



## Notice of Service of Process

Transmittal Number: null / WARBREACH  
Date Processed: 02/27/2020

**Primary Contact:** Rosemarie Williams  
General Motors LLC  
Mail Code 482-C23-SOP 300 Renaissance CTR  
300 Renaissance Center  
Detroit, MI 48265-0001

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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

**Matter Name/ID:** [REDACTED] vs. General Motors LLC [REDACTED]

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

**Nature of Action:** Breach of Warranty

**Court/Agency:** Chemung County Supreme Court, NY

**Case/Reference No:** [REDACTED]

**Jurisdiction Served:** New York

**Date Served on CSC:** 02/27/2020

**Answer or Appearance Due:** 30 Days

**Originally Served On:** CSC

**How Served:** Certified Mail

**Sender Information:** The Robison Lemon Law Group LLC (Glen Mills, PA)  
267-504-4744

**Client Requested Information:** Year: 2017  
Make: Chevrolet  
Model: Volt  
VIN: [REDACTED]

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**Notes:** The Robison Lemon Law Group LLC 181 Andrien Rd Glen Mills, PA 19342  
CSC Location document was served: Corporation Service Company 80 State Street Albany, NY 12207

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



February 25, 2020

**VIA REGULAR MAIL**

General Motors LLC  
C/O Corporation Service Company  
80 State Street  
Albany, NY 12207

Re: [REDACTED] v. General Motors, LLC  
Index No. [REDACTED]

To whom it may concern,

Enclosed please find a stamped copy of the Summons and Complaint that was filed on [REDACTED] behalf against General Motors. Please review and file an answer within the time allotted by the NY Rules of Civil Procedure.

Should you have any questions or concerns, my contact information can be found below. Thank you for your time and consideration to this matter.

Sincerely,

[REDACTED]  
Emma C. Robison

ECR/

**EMMA ROBISON**  
ATTORNEY AT LAW  
PA • NY • NJ • MD

**PA LOCATION**  
181 ANDRIEN RD  
GLEN MILLS, PA 19342

**PA MAILING ADDRESS**  
99 ALDAN AVE, #529  
CONCORDVILLE, PA 19331

**NY LOCATION**  
276 FIFTH AVE, SUITE 704-767  
NEW YORK, NY 10001

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF Chemung

[REDACTED]

Plaintiff(s),

-against-

General Motors LLC

Defendant(s).

Index No.

**Summons**

Date Index No. Purchased:

To the above named Defendant(s)

General Motors C/O Corporation Service Company  
80 State Street  
Albany, NY 12207

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Plaintiff  
which is residence

Dated: Glen Mills, PA

February 24, 2020

The Robison Lemon Law Group, LLC

by [REDACTED]

Emma C. Robison

Attorneys for Plaintiff

The Robison Lemon Law Group, LLC  
By: Emma C. Robison  
Attorney ID: [REDACTED]  
181 Andrien Rd  
Glen Mills, PA 19342  
(267) 504-4744

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF CHEMUNG

[REDACTED]	Plaintiff,	CIVIL ACTION
v.		INDEX NO.:
		COMPLAINT & JURY TRIAL DEMANDED
GENERAL MOTORS LLC	Defendant.	

**COMPLAINT – CIVIL ACTION**

Plaintiff, [REDACTED], by and through his attorneys, The Robison Law Group, LLC, hereby files this Complaint against the above-named Defendant, and, in support thereof states as follows:

**THE PARTIES**

1. Plaintiffs, [REDACTED], at all relevant times, w an adult citizen of the State of New York and resides at [REDACTED], Elmira, NY, [REDACTED]
2. Defendant, General Motors LLC, maintains their place of business at C/O Corporation Service Company, 80 State Street, Albany, NY 12207.

**BACKGROUND**

3. This is a civil action arising out of the Plaintiff’s purchase of a 2017 Chevrolet Volt bearing [REDACTED] on or about 3/18/19. Plaintiff’s purchase documents are attached hereto as Exhibit “A.” In exchange for \$24,989, Plaintiff received a three (3) year, thirty-six thousand (36,000) mile manufacturer’s warranty and a five (5) year, sixty thousand (60,000) mile powertrain warranty. This warranty states that should a defect

- arise within the vehicle, it will be fixed by the manufacturer within a reasonable amount of time or attempts.
4. Due to defects that include, but are not limited to, a defective module, the Plaintiff's vehicle was out of service for greater than five (5) months. The repair order is attached hereto as Exhibit "A."
  5. All defects arose within the manufacturer's limited warranty period.
  6. Due to the manufacturer's failure to fix this defect within a reasonable amount of time, Plaintiff asserts that the manufacturer's limited warranty is breached.
  7. The defect renders the vehicle substantially unsafe and unable to be used by the Plaintiff as intended. The defect also significantly diminishes the value of the vehicle.

