between recommended maintenance intervals, fuel, lubricants, or refrigerants recommended in the Owner's Manual is not covered.

## **Damage Due to Impact, Use, or the Environment**

Windshield or glass cracks, chips, or scratches due to impact are not covered, Windshield cracks will be covered for the first 12 months, regardless of mileage if caused by defects in material or workmanship. Lights, lenses, mirrors, paint, grille, moldings, and trim are not covered for cracks, chips, scratches, dents, dings, and punctures or tears as a result of impact with others objects or road hazards. In addition, cracks, chips, scratches, or other damage to the face of a radio or instrument cluster from impact or foreign objects are not covered.

## **Damage Due to Contaminated, Improper, or Poor Quality Fuel**

Poor fuel quality or incorrect fuel may cause drivability problems, such as hesitation, lack of power, stalling, or failure to start. They may also degrade functionality of critical exhaust emissions components such as spark plugs, oxygen sensors, and the catalytic converter. Damage from poor fuel quality, water contamination, or if the vehicle requires premium fuel, operating the vehicle on gasoline with a Pump Octane less than 91 (R+M)/2, may not be covered. Prohibited fuels are: Gasolines containing any methanol, MMT, an organometallic octane enhancing additive, and/or fuels containing more than 15% ethanol in non-Flex Fuel Vehicles (FFV). Please refer to your Owner's Manual under "Fuel," for additional recommendations, including the use of TOP TIER Detergent Gasoline. Additional information can also be found at <http://www.toptiergas.com>

## **Third Party Externally Connected Electrical Products**

This warranty does not apply to hardware or software of a third party device that is connected to the vehicle or its components, even if integrated or delivered with the vehicle. GM is not responsible for the quality or accuracy of any information, or service accessed through or from any third party device or platform. Software distributed by GM inside or outside the vehicle (including, but not limited to system software or applications) is not covered by this Warranty. GM does not warrant that connections to, from or through the vehicle will be uninterrupted or error-free. Also, the user should back-up their data and user information frequently. GM is not responsible for any loss or damage to data or information made available in connection with the use of the vehicle. In addition, this Warranty does not apply: (a) to consumable parts that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to damage caused by a third party device or service (including upgrades and expansions), or (c) to obsolescence or lack of utility with future versions of external hardware or software, including, but not limited to mobile devices.

## **Maintenance**

All vehicles require periodic maintenance. Maintenance services, such as those detailed in the Owner's Manual are the owner's expense. Vehicle lubrication, cleaning, or polishing are not covered. Failure of or damage to components requiring replacement or repair due to vehicle use, wear, exposure, or lack of maintenance is not covered.

Items such as audio system cleaning, brake pads/linings, clutch linings, coolants and fluids, filters, keyless entry (or other remote transmitter/receiver batteries),<sup>(1)</sup> limited slip rear axle service, tire rotation, wheel alignment/balance,<sup>(2)</sup> wiper inserts are covered up to the first maintenance inspection period outlined in the Owner's Manual. Any replacement at the time of, or beyond the maintenance inspection period is considered maintenance, and is not covered as part of the New Vehicle Limited Warranty. The New Vehicle Limited Warranty only covered components when replacement or repair of these components is the result of a defect in material or workmanship.

## **Extra Expenses**

Economic loss or extra expense is not covered. Examples include: inconvenience, lodging, meals, or other travel costs, loss of vehicle use, payment for loss of time or pay, state or local taxes required on warranty repairs, storage.

## **Other Terms**

This warranty gives you specific legal rights and you may also have other rights which vary from state to state. GM does not authorize any person to create for it any other obligation or liability in connection with these vehicles. Any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of this written warranty. Performance of repairs and needed adjustments is the exclusive remedy under this written warranty or any implied warranty. GM shall not be liable for incidental or consequential damages, such as, but not limited to, lost wages or vehicle rental expenses, resulting from breach of this written warranty or any implied warranty.<sup>(3)</sup>

## **AN IMPORTANT NOTE ABOUT ALTERATIONS AND WARRANTIES.**

The Chevrolet New Vehicle Limited Warranty does not cover any damage or failure resulting from modifications, installations, or alterations to the original equipment as manufactured or assembled by General Motors. The special body company, assembler, equipment installer or upfitter is solely responsible for warranties on the body or equipment and any alterations (or any effect of the alterations) to any of the parts, components, systems or assemblies installed by GM. General Motors is not responsible for the safety or quality of design features, materials or workmanship of any alterations by such suppliers.

