



null / WARBREACH
Transmittal Number: [REDACTED]
Date Processed: 07/10/2023

Notice of Service of Process

Primary Contact: Katlin Curry
General Motors LLC
300 Renaissance Ctr
Detroit, MI 48243-0001

Entity: General Motors LLC
Entity ID Number [REDACTED]

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: Ellis County Court at Law , TX

Case/Reference No: [REDACTED]

Jurisdiction Served: Michigan

Date Served on CSC: 07/07/2023

Answer or Appearance Due: 10:00 am Monday next following the expiration of 20 days after service

Originally Served On: CSC

How Served: Personal Service

Sender Information: Kimmel & Silverman PC (Ambler, PA)
215-540-8888 ext. 112

Client Requested Information: Year: 2021
Make: Chevrolet
Model: Silverado 1500
VIN: [REDACTED]

Notes: Kimmel & Silverman PC, 30 East Butler Ave. Ambler, PA 19002

CSC Location Document Was Served: CSC-Lawyers Incorporating Service (Company) The Prentice-Hall Corporation System, Inc. United States Corporation Company, 3410 Belle Chase Way, Suite 600 Lansing, MI 48911

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

THE STATE OF TEXAS
COUNTY OF ELLIS
CAUSE NO: [REDACTED]
CITATION

RECEIVED
JUN 29 2023

COMPLAINT

TO: LLC GENERAL MOTORS
300 RENAISSANCE CENTER
DETROIT, MI 48265

Defendant, in the hereinafter styled and numbered cause: [REDACTED]

You are hereby commanded to appear before COUNTY COURT AT LAW NO 1 of ELLIS COUNTY, TEXAS to be held at the courthouse located at 109 S. Jackson of said County in the City of Waxahachie, Ellis County, Texas, by filing a written answer to the petition of plaintiff – at or before 10:00 A.M. of the Monday next after the expiration of 20 days after the date of service hereof at the County Clerk's office at P. O. Box 250, Waxahachie, TX 75168, a copy of which accompanies this citation, in cause number [REDACTED] styled

[REDACTED]
VS.
GENERAL MOTORS, LLC

Filed in said court on the 06/30/2023

The name and address of the attorney for plaintiff, or the address of plaintiff is [REDACTED], attorney for the plaintiff, 30 E BUTLER AVE, AMBLER, PA 19002.

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of 20 days after you were served this citation and petition, a Default Judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org."

WITNESS: Krystal Valdez, County Clerk of the County Court at Law of Ellis, Texas.

ISSUED AND GIVEN UNDER MY HAND AND SEAL OF SAID COURT AT Waxahachie, Texas, on this the 30th day of June, 2023.



Krystal Valdez, County Clerk
Ellis County Records Building
P. O. Box 250
Waxahachie, TX 75168

[REDACTED]
MANDY HOCUTT, DEPUTY

RETURN OF SERVICE - CAUSE # [REDACTED]

[REDACTED]
VS.
GENERAL MOTORS, LLC

IN THE COUNTY COURT AT LAW NO 1
OF
ELLIS COUNTY, TEXAS

NAME AND ADDRESS FOR SERVICE:

LLC GENERAL MOTORS
300 RENAISSANCE CENTER
DETROIT, MI 48265

Came to hand on the ____ day of _____, 20____, at _____, o'clock ____m., and executed in _____ County, Texas by delivering to each of the within named defendants, in person, a true copy of this Citation with the date of delivery endorsed thereon, together with the accompanying copy of the COMPLAINT, at the following times and places, to-wit:

Name	Date/Time	Place, Course and Distance from Courthouse
_____	_____	_____

And not executed as to the defendant(s), _____

The diligence used in finding said defendant(s) being:

_____ and the cause or failure to execute this process is:

_____ and the information received as to the whereabouts of said defendant(s) being:

FEES:

Serving Petition and Copy \$ _____
Total \$ _____

_____, Officer
_____, County, Texas
By: _____, Deputy

Affiant

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is _____, my date of birth is _____, and my address is _____
(First, Middle, Last)

(Street, City, Zip)

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____ day of _____.