#### COUNT I – NEW YORK LEMON LAW

8. New York Lemon Law was enacted to give consumers a remedy if they purchase a vehicle that has a nonconformity that substantially impairs its value. GBS, §198-a(c)(1).
9. The Act holds that if a defect arises within the first two (2) years or eighteen thousand (18,000) miles of ownership, that cannot be fixed within a reasonable amount of time or number of attempts, along with substantially impairing the vehicle's value, then the consumer is entitled to have the vehicle repurchased or replaced. *Id.* at (b)(1-2), (c)(1).
10. It shall be presumed that a vehicle is subject to repair an unreasonable number of times if the vehicle is delivered to an authorized dealership four (4) times for the same nonconformity and the defect continues to exist or if the vehicle is out of service a cumulative total of thirty (30) or more days. *Id.* at (d)(1-2).
11. Here, approximately seven (7) months after purchase, the Plaintiff returned to the dealership because he discovered a large puddle of oil beneath the car at the same time the check engine light became illuminated. At this time, the battery gauge went to zero and the vehicle ran on gas. Subsequently, the vehicle would not shift out of park. The technicians were not able to repair this issue because they could not unlock the connector on the module. The vehicle sat out of service from August 22, 2019 until January 20, 2020.
12. Due to the Defendant's failure to fix a nonconformity that arose within the first two (2) years or eighteen thousand (18,000) of the vehicle's life within a reasonable amount of time or number of attempts, along with the defect substantially impairing the value of the vehicle, New York Lemon Law is breached.
13. The Act also provides for the payment of attorney fees/costs should the Plaintiff prevail. *Id.* at (l)

**WHEREFORE**, Plaintiff demands judgment in his favor and against the Defendant, equal to the purchase price of the vehicle, plus attorney fees/costs, and other such relief as may be determined to be reasonable.

#### COUNT II – MAGNUSON-MOSS WARRANTY IMPROVEMENT ACT

14. The Magnuson-Moss Warranty Improvement Act ensures that a manufacturer adhere to any warranty issued with a product. 15 U.S.C. 2310(d)(1).

15. The Act states that if a warranty is present when goods are exchanged, and the product exhibits a nonconformity, the seller must fix the defect within a reasonable number of time or attempts, or the consumer may sue for damages. Id.
16. Here, the Plaintiff's vehicle was out of service for approximately five (5) months due to an engine defect.
17. The dates of service for defect nonconformity include: 8/22/19 – 1/20/19.
18. Due to the Defendant's failure to fix this nonconformity within a reasonable number of time or attempts, the Defendant is in breach of the warranty.
19. A violation of this Act entitles the Plaintiff to the diminished value of the vehicle unless special circumstances show proximate damages of a different amount. N.Y.C.L. §2-714(2).
20. The Act also provides for the award of reasonable attorney fees/costs. 15 U.S.C. §2310(d)(2)

**WHEREFORE**, Plaintiff demands judgment in his favor and against the Defendant in the amount of the diminished value of the vehicle, plus attorney fees/costs, and other such relief as may be determined to be reasonable. This amount is not to exceed \$50,000.

### COUNT III – UNIFORM COMMERCIAL CODE

21. The Uniform Commercial Code also provides relief for a consumer if a manufacturer breaches a vehicle's warranty.
22. This breach includes a violation of the vehicle's
  - a. Express warranty under N.Y. U.C.C. Law §2-313
  - b. Implied warranty under N.Y. U.C.C. §2-314
  - c. Implied warranty of fitness for a particular purpose under N.Y. U.C.C. §2-315; and
  - d. Implied warranty of merchantability under N.Y. U.C.C. §2-314.
23. A breach of warranty occurs if the manufacturer fails to fix the defect within a reasonable amount of time or number of attempts. N.Y. U.C.C. §2-607(2).
24. Here, the Plaintiff's vehicle was out of service for approximately five (5) months due to an engine defect.
25. The measure of damages for breach of warranty under the New York UCC is the difference at the time and place of purchase between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount. N.Y. U.C.C. §2-714(2).
26. Due to the Defendant's failure to fix a warrantable defect within a reasonable amount of time or number of attempts, the Plaintiff's vehicle has a significant diminished value.