# ***Electric Hybrid Warranty***

## **Chevrolet Volt, Bolt EV and Malibu Hybrid**

For vehicles sold in the United States, in addition to the Bumper-to-Bumper Coverage described previously, Chevrolet will warrant certain components for Each Chevrolet Volt, and Bolt EV, and Malibu Hybrid for 8 years or 100,000 miles (160,000 kilometers), whichever comes first, from the original in-service date of the vehicle, against warrantable repairs to the specific electric propulsion components of the vehicle.

## **The Voltec Warranty**

In addition to the Bumper-to-Bumper Coverage, General Motors will warrant certain Voltec components for each Chevrolet Volt (hereafter referred to as Voltec) for 8 years or 100,000 miles, whichever comes first from the original in-service date of the vehicle, against warrantable repairs to the specific Voltec components of the vehicle. For complete details, refer to your Warranty and Owner Assistance Information booklet.

For Chevrolet Volt owners requiring more comprehensive coverage than that provided under this Voltec warranty, a GM Protection Plan may be available. See your Chevrolet dealer for more details.

In addition to the initial owner of the vehicle, the coverage described in this Chevrolet Volt, Bolt EV, and Malibu Hybrid warranty is transferrable at no cost to any subsequent person(s) who assumes ownership of the vehicle within the 8 years or 100,000 miles (160,000 kilometers) term. No deductibles are associated with this warranty.

## **What is Covered**

This limited warranty covers repairs to Hybrid specific component defect related to materials or workmanship occurring during the 8 years or 100,000 miles (160,000 kilometers) term for the following:

### **Other Voltec Components**

Other components covered by the Voltec warranty include: high-voltage wiring, Voltec control modules, e-compressor, Traction Power Inverter Module (TPIM), Accessory Power Module (APM) and Voltec on-board

'charger.

### **Brakes**

In addition to the coverages above, the brake modulator assembly is also covered by the 8-year/100,000-mile Voltec warranty.

### **Electric Hybrid/Drive Unit**

Electric drive unit assembly electric motors, and all internal components, including the auxiliary fluid pump, auxiliary pump controller, electric motor, and 3-phase cables.

### **Towing**

During the 8-year /100,000-mile Voltec warranty period, towing is covered to the nearest Chevrolet servicing dealer if your vehicle cannot be driven because of a warranted Voltec-specific defect. Contact the Chevrolet Roadside Assistance Center for towing. Refer to the Owner's Manual for details.

### **Other Electric/Hybrid Components**

High Voltage Wiring, Hybrid Powertrain, and Battery Control Modules, Air Compressor Control Module (Except Malibu Hybrid), Accessory DC Power Control Module, High Voltage Battery Disconnect Control Module, Drive Motor Generator Power Invertor Module, Battery Charger Control Module.

## ***Drive Motor Battery Coverage***

### **Propulsion Battery Limited Warranty Policy (Chevrolet Volt and Bolt EV)**

Like all batteries, the amount of energy that the high voltage "propulsion" battery can store will decrease with time and miles driven. Depending on use, the battery may degrade as little as 10% to as much as 40% of capacity over the warranty period. If there are questions pertaining to battery capacity, a dealer service technician could determine if the vehicle is within parameters

### **Hybrid Battery (Malibu Hybrid)**

Content Under Heading: Battery and Internal Components, Modules, and Fan.

### **Repair (If Necessary)**

Chevrolet has a network of certified dealers who are trained to perform repairs on Volt, Bolt EV, and Malibu Hybrid, if your vehicle needs battery service.

If warranty repair requires replacement, the high voltage battery may be replaced with either a new or factory refurbished high voltage battery with an energy capacity (kWh storage) level at or within approximately 10% of that original battery at the time of the warranty repair. Your Electric Propulsion battery warranty replacement may not return your vehicle to an "as new" condition, but it will make your vehicles fully operations appropriate to its age and mileage.

## **What is Not Covered**

In addition to what is not covered by the New-Vehicle Limited Warranty, there are a few additional items that are not covered by the Hybrid warranty, including wear-items such as brake linings or regular maintenance. For complete details, refer to your Warranty and Owner Assistance Information booklet.

Plans referenced in this offer are not contracts of insurance; they are vehicle service contracts (except in AK, CA and NJ, where the plans are sold as mechanical breakdown insurance; which is not the same as bodily injury/property damage liability automobile insurance that may be required by your state). Information provided in this offer is for illustration/summary purposes only. Terms and conditions apply; be sure to read the Schedule of Coverages, Provisions and Exclusions sections of the vehicle service contract so you fully understand what coverage you and your vehicle are eligible for. If you have any questions regarding the terms and conditions of the plan, please contact the Administrator by writing to PO Box 927, Bedford, TX 76095.

Vehicle service contract coverage is provided and administered by AMT Warranty Corp. (except in Florida, the vehicle service contract obligor/provider and administrator is Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818, LICENSE #01913). These plans are marketed by an AMT Warranty Corp. subsidiary. AMT Warranty Corp. and Wesco Insurance Company are not affiliated with any manufacturer or dealership.

