

**BSJ** BRANSTETTER  
STRANCH & JENNINGS  
PLLC

November 22, 2022

General Motors Company  
300 Renaissance Center  
P.O. Box 33170  
Detroit, Michigan 48232-5170

General Motors LLC  
300 Renaissance Center  
Suite L1  
Detroit, Michigan 48243

General Motors Financial Company, Inc.  
801 Cherry Street  
Suite 3500  
Fort Worth, Texas 76102

Chevrolet Motor Division  
300 Renaissance Center  
P.O. Box 33170  
Detroit Michigan 48232-5170

Chevrolet Customer Assistance Center  
300 Renaissance Center  
P.O. Box 33136  
Detroit, Michigan 48323-5136

*VIA CERTIFIED MAIL*  
Return Receipt Requested

**In Re: Violation of Magnuson-Moss Warranty Act and New Mexico Law**

**Consumer:** [REDACTED]  
**Address:** [REDACTED] Santa Fe, New Mexico [REDACTED]  
**Purchase of 2017 Chevy Volt**  
**VIN** [REDACTED]  
**Date of Purchase: July 23, 2016**

Dear Sir or Madam:

TAKE NOTICE that this letter constitutes notice that General Motors, Inc. is in violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §2301 ("Warranty Act") and the Unfair Trade Practices Act (N.M.S.A. § 57-12-1, et seq.) with regard to the following:

**KENTUCKY**  
515 PARK AVENUE  
LOUISVILLE, KY 40208  
P (502) 636.4333  
F (502) 636.4342

**MISSOURI**  
PEABODY PLAZA  
701 MARKET STREET, SUITE 1510  
ST. LOUIS, MO 63101  
P (314) 390.6750  
F (615) 255.5419

**TENNESSEE**  
THE FREEDOM CENTER  
223 ROSA L. PARKS AVENUE, SUITE 200  
NASHVILLE, TN 37203  
P (615) 254.8801  
F (615) 255.5419

**NEVADA**  
703 SOUTH 8TH STREET  
LAS VEGAS, NV 89101  
P (725) 235.9750  
F (615) 255.5419

**OHIO**  
425 WALNUT STREET  
SUITE 2315  
CINCINNATI, OH 45202  
P (513) 381.2224  
F (513) 381.2225



**General Motors Company**

**In Re: Violation of Magnuson-Moss Warranty Act and New Mexico Law**

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This Firm has been retained by [REDACTED] who on July 23, 2016, purchased from Advantage Chevrolet of Bolingbrook in Bolingbrook, Illinois, a 2017 Chevrolet Volt for a price of \$31,152.60 (the "vehicle"). She still owns this vehicle. At the time she purchased the vehicle, she was unaware that the Battery Energy Control Module (BECM) was defective. She purchased this vehicle based upon, and in reliance upon, representations made by General Motors regarding its performance, electric capabilities and battery range, environmental friendliness, compliance with applicable regulations and fitness for use as a personal vehicle. Had [REDACTED] been aware of the truth about the BECM, including GM's false representations with respect to the BECM, she would not have purchased the vehicle.

GM has failed adequately repair or replace the defective BECM. As a result of General Motors's actions and deceptive trade practices, including its false statements regarding the BECM and its subsequent failure to repair or replace same [REDACTED] has and continues to suffer an ascertainable loss. Those losses include, but are not limited to, out-of-pocket- losses related to replacement transportation; replacement costs BECM and related parts; future costs associated with maintenance and repair of the BECM; diminished performance of the vehicle; and diminished residual and/or resale value of the vehicle.

The above actions represent a failure to conform the vehicle to its express warranty and/or implied warranty of fitness or a particular purpose. The above actions also represent unfair or deceptive trade practices under the New Mexico Unfair Trade Practices Act, N.M.S.A. § 57-12-1, et. seq., which have directly and proximately resulted in actual damages to [REDACTED]

Based upon the above, demand is hereby made that you refund the sum of \$31,152.60 to [REDACTED] in full.

Please be advised that your failure to comply with this request may subject you to actual damages suffered, civil penalties, Court costs and attorneys' fees, or any other relief available under the referenced statutes or which the court deems proper.

I look forward to receiving your response. Thank you for your time and consideration in this matter.

[REDACTED]

BRANSTETTER, STRANCH & JENNINGS,  
THE FREEDOM CENTER  
223 ROSA L. PARKS AVENUE, SUITE 200  
NASHVILLE, TENNESSEE 37203

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P.O. Box 33170  
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