**WHEREFORE**, Plaintiff demands judgment in his favor and against the Defendant in the amount of the diminished value of the vehicle and other such relief as may be determined reasonable.

**COUNT IV – NEW YORK UNFAIR TRADE PRACTICES ACT**  
**General Business Law §349-350**

27. The New York Unfair Trade Practices Act (hereinafter “NYUTPA”) prohibits certain actions that are deemed unfair or deceptive.
28. The NYUTPA defines unfair methods of competition and, unfair or deceptive acts or practices, to include: Failure to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.
29. Here, the Plaintiff’s vehicle was out of service for approximately five (5) months due to an engine defect.
30. The measure of damages under the NYUTPA is the damages sustained due to the warranty breach, which the court may treble. GBS, §349(h). This may include, but is not limited to, the purchase price or diminished value of the vehicle.
31. The Act also provides for the award of reasonable attorney fees/costs. *Id.*

**WHEREFORE**, Plaintiff demands judgement in his favor and against the Defendant in the amount of the purchase price of the vehicle and other such relief as may be determined reasonable. Plaintiff also demands three times the amount of damages sustained and attorney fees/costs.

By: 

Emma C. Robison  
*Attorney for the Plaintiff*

The Robison Law Group  
181 Andrien Rd.  
Glen Mills, PA 19342  
(267) 504-4744  
emma@lemonlawcar.com

EXHIBIT A

Keep this document safe. It contains information that is required for the registration of your vehicle.

MV-5387A (2-18)

NEW YORK STATE REGISTRATION DECISION

G PAS

[REDACTED]

[REDACTED]

2017 CHEVR

4DSD GR

003520 G 4

Wt/Seats

Fuel/Cyl

Expires 02/22/20

[REDACTED]

ELMIRA

NY

[REDACTED]

28.10

4000

1000

03.05

VOID IF ALTERED EXCEPT FOR ADDRESS

[REDACTED]



ELM CHEVROLET COMPANY, INC.

301 East Church Street • Elmira, NY 14901  
 Phone (607) 734-4141 • Fax (607) 734-4621 • Toll Free (800) 453-4646  
 New York State Registered Facility No. 4080014  
 VEHICLE CASH PURCHASE AGREEMENT



THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER DEAL # [REDACTED]

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE:				DEAL NO	CUSTOMER NO	SALESPERSON
YEAR	MAKE	CHEVROLET	MODEL	VOLT	V.I.N.	STOCK NO
USED	2017	BODY 4DSD	COLOR	GR	[REDACTED]	[REDACTED]
INSP #	MILES	32372	DATE	VEHICLE PRICE	\$ 19931.50	
DEALER INSTALLED ACCESSORIES				DEALER INSTALLED ACCESSORIES	\$ NA	
				EXTENDED SERVICE POLICY	\$ 2931.00	
				TOTAL PRICE	\$ 22862.50	
				LESS TRADE-IN CREDIT	\$ NA	
				CASH PRICE OR TRADE DIFFERENCE	\$ 22862.50	
				SALES TAX: COUNTY CHEMUNG 8.000 %	\$ 1829.00	
				*Dealer's optional fee for processing application for registration and certificate of title THIS IS NOT A MVD FEE.	\$ 75.00	
				LICENSE, REGISTRATION (ESTIMATE)**	\$ 212.50	
				INSPECTION FEE	\$ 10.00	
				OTHER - ITEMIZE	\$ NA	
				TOTAL CASH PRICE DELIVERED	\$ 24989.00	
				LESS CASH DEPOSIT (RECEIPT # )	\$ NA	
				REBATE	\$ NA	
				REBATE	\$ NA	
				REBATE	\$	
				REBATE	\$	
				REBATE	\$ NA	
				PLUS BALANCE OWING ON TRADE-IN	\$ NA	
				CASH DUE ON DELIVERY	\$ 3000.00	
				BALANCE TO BE FINANCED	\$ 21989.00	
				LIENHOLDER: COMMUNITY BANK N.A.		
				TERM: 75 APR: 4.09000		