Roadside Assistance Services are provided by Nation Safe Drivers, 800 Yamato Rd. Suite 100, Boca Raton, Florida 33431 (except as otherwise noted for your state in the terms and conditions).

## **Chevrolet Silverado eAssist Coverage**

For vehicles sold in the United States, in addition to the Base Warranty Coverage described in the Warranty and Owner Assistance booklet, General Motors will warrant certain eAssist components for the Chevrolet Silverado eAssist for 8 years or 100,000 miles (160,000 kilometers), whichever comes first, from the original date of the vehicle, against warrantable repairs to the specific eAssist components of the vehicle.

For vehicles sold in Canada, in addition to the Base Warranty coverage described in the GM Canadian Limited Warranty and Owner Assistance Booklet, General Motors of Canada will Company will warrant certain eAssist components for the Chevrolet Silverado eAssist for 8 years or 100,000 miles (160,000 kilometers), whichever comes first, from the original in-service date of the vehicle, against warrantable repairs to the specific eAssist components of the vehicle.

This warranty is for eAssist vehicles registered and normally operated in the United States or Canada, respectively. In addition to the initial owner of the vehicle, the coverage described in this eAssist warranty is transferable at no cost to any subsequent person(s) who assumes ownership of the vehicle within the above-described 8 years or 100,000 miles (160,000 kilometers) term. No deductibles are associated with this eAssist warranty.

The eAssist component warranty is in addition to the express condition and warranties described previously. The coverage and benefits described under "New Vehicle Limited Warranty" are not extended or altered because of this special eAssist Component Warranty.

\*The Manufacturer's Suggested Retail Price excludes destination freight charge, tax, title, license, dealer fees and optional equipment. Click here to see all Chevrolet vehicles' destination freight charges.

1. Consumable battery covered up to 12 months only.

2. Maintenance items after 7,500 miles.

3. Some states do not allow limitations on how long an implied warranty will last or the exclusion of limitation of incidental or consequential damages, so the above limitation may not apply to you.

**DISCOVERY REQUESTS**

IN THE CIRCUIT COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.

[REDACTED]

Plaintiff,

v.

GENERAL MOTORS, LLC,

Defendant.

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**INTERROGATORIES TO DEFENDANT**

NOW COME Plaintiff, by and through KROHN & MOSS, LTD. and propounds the following Interrogatories to Defendant, GENERAL MOTORS, LLC, ("Defendant") to be answered in writing and under oath.

**INSTRUCTIONS**

1. Answer each interrogatory separately and fully in writing and under oath, unless it is objected to, in which event the reasons for such objection must be stated in lieu of an answer.
2. You are under a continuing duty to seasonably supplement your response with respect to any question when new or additional information becomes known. Additionally, you are under a continuing duty to seasonably amend a prior response if you learn that the prior response was incorrect when made, or that the prior response, though correct when made, is no longer correct or true.
3. Each request to describe or identify a document shall be deemed to include a request for information sufficient to enable Plaintiff to obtain the document with a subpoena, including but not limited to the date of the document, a physical description of the document, a brief description of the content of the document, the identity of the custodian of the document, the location of the document, and any title given to the document. If an interrogatory calls for a description of a document, you may, if you prefer, instead of identifying it, attach to your answer a clear copy, front and reverse of the document.
4. In construing each Interrogatory the present tense includes the past and future tenses.

5. In construing each Interrogatory, the singular includes the plural, and vice versa so as to bring within the scope of these requests all information that might otherwise be construed to be outside its scope.

6. In construing each Interrogatory, the terms “any” and “all” mean “any and all,” and the terms “each” and “every” mean “each and every.”

7. In construing each Interrogatory, the terms “and” and “or” encompass both “and” and “or” unless otherwise specified.

8. If you answer any interrogatory by reference to business records, identify such records by Bates number, or by other readily discernible means of identification, and the name of the employee certifying the documents as business records for purposes of answering such interrogatory.

9. If you object to any interrogatory based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support of that claim, including the parties involved, any dates involved, the relevant subject matter of the privileged material, any documents supporting the privileged information, including the dates, authors recipients, title and subject matter, and present location of any documents included. In the case of attorney work product privilege, also identify the litigation in connection with which the work product was prepared.

### **DEFINITIONS**

1. “Defendant,” as identified above, includes Defendant’s present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant’s officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant’s behalf or on behalf of the above listed entities.

2. “You,” “your,” or “your company” means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. “Document” shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations, notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-

mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting,

assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, “describe” or “description,” when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words “describe” or “description,” refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term “policy” means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. “Including” is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. “Or” and “and” should be construed so as to require the broadest possible interpretation.