Declarant/Authorized Process Server

(Id # & expiration of certification)

NOTARY:

STATE OF TEXAS
COUNTY OF ELLIS

SIGNED UNDER OATH BEFORE ME ON THIS ____ DAY OF _____ 20____.

NOTARY PUBLIC

██████████
CAUSE NO.

██████████
Plaintiff,

v.

GENERAL MOTORS, LLC
Defendant.

IN THE COUNTY COURT AT LAW

COURT NO.

ELLIS COUNTY, TEXAS

Demand for Jury Trial

COMPLAINT

██████████ ("Plaintiff"), by and through his attorneys, **Kimmel & Silverman, P.C.**, allege the following against **GENERAL MOTORS, LLC** ("Defendant"):

INTRODUCTION

1. Plaintiff's Complaint is based on the Magnuson-Moss Warranty Act ("Warranty Act"), Chapter 15 U.S.C.A., § 2301, *et. seq.*, breach of implied warranty of merchantability pursuant to the Magnuson-Moss Warranty Act, and Tex. Bus. & Com. Code §§ 2.313, 2.314.

JURISDICTION AND VENUE

2. Plaintiff is an adult individual residing in Midlothian, Texas 96065 at the time of the events.

3. Defendant GENERAL MOTORS, LLC regularly conducts business in the state of Texas, headquartered in Detroit, MI 48265. Defendant is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Defendant is also in the business of marketing, supplying and selling written warranties to the public at large through

a system of authorized dealerships, including Toyota of Richardson ("Seller") located in Richardson, Texas, 75080.

4. Plaintiff seeks damages for the "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages, costs, and attorney's fees. Additionally, Plaintiff seeks trebled damages.

PARTIES

5. Plaintiff is an adult individual residing in Midlothian, Texas 96065 at the time of the events.

6. Defendant GENERAL MOTORS, LLC (hereinafter referred to as "GM", "Defendant" or "Manufacturer") is a company with its principal place of business located at 300 Renaissance Center, Detroit MI 48265.

FACTUAL ALLEGATIONS

7. On or about October 10, 2022, Plaintiff purchased a used 2021 Chevrolet Silverado 1500 from Toyota of Richardson located in Richardson, Texas bearing the Vehicle Identification Number [REDACTED] (hereinafter the "vehicle"). A true and accurate copy of the Purchase Agreement is attached as Exhibit "A."

8. At all times relevant hereto, the subject vehicle was registered in the State of Texas.

9. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges totaled more than \$71,806.21. See Exhibit "A".

10. In consideration for the purchase, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

11. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the purchase of Defendant's product by Plaintiff.

12. Defendant issued an express written warranty as well as other guarantees, affirmations and undertakings as detailed in Defendant's warranty materials and owner's manual.

13. During the operative terms of the warranties described above, the vehicle has exhibited defects and required repair(s) attempted by Defendant's authorized service facility(ies), however they were largely, if not entirely, ineffective. As a result, the use, value and safety of the vehicle have been substantially impaired and unsuitable for its intended purposes.

14. The subject vehicle continues to exhibit defects, conditions and non-conformities. In connection with those substantial non-conformities, Plaintiff presented the vehicle for repair.

15. In connection with the nonconformities, Plaintiff presented the vehicle for repair at the authorized service and repair facility, Premier Chevrolet ("Service Facility"), on December 21, 2022, January 31, 2023 and April 3, 2023. True and accurate copies of the documentation memorializing these Repair Order(s) are attached as Exhibit "B".

a. December 21, 2022 – December 31, 2022; 31,091 miles. Plaintiff presented the vehicle to the authorized dealership for a grinding and knocking noise from engine and "something look(ed) broken under the hood". The vehicle was kept out of service for eleven (11) days in connection with this repair attempt.

b. January 31, 2023 – March 29, 2023; 31,117 miles. Plaintiff presented the vehicle to the authorized dealership for check engine warning activation, no start, burning smell, service traction control warning light service parking brake warning light on. The vehicle was

kept out of service for **fifty-eight (58) days** in connection with this repair attempt.

c. April 3, 2023 – May 24, 2023; 32,102 miles. Plaintiff presented the vehicle to the authorized dealership for check engine warning activation, no start- towed in, multiple dash lights on including ABS, ESC and service trailer brake system. The vehicle was kept out of service for **fifty-two (52) days** in connection with this repair attempt.