Check [REDACTED]  
 Amount of \$22,862.50

[REDACTED]

CONSUMER INFORMATION				INSURANCE INFORMATION			
Estimated Delivery Date 03/18/2019 /Place of Delivery ELM CHEVROLET				INSURANCE COMPANY			
If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel the contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.				AGENT NAME			
PRIOR USE CERTIFICATION (REQUIRED BY VEHICLE AND TRAFFIC LAW 417-A IF PRINCIPAL PRIOR USE OF THE VEHICLE WAS AS A POLICE VEHICLE, TAXICAB, DRIVER EDUCATION VEHICLE OR RENTAL VEHICLE. THE PRINCIPAL PRIOR USE OF THIS VEHICLE WAS AS: A POLICE VEHICLE, A TAXICAB, A DRIVER EDUCATION VEHICLE, OR A RENTAL VEHICLE.				AGENT ADDRESS			
** The amount indicated on your sales or lease agreement for registration and title fees is an estimate. In some instances, it may exceed the actual fees due to the Commissioner of Motor Vehicles. The dealer will automatically, and within sixty days of securing such registration and title, refund any amount overpaid for such fees. If the Motor Vehicle fees are more than the estimate charged, you will be responsible to pay the dealer indicated above the excess charges.				PHONE		POLICY NO.	
Customer Initials _____ Date 03/18/2019				SPOKE WITH		EXP. DATE	
* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE IS NOT A NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES, UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES. YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE TO ANY MOTOR VEHICLE ISSUING OFFICE.				DEDUCTIBLE \$		COLLISION \$	
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION 'Z' (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.				COMPREHENSIVE			
IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THIS DEALER CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY.				THE TRADE-IN			
CONTRACTUAL DISCLOSURE FOR USED VEHICLES ONLY				VIN		MILEAGE	
* THIS INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FROM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.				YEAR		CYL.	
IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT, INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.				MAKE		MODEL	
A FULL TANK OF FUEL IS INCLUDED WITH ALL RETAIL SALES OF NEW VEHICLES.				BODY		COLOR	
PLEASE SEE OTHER SIDE FOR A				COLOR		TRANS.	
				PLATE NO.		EXP. DATE	
				PAYOFF CO.		PHONE	
				ADDRESS			
				LIEN ACCT #		CLOSE OUT \$ NA	
				GOOD UNTIL		VERIFIED BY	
				DATE		DATE	
				I HEREBY STATE THAT THERE ARE NO LIENS OR ENCUMBRANCES ON THE VEHICLE THAT I AM TRADING, OTHER THAN THOSE STATED ABOVE AND THAT THE VEHICLE I AM TRADING DOES NOT HAVE A SALVAGE, FLOOD, RECONSTRUCTED, OR NON-USA-STD. TITLE.			
				DATE		BUYER'S SIGNATURE	
				I HAVE READ THE TERMS ON BOTH SIDES OF THIS AGREEMENT AND ACCEPT THEM AS STATED.			
				BUYER'S SIGNATURE		DATE: 03/18/2019	
				CO-BUYER'S SIGNATURE		DATE:	
				APPROVE SELLER		DATE: 03/18/2019	

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/24/2020



301 East Church Street - Elmira, NY  
(607) 734-1414 (800) 453-4646  
NYS Reg. Suppl. Lic. Shop #4080014

*Handwritten:* OATS 5

*Handwritten:* SLW 8/29/19 10:49 - PART removal.

STATEMENT OF DISCLAIMER: All warranties on these parts are the manufacturer's. The selling dealer hereby expressly disclaims all warranties, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of these parts. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, or income, or any other incidental damages.

LIMITED EXPRESS WARRANTY: GM parts and accessories are warranted for 24 months or 24,000 miles, whichever comes first. All other parts installed are warranted for 3,000 miles or 90 days as a labor performed. Warranty repairs to be performed at dealer.

a place of business. The following are not covered by warranty: Front end alignment, coolant and coolant leaks, Air Conditioning, Seal leaks, Pulsation, Electrical wiring and shorts (when not related to original repair), fuel system when due to contamination, Tires and batteries warranted at manufacturer's option. This warranty does not cover conditions resulting from misuse, negligence, accidents, or alterations.

CREDIT TERMS: Payments due not later than the 10th of each month for a period of 12 months. Past due accounts are subject to a single periodic late charge (minimum charge of \$5.00), which is an annual rate of 18%. Customer signature required.