11. The term “Mechanical documents” means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiff’ Complaint or the subject vehicle’s repair records for the same make, year and model as the subject vehicle. The term “Mechanical documents” also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiff’ Complaint and any investigations relating to the same.

12. The term “Lemon Law documents” means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term “subject vehicle” is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiff’ Complaint.

## INTERROGATORIES

1. Identify the individual(s) providing the responses and signing the verification to these Interrogatories.
2. Identify by article number, date of issuance, description, and components affected, those Mechanical Documents, as defined above, issued by Defendant for the same year, make and model vehicle as the subject vehicle that relate to the alleged defects in the subject vehicle.
3. Identify each employee or agent for Defendant who inspected the subject vehicle, performed repairs on the subject vehicle, or was present when inspections and/or repairs took place and describe each individual's findings or observations relating to the same.
4. Describe the terms of any warranties that Defendant issued, provided, authored, or extended on the subject vehicle.
5. Identify and describe all communications you made or received relating to any alleged defect or non-conformity in the subject vehicle.
6. Identify whether Plaintiff, or anyone on Plaintiff's behalf, has ever notified Defendant that Plaintiff no longer wanted the subject vehicle. If so, state when, whether oral or written notice was given, and identify each person receiving said statement.
7. Describe and identify the model type, specifications, options, and components in the subject vehicle, including, but not limited to, the size of the engine, the type of transmission, the type of brakes, the weight of the vehicle, safety features in the vehicle, towing capacity, etc. Note, you may produce a copy of the vehicle's window sticker to the extent it answers any of the above.
8. Did Plaintiff abuse, neglect, alter, modify, or misuse the subject vehicle? If your answer to said interrogatory is "Yes," describe how Plaintiff abused, neglected, altered, modified, or misused the subject vehicle and identify and describe all documents and communications relating to the same.
9. How many cumulative days do Defendant's records indicate that the subject vehicle was out of service by reason of any defect, non-conformity, or condition complained of by Plaintiff?
10. Identify all warranty claims submitted by Defendant's authorized dealers to Defendant in which said dealers requested reimbursement for warranty repairs performed on the subject vehicle and the dollar amount reimbursed for each claim.

11. Does Defendant have a “good will” repair policy? If the answer to said interrogatory is “Yes,” describe the policy and identify any repairs that Defendant paid for under its “good will” program, and identify the reason said repair was paid under a “good will” basis.

12. Identify all repairs performed on the subject vehicle for which Plaintiff was not charged and the repairs were not covered by Defendant’s warranties on the subject vehicle.

13. Identify all repairs performed on the subject vehicle **after** the date of its manufacture, but **before** the date of purchase by Plaintiff.

14. Identify each of Defendant’s employees or agents who have knowledge of the repairs, repair attempts, warranty claims, alleged defects or non-conformities, or communications relating to the repair of the subject vehicle and describe the extent of such knowledge.

15. Define the word “defect” as used in Defendant’s written warranty.

16. Has Defendant failed or refused to reimburse its authorized dealers for any warranty repairs and/or diagnostic procedures on the subject vehicle? If the answer is “yes,” state the reason Defendant did not reimburse its dealers for such repair.

17. Did any individuals or agents from Defendant’s authorized dealers contact Defendant in an effort to seek assistance with the diagnosis or repair of the subject vehicle? If “yes,” identify all individuals involved and identify and describe all communications.

18. Identify and describe all “Lemon Law documents,” as defined above, that Defendant provides to its authorized dealerships or to purchasers of Defendant’s vehicles.

19. Identify any document Defendant produced in response to Plaintiff’s requests for production that is not an authentic business record of Defendant or its authorized dealers.

20. Identify an individual within the State of Florida who is employed by Defendant and who is familiar with the content of all documents authored and produced by Defendant in response to Plaintiff’s Request for Production of Documents and who may be called by Plaintiff as a witness in Plaintiff’s case-in-chief to discuss the documents authored and produced by Defendant. By the term familiar, Plaintiff mean that the witness is able to recognize the document as a document produced and authored by Defendant and has an understanding of the contents of the document.

If no single employee of Defendant located within the State of Florida is familiar with the content of all of the aforementioned documents that were authored and produced by Defendant in response to Plaintiff’s Request for Production, identify all employees located within this state that collectively are familiar with these documents so that Plaintiff may call these individuals as witnesses in Plaintiff’s case-in-chief, and identify which documents each individual is knowledgeable.

Respectfully Submitted,



Krohn & Moss, Ltd  
10 N Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428  
Attorney for Plaintiff  
FBN: 091508

IN THE CIRCUIT COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.

