

Krohn & Moss, Ltd.

*Main Office
1363 Shermer Rd., Suite 212
Northbrook, Illinois 60062
www.krohnandmoss.com*

*Licensed to practice Only in:
District of Columbia
Florida*

[REDACTED]

April 18, 2024

[REDACTED]

General Motors, LLC
PO Box 33170
Detroit, MI 48232-5170

RE: [REDACTED] v. General Motors LLC

Vehicle: 2021 Cadillac Escalade

VIN: [REDACTED]

Our File No.: [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et. seq.*, with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances and you are hereby notified of our attorney's lien. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

You are hereby notified that any settlement made with our client must include compensation for all statutory and other damages available to my client, including, but not limited to damages for the diminished value of the vehicle, incidental and consequential damages, and attorneys' fees. Please also note that if you settle directly with our client and do not make arrangements for payment of all damages, fees, and costs, we will file suit against you for tortious interference of our business relationship with our client and for violation of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. You are hereby notified that these defects and non-conformities include, but are not limited to:

1. Defective engine, transmission and/or electrical system as evidenced by the check engine light is on, the no start condition, a loud noise while accelerating, a safety message is on the dashboard, the air bag light is on the dashboard, the vehicle is running rough, the vehicle is releasing smoke from the tail pipe and the jerking condition; and
2. Defective climate control and/or body/trim as evidenced by the air conditioner is inoperable and the front bumper is loose,
3. All additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

As a result of your failure to repair defects in my client's vehicle, by and through your authorized dealers that were designated in your warranty to effectuate repairs, within a reasonable time or reasonable number of attempts, you have breached your written warranty. *See* 15 U.S.C. § 2310(e). *See also Cunningham v. Fleetwood Homes of Georgia, Inc.*, 253 F.3d 611, 618 (11th Cir. 2001) (citing § 2310(e) and noting "prior to bringing suit for breach of warranty, a consumer must give persons obligated under the warranty a reasonable opportunity to 'cure' the failure to comply with the obligations at issue"); *Kuns v. Ford Motor Co.*, 543 Fed. Appx. 572, 576 (6th Cir. Nov. 19, 2013) (same); *Ventura v. Ford Motor Corp.*, 433 A.2d 801, 812 (N.J. Sup. Ct. App. Div. 1981) (manufacturer's dealer was the entity obligated under 2310(e) to effectuate repairs per manufacturer's warranty); *Anderson v. Gulf Stream Coach*, 662 F. 3d 775, 781 (7th Cir. 2011); and *Pearson v. DaimlerChrysler Corp.*, 349 Ill.App.3d 688, 813 N.E.2d 230 (Ill. App. 2004).

Based on the above, my client has also justifiably lost confidence in the subject vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension.

Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195, 205 (N.J. Ch. Div. 1968).

Concerning the amount of grief a person must endure, another court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car.

Rester v. Morrow, 491 So.2d 204, 210 (Miss. 1986).

My client's repair history clearly shows that my client's claims are viable:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

Kure v. Chevrolet Motor Division, 581 P.2d 603, 608 (Wy. 1978).

As a result of your breach of warranty, my client may recover “damages and any other legal and equitable relief” as a result of your failure to comply with your obligation to repair the subject vehicle. See 15 U.S.C. § 2310(d) and *King v. King Motor Co. of Fort Lauderdale*, 780 So.2d 937, 942 (Fla. 4th DCA 2001). As recognized by the First District:

The Magnuson-Moss Act authorizes civil actions by consumers for damages. 15 U.S.C.S. § 2310(d) (Law. Co-op. 1982). Section 2311(b)(1) further provides: “Nothing in this title shall invalidate or restrict any right or remedy of any consumer under State law.” Courts have generally interpreted these provisions as requiring resort to state warranty law to determine the measure of damages under the Act. *MacKenzie v. Chrysler Corp.*, 607 F.2d 1162, 1166 (5th Cir.1979); *Rose v. A & L Motor Sales*, 699 F. Supp. 75, 76 (W.D.Pa.1988). Florida law permits recovery of actual, incidental, and consequential damages for breach of warranty. §§ 672.714 - .715, Fla.Stat. (1987) (UCC §§ 2-714 to -715).

Frank Griffin Volkswagen, Inc. v. Smith, 610 So.2d 597, 615 (Fla. 1st DCA 1992) (emphasis added). See also *Walsh v. Ford Motor Co.*, 807 F.2d 1000, 1016 (D.C. Cir. 1986) (“state warranty law lies at the base of all warranty claims under Magnuson-Moss”).

Finally, although it is my client’s contention that you have already been provided with sufficient opportunities to repair the subject vehicle by the tendering of the vehicle to your dealers as designated in your warranty, if you are interested in performing further repairs to the vehicle, please contact me to make appropriate arrangements to do so. If I do not hear from you within ten (10) days I will presume you are uninterested in performing any further repairs to the vehicle.

To avoid any litigation, please contact me. If this matter is not amicably resolved within ten (10) days from the date of this letter, you are hereby put on notice that a lawsuit will be filed.

Sincerely,

/s/ Natalia B Singh

Natalia Singh
Attorney at Law

NS/gm