*Handwritten:* Y190 PART

VEHICLE ID	MILES IN	MILES OUT	DATE TIME IN	DATE OUT	RO NO.		
[REDACTED]	39401		08/22/19 14:07		[REDACTED]		
VEHICLE DESCRIPTION			TAG NO.	STATUS			
2017 CHEVROLET VOLT LT (GR)			02876				
CONTROL NO.	LICENSE PLATE NO.	GUEST LABOR RATE	PROD. DATE	IN-SERV. DATE	DELIV. DATE	DELIV. MILES	PROMISED
[REDACTED]	[REDACTED]			08/22/16	03/18/19	32372	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	ENGINE		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	JAMIE POSTEN (479)			

All parts are new unless otherwise indicated. Replaced parts will be discarded unless specified.

A daily storage fee of \$10.00 will be charged if the vehicle is not picked up within 24 hours after you have been notified work has been completed.

Terms: Strictly cash unless credit arrangement made.

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

X  CASH  CHARGE

Service Contract

Company	Description	Deduction Amount	Term Months	Term Miles	Expiration Miles	Expiration Date
CNA	\$500 DISAPPEAR DED	\$0	72	110000	110000	03/18/25

Line	Type	Op-Code	Tech
A	Customer	20C1ZSES	
<p>Concern: CUSTOMER STATES THERE IS A LARGE PUDDLE OF OIL UNDER THE VEHICLE AND THE CHECK ENGINE LIGHT IS ILLUMINATED - PLEASE CHECK AND ADVISE (CUSTOMER STATED THE BATTERY WENT TO ZERO AND RAN ON GAS. AFTER LEAVING THE PARK AND STARTING THE VEHICLE, THE VEHICLE STATED TO SHIF ANOTHER GEAR)</p>			
B	Customer	01CVZ	
<p>Concern: PERFORM A COMPLETE MU</p>			

ELM CHEVROLET  
301 East Church Street  
Elmira, NY 14901  
Toll-Free 1 (800) 453-4646



*Handwritten:* car down  
call w/ update 8/29

DATE: 9-23-19  
TECH or R.O. # [REDACTED]  
PHONE # [REDACTED]  
ADVISOR [REDACTED]

OUR VEHICLE
COMPUTER, NEEDS TO BE RELEARNED - A64
ESS THAT NEEDS TO BE REPLACED.
ESTIMATE. (LEFT FRONT, AND LEFT REAR C

STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	8.0		18 AUG 23 112	
			18 AUG 23 104	
STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
OLH	9.9		18 AUG 23 104	
			18 AUG 23 95	
STRAIGHT TIME (HRS)	FLAT RATE PRICE	R.O. NO.	TIME	OFF
	1.5		18 AUG 23 95	
			18 AUG 23 79	

PLACE DAILY TIME/JOB TICKET

ROAD TEST MILEAGE

OUT IN

TECHNICIANS COMMENTS INCLUDE DESCRIPTION OF CAUSE	EMPLOYEE NUMBER	TECHNICIANS COMMENTS	EMPLOYEE NUMBER	TIME	OFF
COMPLAIN SCS IS And CAR Will Not Start HAS MANY u-codes stored. sheet attached JOB		COMPLAIN		18 AUG 22 135	
CAUSE When trying to replace module the driver motor EV cable would not unlock and called Tom to see if there was a solution connector would not come unlocked		CAUSE When pushing on cover and holding release the locking pins on the relay inactive connector came off and needs replacement.		18 AUG 22 146	
CORRECTION OIL PAN Leaking Lower pan needs Resealed. Replaced Reseal PAN fill oil		CORREC		18 AUG 22 146	
				18 AUG 22 141	
				18 AUG 22 16.1	
				18 AUG 22 155	
COMPLAIN		COMPLAIN			ON
JOB		JOB			ON
CAUSE		CAUSE			OFF
.2		4			ON
CORRECTION		CORRECTION			OFF
WARRANTY PARTS RETURNED TO PARTS DEPT.		WARRANTY APPROVAL			ON
Warranty Parts Returned					OFF
					ON
					OFF

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 02/24/2020



301 East Church Street - Elmira, NY 14901  
(897) 734-4141 - (800) 453-4848

Pre

[REDACTED]

Manufacturer: The selling dealer hereby expressly disclaims any warranty, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of these parts. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, or income, or any other incidental damages.