[REDACTED]

Plaintiff,

v.

GENERAL MOTORS, LLC,

Defendant.

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**REQUEST FOR PRODUCTION**

NOW COME Plaintiff, by and through KROHN & MOSS, LTD., and request that GENERAL MOTORS, LLC, (“Defendant”), produces, as well as upholds its continuing duty to seasonably supplement these requests as additional information becomes available, all documents of any kind or nature including, without limitation: charts, photographs, phone records and other data, computations from which information can be obtained, and any and all copies thereof within the possession of your agents, employees or authorized dealerships, relating to or connected with, *every document that you were asked to “identify” or used in supplying the information requested in Plaintiff’ Interrogatories to Defendant.* In addition, and not by way of limitation, produce the following documents concerning the vehicle that is the subject of this action **whether in the possession of the Defendant or its authorized dealership(s):**

## INSTRUCTIONS

1. In producing documents and other materials, you are to furnish all documents in your possession, custody or control, regardless of whether such documents or materials are possessed directly by you or your employees or former employees, agents or former agents, parents, subsidiaries, affiliates, investigators or by your attorneys or their employees, agents or investigators.

2. All documents shall be produced in the same order as they are kept or maintained by you in the ordinary course of your business. All documents shall be produced in the file folder, envelope or other container in which the documents are kept or maintained. If for any reason the container cannot be produced, you should produce copies of all labels or other identifying marks that may be present on the container.

3. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession they were located and, where applicable, the natural person in whose possession they were found (*i.e.*, the document custodian) and the business address of each document custodian.

4. Documents attached to one another should not be separated. If any portion of any document is responsive to any portion of the document requests below, then the entire document must be produced.

5. If a document once existed and subsequently has been lost, destroyed or is otherwise missing, you should provide sufficient information to identify the document and state, in writing, the details, including whether the document:

- a. is lost or missing;
- b. has been destroyed and, if so, by whom and at whose request;
- c. has been transferred or delivered, voluntarily or involuntarily, to another person or entity and at whose request; or
- d. has been otherwise disposed of.

6. In each instance in which a document once existed but now is lost or missing or has been destroyed or otherwise disposed of, explain the circumstances surrounding the disposition of the document, including, but not limited to:

- a. the identity of the person or entity who last possessed the document;
- b. the date or approximate date of the document's disposition; and
- c. the identity of all persons who have or had knowledge of the documents' contents.

7. If any document responsive to any of these requests is privileged, and the document or any portion of the document requested is withheld based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support of that claim, as required by Florida Rules of Civil Procedure, including the following information:

- a. the reason for withholding the document;
- b. the date of such communication;
- c. the medium of such communication;
- d. the general subject matter of such communication (such description shall not be considered a waiver of your claimed privilege);
- e. the identity of any document that was the subject of such communication and the present location of any such document;
- f. the identity of all the persons involved in such communication;
- g. the identity of any document which records, refers, or relates to such communication and present location of any such document; and
- h. the number or numbers of these requests for production of documents to which such information is responsive.

8. Each document requested herein should be produced in its entirety and without deletion, redaction or excision, except as qualified by Instruction 6 above, regardless of whether you consider the entire document or only part of it to be relevant or responsive to these document requests. If you have redacted any portion of a document on the ground of privilege, stamp the word "REDACTED" beside the redacted information on each page of the document which you have redacted. Any redactions to documents produced should be identified in accordance with Instruction 6 above.

9. All documents produced should be numbered sequentially, with a unique number on each page, and with a prefix identifying the party producing the document.

10. Electronically stored information should be produced on compact discs or zip drives in the original electronic file format(s) including all metadata or in the format as agreed by the parties, and with information or instructions sufficient to enable the propounding party to extract the electronically stored information.

### **DEFINITIONS**

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal

pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations, notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require

a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiff Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiff Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiff' Complaint.

### REQUESTS TO PRODUCE

1. All pre-delivery repair orders relating to the subject vehicle in your possession.
2. All post-delivery repair orders relating to the subject vehicle in your possession.
3. All technicians' and/or mechanics' notes relating to the subject vehicle in your possession.
4. All documents identifying time stamps and/or time punches relating to the time spent performing repairs to the subject vehicle in your possession.
5. The warranty repair history relating to the subject vehicle as kept in its ordinary course of business by Defendant. This document includes all computer records evidencing monetary amounts reimbursed to Defendant's authorized dealership(s).
6. All internal reports, memoranda, correspondence and zone office reports pertaining to the subject vehicle.
7. All reports, memoranda, correspondence, zone office reports and/or any other documentation created by Defendant or its authorized dealership(s) due to Plaintiff' contact with Defendant or its authorized dealership(s) by way of either writing, telephone or in person.
8. All records, invoices, and other documentation relating to the sale of and/or purchase of the vehicle in your possession.
9. All copies of all written warranties issued by Defendant and/or its authorized dealership(s) regarding the vehicle. This request is being made to obtain an authentic, unaltered copy.
10. Any and all documents relied upon by Defendant in formulating its answer and affirmative defenses.
11. All documents upon which Defendant relies in believing its arbitration program meets the substantive provisions of the Magnuson-Moss Warranty Act; 16 CFR Part 703; and/or any applicable state law provisions.
12. All **mechanical documents (as described in the definition section above)** applicable to the same year, make and model for vehicle as identified in your answer to Interrogatory number 2.

