



VIA EMAIL ONLY

Itemized Repurchase Offer Letter

June 21, 2023

Eugene Krukus, Esq.
Eugene Krukus PLLC
2704 Grand Ave Ste 4
Bellmore, NY 11710

INFORMATION REDACTED
PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C.
552(B)(6)

RE: [REDACTED]
Service Request [REDACTED]
2021 Cadillac Escalade ESV
Vehicle Identification Number: [REDACTED]

Dear Mr. Krukus:

Regarding the above case, General Motors LLC ("General Motors") would like to make the following repurchase offer on your client's 2021 Cadillac Escalade ESV on behalf of the GM Interested Parties¹. This offer is contingent upon receipt of a copy of the current registration (valid for at least 30 days beyond the date this letter is signed by your client) to show proof of ownership.

Prior to the issuance of any funds, a vehicle inspection must be performed at an authorized General Motors dealership. Here, the vehicle inspection will take place a local dealership. The vehicle must be without damage beyond normal wear and tear for the year/mileage of the vehicle that has not been approved via a written waiver by General Motors prior to the scheduled inspection. Appropriate repurchase documents will be sent to the dealership who will then contact you to arrange an inspection at a mutually agreed date and time. If for some reason the dealership is unacceptable to your client, please let us know immediately. Once the inspection has been completed satisfactorily and the necessary documents have been returned, the following repurchase offer will be processed:

Total payments 28 @ \$1,619.00	\$45,332.00
Document Fee	\$75.00
License/Title/Registration	\$300.00
Subtotal:	\$45,707
Less Usage/Depreciation	-\$12,733.03
Subtotal:	\$32,973.97
Attorney's Fees	\$3,000.00
Subtotal:	\$35,973.97
* Payoff to lien holder (good through 6/16/2023)	\$73,682.05

¹ "GM Interested Parties" shall means General Motors LLC, General Motors Company, their subsidiaries, divisions, officers, representatives, employees, stockholders, authorized dealers, successors and assigns and all other persons, firms or corporations, who are or might be claimed to be liable.

Repurchase Offer	\$109,656.02
<i>Total due to attorney and client:</i>	\$35,973.97

The above offer is inclusive of any and all costs, fees, expenses, and attorney's fees, known or unknown, that are associated with the above-referenced vehicle.

The financial information, pre-repurchase inspection and receipt of release documents must all be completed within 30 calendar days from the date of your acceptance of our offer. All aftermarket items (if applicable) must be present on the vehicle at the point of inspection. Any damages beyond normal wear and tear that is noted during the inspection must be repaired and paid for by your client before proceeding.

General Motors requests you make this offer available to your client at the earliest possible opportunity.

Furthermore, this settlement offer is contingent upon General Motors receiving a current year, completed W-9 containing your Federal Tax ID. Failure to return the W-9 will result in a delay of processing this offer. To assist in ensuring the security of this information, the W-9 form needs to be emailed to GM at GMlegalupdate@gm.com with reference to the SR# above separately from all other settlement documents. The W-9 form can be downloaded from the IRS website at www.irs.gov. In addition, the IRS website will provide instructions for completing the W-9.

If this offer is acceptable to your client(s), please have your client(s) sign this offer letter as well as the attached release and return them to us at the email address from which you received this offer and GMlegalupdate@gm.com. This offer is good for 10 calendar days from the date of this letter. Please refer to the service request number above when calling our Business Resource Center at 1-800-231-1841 Monday through Friday between 8:00 a.m. and 5:00 p.m., Eastern Time.

Sincerely,

General Motors

CURRENT VEHICLE MILEAGE: 26,862

[Redacted Signature]

Client's Signature

06/23/2023

Date

Client's Signature

Date

[Redacted]

RELEASE OF CLAIM

1. I, [REDACTED] (hereinafter referred to as "Releasor"), as lessee of a certain 2021 Cadillac Escalade ESV, bearing Vehicle Identification Number [REDACTED] (hereinafter referred to as "Vehicle") and in consideration of payment by General Motors LLC of **\$109,656.02**, said payment to be made as outlined below, does for herself and each and all of her representatives, heirs, successors and assigns, hereby releases and discharges General Motors LLC, General Motors Company, their subsidiaries, divisions, officers, representatives, employees, stockholders, authorized dealers, successors and assigns and all other persons, firms or corporations, who are or might be claimed to be liable (hereinafter referred to as "Releasees"), of and from any and every claim, demand or right, including but not limited to those for diminution in value, repair costs, or any other economic or non-economic injuries, losses, breach of warranty damages and/or punitive damages, cost of suit and attorney(s) fees resulting or alleged to have resulted from the promotion, use or sale of, or any defect and/or nonconformities in the design or manufacture or assembly in the aforesaid Vehicle, including but not limited to those alleged in or that may be inferred from allegations set forth in any pleading or any claims made by the Releasor(s).

