

Mary Livingston (C)

From: [REDACTED]
Sent: Wednesday, January 09, 2019 6:23 PM
To: Mary Livingston (C)
Subject: [EXTERNAL] RE: NISM Review: [REDACTED]

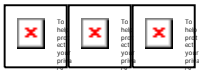
Probably fine to try to get a cash & keep settlement. Probably justifiable to pay up to \$12,500 or maybe even \$14,500. If that does not work then I would offer the choice of a repurchase or replacement. The NC Lemon Law allows treble damages if GM unreasonably refuses to comply with an obligation to repair, replace or refund. The NC appellate opinions seem to create a standard for proving unreasonableness which is fairly difficult for a plaintiff to meet, but I see some things in Global Warranty and the repair history which might allow Eick to get to a jury on a treble damage claim. Also, if you do a cash and keep, GM might see more problems from Eick down the road even with a release. So if you cannot accomplish a cash and keep within a range you are comfortable with, then I suggest switching to a repurchase or replacement.

Charles P. Mitchell
Attorney at Law



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407.872.7300 Main
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Mail To: P.O. Box 1873 | Orlando, FL 32802-1873



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From: Mary Livingston (C) [mailto:mary.livingston@gm.com]
Sent: Wednesday, January 09, 2019 5:47 PM
To: Mitchell, Charlie
Subject: RE: NISM Review: [REDACTED]

Hi Charlie,

The sales docs are not attached to the SR but the BARS lists the price as \$39,930.00. Also, PC's last counter was \$16,000. Do you believe we should offer the repurchase rather than cash & keep?

Mary Livingston
(mary.livingston@gm.com)
GM Legal Coordinator for the Eastern Region

General Motors Legal Staff

[REDACTED]
(512) 551-0092 (Fax)

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From: Mitchell, Charlie [<mailto:cmitchell@rumberger.com>]

Sent: Wednesday, January 09, 2019 5:29 PM

To: Mary Livingston (C) <mary.livingston@gm.com>

Subject: [EXTERNAL] RE: NISM [REDACTED]

Mary,

I recommend that GM offer to repurchase the vehicle, or replace it, under the terms of the North Carolina Lemon Law plus pay \$2,500 in attorney's fees. Unfortunately, if he opts for a replacement vehicle, GM is not entitled to a mileage offset, and the NC Lemon Law gives Eick the right to choose a replacement vehicle over a straight repurchase. If Eick does not accept that offer, or a dispute arises over the calculation of the refund or the handling of a replacement vehicle, please let me know.

Also, what was the vehicle's purchase price?

Charles P. Mitchell

Attorney at Law



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From: Mary Livingston (C) [<mailto:mary.livingston@gm.com>]

Sent: Wednesday, January 09, 2019 4:47 PM

To: Mitchell, Charlie

Subject: RE: NISM Review: [REDACTED]

The demand letter dated 10/26/2018 was received via Certified Mail at the BRC on 10/30/2019.

Mary Livingston

(mary.livingston@gm.com)

GM Legal Coordinator for the Eastern Region

General Motors Legal Staff

[REDACTED]
(512) 551-0092 (Fax)

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From: Mitchell, Charlie [<mailto:cmitchell@rumberger.com>]

Sent: Wednesday, January 09, 2019 4:41 PM

To: Mary Livingston (C) <mary.livingston@gm.com>

Subject: [EXTERNAL] RE: NISM Review: [REDACTED]

When did GM receive written notice from the Norris Law Firm offering GM a final repair opportunity?

Charles P. Mitchell

Attorney at Law



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From: Mary Livingston (C) [<mailto:mary.livingston@gm.com>]

Sent: Tuesday, January 08, 2019 3:03 PM

To: Klein, Steve; Mitchell, Charlie

Subject: NISM Review: [REDACTED]

Good Afternoon,

I am seeking your advice on this NISM file. This case involves a 2017 Chevrolet Volt being negotiated with the Norris Law Firm.

The agent is requesting a NFA to our last offer of \$8,000 stating " *Vehicle does not meet presumption; however has 5 repairs with a total of 28 days out of service. Vehicle has 3 of the same nonconformities with the CEL coming back on including during the final repair attempt. Vehicle does appear to be fixed and does not have a breach of warranty.*" The PC's last counter is at \$16,000.

I have attached the global warranty and case assessment for your information and review. Please let me know your thoughts on settlement so we can hopefully prevent this from going to suit. Thanks!

Mary Livingston

mary.livingston@gm.com

GM Legal Coordinator for the Eastern Region

General Motors Legal Staff

[REDACTED]
(512) 551-0092 (Fax)

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