13. All "Talking Papers," "Quick Service Fixes," "Level Four documents," "advanced service information," "rapid response," special service information, technical training materials, continuing education materials, VSSM service library articles, Manufacture Audit Sampling Reports, Tech II bulletins, Know How Videos, engineering reports, analysis or memorandum, and any and all other documents referencing investigations or inquiries performed which relate to the allegations made herein regarding vehicles of the same year, make and model as Plaintiff.

14. The report of any expert witness Defendant intends to call at the trial of this case.

15. Any and all documents made available to Defendant's expert witnesses relating to the subject vehicle, Plaintiff, or this lawsuit.

16. Curriculum vitae for any expert witness that Defendant intends to call in this case.

17. Any non-privileged communications provided to Defendant's expert witnesses relating to the subject vehicle.

18. Any and all documents prepared or received by Defendant's expert witness, including but not limited to: notes, reports, memorandum, and communications relating to the subject vehicle.

19. Any and all documents, papers, correspondence, memos, repair orders, work orders, computer print-outs, vehicle inquiry reports, documents, or receipts evidencing the performance of any repair work, whether covered under Defendant's warranty or not, relating to the subject vehicle.

20. All sales brochures, sales manuals, literature, pictures, or any other promotional literature produced for the vehicle which is the subject matter of this litigation.

21. Any franchise contract(s) between Defendant and its authorized dealership(s) that performed repairs to the vehicle.

22. Every document that constitutes an extended service contract or warranty given by Defendant, its authorized dealership(s) or some third party to the Plaintiff covering the vehicle.

23. All written communications in Defendant's possession relating to the subject vehicle and its alleged defects or non-conformities, and/or Plaintiff's request that Defendant accept the return of the vehicle.

24. Provide all documentation supporting Defendant's and its authorized dealership(s) policies to perform "goodwill" repairs (or any repairs performed that were free of charge to Plaintiff but not covered under Defendant's written warranty) to the subject vehicle.

25. Provide all documentation evidencing the performance of “goodwill” repairs (or any repairs performed that were free of charge to Plaintiff but not covered under Defendant’s written warranty) to the vehicle whether authorized by Defendant or its authorized dealership(s).

26. All documents identifying or deciphering any diagnostic codes or repair codes that Defendant instructs its authorized dealership(s) to document on the repair orders.

27. Copies of **Lemon Law documents** or other materials which Defendant provides to its authorized service dealerships regarding the “Lemon Law” or other breach of warranty laws.

28. All documents in your possession relating to Plaintiff’ participation in Defendant’s informal dispute resolution mechanism.

29. Defendant’s Warranty Policy and Procedure Manual or document similarly called that provides Defendant’s authorized repair facilities with instructions and information regarding Defendant’s warranty policies and repair policies, i.e. how to submit warranty claims, and how to document warranty claims and findings by technicians when making repairs.

30. All communications between Plaintiff and Defendant or between Plaintiff and Defendant’s authorized dealers relating to the subject vehicle.


Respectfully Submitted

B

Kronin & Moss, Ltd  
10 N Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428  
Attorney for Plaintiff  
FBN: 091508

IN THE CIRCUIT COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.

  
Plaintiff,

v.

GENERAL MOTORS, LLC,

Defendant.

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**REQUESTS FOR ADMISSION**

NOW COME Plaintiff, by and through KROHN & MOSS, LTD., and requests that Defendant, GENERAL MOTORS, LLC, ("Defendant") make the following admissions for the purpose of this action only:

**DEFINITIONS**

1. "Defendant," as identified above, includes Defendant's present or former subsidiaries, divisions, sub-divisions, affiliates, joint-ventures, or other business organizations which Defendant controls, directs, or is otherwise organizationally associated with, as well as all of Defendant's officers, directors, employees, agents, servants, representatives, and/or all other persons acting or purporting to act on Defendant's behalf or on behalf of the above listed entities.

2. "You," "your," or "your company" means Defendant and your present and former employees, officers, directors, agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any person acting or purporting to act on your behalf.