2. As consideration for this Release, and for the payment described above to be tendered in the form of two checks: the first, in the amount of **\$35,973.97** made payable to [REDACTED] and Eugene Krukas PLLC; the second in the amount of **\$73,682.05**, made payable to GM Financial. These checks have been calculated as follows:

Total payments 28 @ \$1,619.00	\$45,332.00
Document Fee	\$75.00
License/Title/Registration	\$300.00
Subtotal:	\$45,707
Less Usage/Depreciation	-\$12,733.03
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Attorney's Fees	\$3,000.00
Subtotal:	\$35,973.97
* Payoff to lien holder (good through 6/16/2023)	\$73,682.05
Repurchase Offer	\$109,656.02
Total due to attorney and client:	\$35,973.97

It is also expressly agreed:

(a) That upon receipt of the consideration described above, Releasor(s) will convey clear and unencumbered title of the vehicle to General Motors, will execute a limited Power of Attorney in favor of General Motors to correct any errors in title, and will execute an Odometer Statement.

(b) In the event the Vehicle is damaged, disabled, driven excessively or destroyed in any manner up to and including after Releasor(s) executes this Release, but before General Motors tenders payment of the consideration described above, payment of the consideration above shall be modified as follows:

(i) If the estimated cost of repair of the aforementioned Vehicle is less than the value of said Vehicle, said value to be determined as outlined in Paragraph (iii) below, Releasor(s) shall tender said Vehicle with clear title to General Motors upon receipt of **\$109,656.02**, less the estimated cost of repair to said Vehicle,

(ii) If the estimated cost of repair of said Vehicle exceeds the value of said Vehicle, said value to be determined as outlined in Paragraph (iii) below General Motors shall make payment of said consideration to Releasor(s) of **\$109,656.02**, less said value of said Vehicle, and,

(iii) For purposes of i, ii, and iii, the value of said Vehicle is the average retail value of a 2021 Cadillac Escalade ESV as determined by the Edmunds book, at the time this Release is executed by Releasor(s).

(iv) That the Vehicle shall not exceed 23,792 plus 1,000 miles on the odometer at time of exchange. In the event the Vehicle does exceed the above stated mileage, the payment of the consideration above shall be modified as follows: a reduction of payment of **0.25** cents per mile in excess of the agreed upon mileage. This shall not apply if a delay in the transaction is caused by Releasees or its authorized dealer.

(c) That Releasor(s) fully understands that this is a final settlement and disposition of all disputes as to legal liability for and as to the nature and extent of any damages claimed from Releasees by Releasor(s);

(d) That neither General Motors's payment of the consideration recited above nor the negotiations preliminary to the execution of this Release shall be considered an admission of liability or wrongdoing by Releasees to any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated above;

(e) That Releasor(s) and her attorneys have reviewed the provisions of this Release and that the contents of this Release have been explained to Releasor(s) by counsel prior to its execution;

(f) That Releasor(s) represents and warrant(s) that she is entitled to give a full and complete release of the claims which are the subject hereof;

(g) That Releasor(s) has not assigned or otherwise transferred any interest in any claims which are the subject hereof;

(h) That Releasor(s) shall not at any time hereafter commence, maintain or prosecute, or cause encourage or advise be commenced, maintained or prosecuted any action, suit, proceeding or claim based in whole or in part upon or arising out of or in any way connected with any of the matters released herein;

(i) That Releasor(s) hereby for herself, her heirs, executors, administrators, successors and assigns covenant to defend, indemnify and save harmless Releasees from any of the claims or causes of actions alleged in or to be inferred from allegations set forth in the matter indicated above;




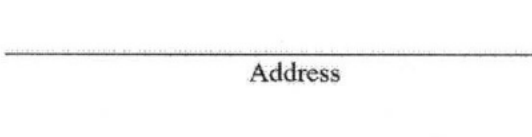
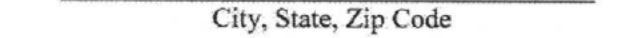
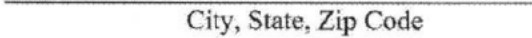
(j) That no promise, agreement, statement or representation except as expressed in this release has been made to been relied upon by Releasor(s) and that this document of 3 pages contains the entire agreement between Releasor(s) and Releasees.

INTENDING TO BE LEGALLY BOUND BY THE TERMS OF THIS RELEASE THE
UNDERSIGNED HAS AFFIXED HIS/HER SIGNATURE THIS 23 DAY OF
June, 2023.

The undersigned has carefully read and understands this release and signs it to resolve the claim described above.

CURRENT VEHICLE MILEAGE 26,862 DATE SIGNED: 06/23/2023


WITNESS:

 _____ Claimant's Signature	 _____ Claimant's Signature
 _____ Address	 _____ Address
 _____ City, State, Zip Code	 _____ City, State, Zip Code


STATE OF new jersey

COUNTY OF Bergen

Sworn to (or affirmed) and subscribed before me this 23 day of June,
2023, by {Customer name from title/registration} {and additional name as applicable}.



Signature of Notary Public



Print, type or stamp Commissioned Name of Notary Public

Personally Known OR Produced identification


Type of identification personal knowledge

My commission expires: 03/06/2027

Notarized online using audio-video communication

HIRSCH ROSENZWEIG
Electronic Notary Public
State of New Jersey
Commission #: 50207164
Commission Expires: 02/21/2028

CC: File

Initials: 
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