Warranty: 24 months or 24,000 miles, whichever comes first. All other parts warranted for 12 months or 12,000 miles or 30 days as to labor performed. Warranty repairs to be performed at dealer's place of business. The following are not covered by warranty: Front end alignment, coolant and coolant leaks, Air Conditioning, Seal leaks, Polishes, Electrical wiring and shorts (when not related to original repair), fuel system when due to contamination, Tires and batteries warranted at manufacturer's option. This warranty does not cover conditions resulting from misuse, negligence, accidents, or alterations.

CREDIT TERMS: Invoiced credit part due 60 days (minimum charge Customer's option)

Month for all... charges on... per month... terms above

VEHICLE ID		MILES IN	MILES OUT	DATE	RO NO		
[REDACTED]		3916		08/30/19 09:10	Pre RO		
VEHICLE DESCRIPTION				TAG NO	STATUS		
2017 CHEVROLET VOLT LT (GR)							
CONTROL NO	LICENSE PLATE NO	CUST LABOR RATE	PROD DATE	SERV DATE	DELIV DATE	DELIV MILES	PROMISED
[REDACTED]	[REDACTED]			08/22/16	03/18/19	32372	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO	SERV ADV	ENGINE		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	JAMIE POSTEN (479)			

All parts are new unless otherwise indicated. Replaced parts will be discarded unless specified. Save replaced parts Yes  No  Initials [REDACTED]

A daily storage fee of \$10.00 will be charged if the vehicle is not picked up within 24 hours after you have been notified work has been completed.

Terms: Strictly cash unless credit arrangement made. 9/19 Appr [REDACTED] CASH CHARGE

Company	Description	Deduction Amount	Term Months	Term Miles	Expiration Miles	Expiration Date
CNA CORP	\$500 DISAPPEAR DED	\$0	72	110000	110000	03/18/25

  

Line	Type	Op-Code	Tech
A	Customer	20CTZSES	

Concern C/S: CUSTOMER STATES LARGE PUDDLE OF OIL UNDER THE VEHICLE AND CEL IS ON -0 CHECK AND ADVISE

SHOWN BELOW ARE THE MOST RECENT SERVICES PERFORMED ON YOUR VEHICLE

R.O.#	P/T	Date	Miles	Adv	Op-Code	Tech	Description
39218	I	03/18/19	34334	474	01CVZNYE	A49	NEW YORK STATE INSPECTION 1845574
37104	C	01/02/19	34316	479		A64	CUSTOMER STATES WE INSTALLED NEW COMPUTER, NEEDS TO BE RELEARNED - A64
36617	C	12/13/18	34316	479		A64	CUSTOMER STATES THERE IS A WIRE HARNESS THAT NEEDS TO BE REPLACED.
4943	C	11/19/18	34316	134	59	A87	REPAIR PER PROGRESSIVE INSURANCE CO ESTIMATE. (LEFT FRONT, AND LEFT REAR CO
						A87	PAINT PER ESTIMATE
33895	I	09/10/18	32372	178	M&BALTR	A07	Mount and Balance 4 tires
					AVO	A07	USED CAR PREDELIVERY INSPECTION
					02CTZDEX	A07	DEXOS OIL CHANGE

BATTERY WENT TO ZERO, RAN ON GAS.

When starting vehicle it states shift to park, won't change gear.



301 East Church Street • Elmira, NY 14901  
 (807) 734-4141 • (800) 453-6646  
 NYS Reg. Repair Shop R4080014

**STATEMENT OF DISCLAIMER:** All work performed by this shop is done on an "as is" basis. The shop does not warrant the quality of work performed, including any implied warranty of merchantability or fitness for a particular purpose. The shop is not responsible for any damage to any property, including but not limited to, any damage to any vehicle, caused by the shop's work. The shop is not responsible for any damage to any property, including but not limited to, any damage to any vehicle, caused by the shop's work. The shop is not responsible for any damage to any property, including but not limited to, any damage to any vehicle, caused by the shop's work.