3. "Document" shall be broadly interpreted and means the original and all non-identical copies of all written or printed items, including without limitation, papers, photographs, films, recordings, letters, correspondence, communications, memoranda and written notes, legal pleadings, calendars, diaries, day planners, travel records, lists, outlines, summaries, checks, check registers, books and accounting, computer cards, printouts, images, and drawings, and all retrievable information in computer storage, tapes, discs, and records of all types, minutes of meetings, records of telephone conversations, telegrams, facsimiles, notes, reports, compilations, notebooks, work papers, graphs, charts, spreadsheets, blueprints, books, brochures, circulars, manuals, instructions, ledgers, drawings, sketches, photographs, videotapes, audiotapes, films, e-mails, internal or external websites, compact disks, computer files and disks, sales and

advertising and promotional literature, agreements and all mechanical or electronic data, records or representations of any kind, studies, books, pamphlets, pictures and voice recordings or every other device or medium on which or through which information of any type is to be transmitted, recorded or preserved.

4. "Communicate" or "communication" mean without limitation, oral or written communications of any kind, such as electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchange of written or recorded information, or face-to-face meetings. The phrase "communication between" is defined to include instances where one party addresses the other party but the other party does not necessarily respond.

5. "Identify," "identity," or "identification," when used in reference to a natural person, means or requires a statement of the person's full name and present or last known address and home telephone numbers, the person's present or last known position and business affiliation, business address and telephone number; and a description of the duties and responsibilities of each position stated.

When used in reference to a document, the terms, "identify," "identity," or "identification" mean or require a statement of the document's date, title, Bates number (if any), its subject matter and substance, the location of the document and the custodian of the document, its author and each addressee and copyee, the type of document (e.g., letter, memorandum, telegram, chart, computer input or output, photograph, drawing, sound reproduction, etc.) or, if the above information is not available, some other means of identifying it, its present location, and the name of each of its present custodians. If the document was, but is no longer, in your possession or subject to your control, or in existence, state whether it is (a) missing or lost; (b) has been destroyed; (c) has been transferred, voluntarily or involuntarily, to others; or (d) otherwise disposed of, and in each instance, explain the circumstances surrounding the authorization for that disposition of the document and state the date or approximate date of the disposition.

When used in reference to a division, department, unit or other corporate subdivision, the terms, "identify," "identity," or "identification" mean or require a statement of the name of each person during the applicable time period who is or was in charge of the activities of the division, department, unit, or other corporate subdivision, and each of his or her immediate assistants.

When used in reference to communications, the terms, "identify," "identity," or "identification" require a description of all forms of communications, whether in person or otherwise, written or oral, or by telephone, telex, or other modes of communication, and require a listing of the senders and recipients, the date of the communication, and an identification of all documents constituting, relating to, or referring to the subject communication.

6. "Relating to," "referring to," "regarding," or "with respect to" mean, without limitation, the following concepts: concerning, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, studying, surveying, projecting,

assessing, recording, summarizing, criticizing, reporting, commenting, or otherwise involving, in whole or in part.

7. The terms, "describe" or "description," when referring to a place, thing, or occurrence, mean to identify with sufficient particularity the place, thing, or occurrence so as to enable one to locate, examine, and fully comprehend or understand the place, thing, or occurrence described. When referring to an investigation, the words "describe" or "description," refer to the identity of each person who was interviewed in connection with the investigation, stating the date and place of each interview, the identity of each person present at the interview, and the identity of each document that records, reflects, or refers to each interview.

8. The term "policy" means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct that was recognized as such by you, and that was in effect at any time during the period covered by these interrogatories.

9. "Including" is used to emphasize certain types of documents requested and should not be construed as limiting the request in any way.

10. "Or" and "and" should be construed so as to require the broadest possible interpretation.

11. The term "Mechanical documents" means all Repair Bulletin(s), Service Bulletin(s), Technical Service Bulletin(s), Dealer Service Bulletin(s), Recall(s), Campaign(s), Special Service Message(s), Technical Assistance document(s) and/or any repair related communications or documents involving the defects, nonconformities, symptoms and/or conditions outlined in Plaintiff's Complaint or the subject vehicle's repair records for the same make, year and model as the subject vehicle. The term "Mechanical documents" also includes any document or communication which describes the conditions, defects, or non-conformities in the subject vehicle as alleged in Plaintiff's Complaint and any investigations relating to the same.

12. The term "Lemon Law documents" means any and all documents relating to State Lemon Laws and/or Lemon Law advice, the Magnuson-Moss Warranty Act and/or advice relating to the same, Warranty Administration Manual(s), Warranty Policy Manual(s), Service Policies and Procedures, Warranty Administration document(s), Lemon Law Situation documents, Lemon Law Prevention Document(s), Warranty Policy & Procedures, Prevent Lemon Law Complaint documents, Lemon Law advice and any other document that mentions, relates to and/or involves Lemon Law documents.

13. The term "subject vehicle" is the vehicle owned or leased by Plaintiff(s) as detailed in Plaintiff's Complaint.

## REQUESTS FOR ADMISSION

1. The subject vehicle was brought to Defendant and/or an authorized service dealer of Defendant for repairs at least once within the time provided for under any of Defendant's warranties.

2. Defendant received written notification that Plaintiff no longer wanted to retain ownership and/or possession of the subject vehicle.

3. Defendant and/or its authorized service dealers have been unable to repair all of the defects in the subject vehicle which were complained of by Plaintiff within the time period of Defendant's warranties.

4. The subject vehicle was not been repaired after a reasonable number of attempts or reasonable amount of time.

5. The defects and non-conformities in the subject vehicle as alleged in Plaintiff's Complaint remain uncorrected.

6. Plaintiff has not abused the subject vehicle.

7. Plaintiff has not neglected the subject vehicle.

8. Plaintiff has not modified the subject vehicle.

9. Plaintiff has not altered the subject vehicle.

10. The subject vehicle has not sustained collision or impact damage to the subject vehicle.

11. All repairs performed on the subject vehicle were covered under Defendant's applicable warranty(ies).

12. The subject vehicle was subject to repair three (3) or more times for substantially the same nonconformity(ies)/defect(s) during the Plaintiff's two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.

13. The subject vehicle was subject to repair four (4) or more times for substantially the same nonconformity(ies)/defect(s) during the Plaintiff's two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.

14. The non-conformities in the subject vehicle substantially impair the use, value, or safety of the vehicle.

15. The subject vehicle has been out of service in excess of thirty (30) calendar days during the Plaintiff's first two (2) years of ownership thereof, and the nonconformity(ies)/defect(s) for which it was subject to said repairs continue to exist.

16. Defendant has a process by which engineers offer Special Service Messages, Technical Service Bulletins, or Service Bulletins when a fix for a known problem becomes available.

17. The subject vehicle was not safe and substantially free from defects.

18. A vehicle may be sold with latent defects that do not manifest until after its date of sale.

19. Defendant does not maintain an informal dispute resolution program that complies with 16 CFR § 703.

20. The subject vehicle was not fit for its ordinary purpose.

21. The subject vehicle was defective at the time it left Defendant's control.

22. The problems that Plaintiff experienced with the subject vehicle that caused the subject vehicle to be taken to Defendant's authorized dealership(s) were due to defects in factory supplied materials or workmanship.

23. The subject vehicle was diminished in value due to the fact that the defects in the subject vehicle were not repaired within a reasonable number of repair attempts or reasonable amount of time.

24. Plaintiff's vehicle was diminished in value due to the fact that the subject vehicle was not fit for its ordinary purpose.

25. Defendant authors and/or maintains a manual regarding the policies and procedures with respect to warranty repairs and warranty administration that provides instructions and information to Defendant's authorized dealers.

26. Plaintiff provided Defendant with a final opportunity to repair the alleged defects in the subject vehicle prior to filing the case at bar with the Court.

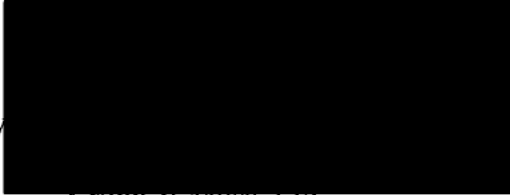
27. Defendant spent more money on warranty repairs for the subject vehicle than the average vehicle of the same year, make, and model.

28. The defects alleged by Plaintiff in the subject vehicle cannot be repaired by Defendant.

29. At the time Plaintiff took possession of the subject vehicle, it was covered by Defendant's written warranty.

Respectfully Submitted,


By



Kronn & Moss, Ltd  
10 N Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, IL 60602  
(312) 578-9428  
Attorney for Plaintiff  
FBN: 091508

IN THE CIRCUIT COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.


  
Plaintiff,

v.

GENERAL MOTORS, LLC,

Defendant.  
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**NOTICE OF SERVICE OF INTERROGATORIES**

The Plaintiff, , by and through his undersigned attorneys, KROHN AND MOSS, LTD., serves the following Interrogatories upon the Defendant, GENERAL MOTORS, LLC, to be answered within the time and in the manner provided for in Rule 1.340, Fla.R.Civ.P.

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a correct and true copy of the foregoing was sent via mail to GENERAL MOTORS, LLC c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2525 on this 9/28.

Krohn and Moss, Ltd.  


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Attorney for Plaintiff