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VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT		
[REDACTED]		39401	39401	08/22/19 14:07	01/20/20	[REDACTED]	
VEHICLE DESCRIPTION				TAG NO.	STATUS		
2017 CHEVROLET VOLT LT (GR)				02876	PARTIAL-COMPLETE-P		
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	PI SERV DATE	DELIV DATE	DELIV MILES	TERMS
[REDACTED]	[REDACTED]			08/22/16	03/18/19	32372	No Charge
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		ENGINE	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	JAMIE POSTEN (479)			

THANK YOU FOR YOUR CONFIDENCE IN SERVING YOU. WE ARE HERE TO SERVE YOU. WE ARE HERE TO SERVE YOU. WE ARE HERE TO SERVE YOU.

WE ARE HERE TO SERVE YOU. WE ARE HERE TO SERVE YOU. WE ARE HERE TO SERVE YOU. WE ARE HERE TO SERVE YOU.

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A *	5031010		A19		Warranty	
Concern	CUSTOMER STATES THERE IS A LARGE PUDDLE OF OIL UNDER THE VEHICLE AND THE CHECK ENGINE LIGHT IS ILLUMINATED PLEASE CHECK AND ADVISE (CUSTOMER STATED THE BATTERY WENT TO ZERO AND RAN ON GAS. AFTER LEAVING THE PARK AND STARTING THE VEHICLE, THE VEHICLE STATED TO SHIFT TO PARK WHEN TAKING IT OUT OF GEAR AND WILL NOT SHIFT TO ANOTHER GEAR)					
Cause	TECH VERIFIED CHECK ENGINE LIGHT IS ON AND CAR WILL NOT START HAS MANY U-CODES STORED (SHEET ATTACHED)-U2603,U2604,U2605,U2606 THROUGH TESTING AND FOLLOWING FLOW CHARTS TECH FOUND THAT THE BATTERY ENERGY CONT. MODULE IS BAD AND NEEDS REPLACED					
Correction	WHEN TRYING TO REPLACE MODULE THE DRIVE MOTOR EV CABLE WOULD NOT UNLOCK HAD TO CALL TAN TO SEE IF THERE WAS A SOLUTION WHEN PUSHING ON LEVER AND HOLDING RELEASE THE LOCKING PINS ON THE RELAY JUNCTION CONNECTOR BREAK OFF AND NEED REPLACED. TECH REPLACED RELAY AND HAD TO REMOVE BATTERY OUT OF CAR BECAUSE PART WERE SO FAR FROM HAD TO BE SECURED BATTERY AND SAFETY. TECH REINSTALLED BATTERY AND PROGRAMMED MODULE AND RESET CODES. RECHARGED BATTERY TEST DROVE OK					

Part Number	Description	Qty.
24294960	MODULE	1
12696048	FILTER	1
88665700	DEXOS 0W20	5
88864346	SEALANT	1

VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO
[REDACTED]		39401	39401	08/22/19 14:07	01/20/20	[REDACTED]
VEHICLE DESCRIPTION				TAG NO	STATUS	
2017 CHEVROLET VOLT LT (GR)				02876	PARTIAL-COMPLETE-P	
ENO	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV DATE	DELIV MILES	TERMS
			08/22/16	03/18/19	32372	No Charge
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO	SERV ADV	ENGINE	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	JAMIE POSTEN (479)		

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A *	Continued					
	Part Number	Description		Qty.		
	24299153	RELAY		1		
	23120475	INSULATOR		1		
	12378390	COOLANT		1		

**B +** Warranty  
 Concern CUSTOMER REQUESTS RENTAL VEHICLE  
 Correction 90 days rent [REDACTED] 2019 CHEVY BLAZER

**C +** 4065910 A19 Warranty  
 Concern Customer states vehicle is leaking oil  
 Cause TECH FOUND LOWER OIL PAN IS LEAKING AND NEEDS RESEALED  
 Correction TECH RESEALED LOWER OIL PAN AND REFILLED WITH OIL (4065910) (1.9)

Authorized Estimates

Date/Time	Amount	Authorized By	Authorization Method	Phone/Email
08/22/2019 14:07	\$105.00		Initial Estimate	

Totals

Total Amount Due	Amount
	\$0.00

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

TERMS: STRICTLY ASH BY...  
 SERVICE CENTER...  
 NO...  
 OIL



**ROBISON LEMON LAW GROUP**  
— LLC —

99 Aldan Ave - #529  
Concordville, PA 19331

General Motors LLC  
C/O Corporation Service Company  
80 State Street  
Albany, NY 12207

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PRESS FIRMLY TO SEAL



1006



12207

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EXPECTED DELIVERY DAY: 02/27/20

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Albany, NY  
12207

Label 228, March 2016

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