16. The vehicle continues to be defective and exhibits non-conformities.

17. The vehicle remains in a defective and/or unreliable state and is substantially impaired.

18. The repetitive and serious defects and non-conformities reveals a failure to repair in accordance with the warranty.

19. Plaintiff has lost confidence in the the reliablity of the vehcile and/or Defendant's ability to make effective warranty repairs.

FIRST CAUSE OF ACTION

**Breach of Warranty Pursuant to the Magnuson-Moss Warranty Improvement Act,
15 U.S.C. § 2301, et seq.**

20. Plaintiff incorporates by reference the above paragraphs of this Complaint as though fully stated herein.

21. Plaintiff is a "consumer" as defined in 15 U.S.C. § 2301(3).

22. Defendant is a "supplier" and "warrantor" as defined in 15 U.S.C. § 2301(4)-(5).

23. The subject vehicle is a "consumer product" as defined in 15 U.S.C. § 2301(6).

24. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written warranty.

25. 15 U.S.C. § 2304(a)(1) requires Defendant, as a warrantor, to remedy any defect, malfunction or nonconformance within a reasonable time and without charge to the Plaintiff.

26. Defendant has attempted to comply with the terms of its express warranties, implied warranties and contracts; however, its efforts through its authorized service facilities, have failed.

27. Defendant has not made the vehicle conform to the standards promised by warranty.

28. As a result of the failure to repair, Defendant has breached the written warranties issued with the subject vehicle.

29. As a result of Defendant's failures and being unable and/or unwilling to remedy valid operational and safety concerns, Plaintiff has been required to retain legal counsel and seek legal redress. Further, Defendant was provided additional opportunities to repair after been put on notice of the claims, but the above problems have not been resolved.

30. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

- a. If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he/she may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

31. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and representations.

32. As a direct and proximate result of Defendant's failure to comply with its express written, implied warranties and obligations, Plaintiff has suffered damages and, in accordance

with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit to recover these along with other legal and equitable relief.

33. Further because the terms of the written warranty were not furnished to Plaintiff until after the vehicle was delivered, the limitations, disclaimers and/or alternative dispute provisions contained therein are ineffective and non-binding for a failure of consideration under state and federal law.

34. Plaintiff avers that upon successfully prevailing, all damages, including but not limited to diminution in value of the vehicle and respectfully demands judgment against Defendant in an amount equal to the diminution in value of the vehicle, the total of which could be nearly as much as the total price of the subject vehicle, plus interest, collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

SECOND CAUSE OF ACTION

**Breach of Implied Warranty of Merchantability Pursuant to the Magnuson-Moss
Warranty Act, 15 U.S.C. § 2301, *et seq.* and Tex. Bus. & Com. Code § 2.314**

35. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

36. Defendant is a warrantor.

37. The vehicle included implied warranties of merchantability, as defined in 15 U.S.C. § 2308 and V.T.C.A., Bus. & C. § 2.314, benefitting Plaintiff.

38. An implied warranty arose by operation of law as part of the purchase of the vehicle, requiring the vehicle to perform in a manner consistent with its intended use and safe operation.

39. Defendant breached the implied warranty of merchantability as the subject vehicle has at all times been substantially unfit for the ordinary purposes for which it was intended and/or for which motor vehicles are used.

40. The persistent and unresolved defects are unreasonable and/or dangerous and distracting under normal use.

41. Plaintiff notified Defendant of all manifested defects within a reasonable time and provided a reasonable opportunity to repair.

42. As a result of Defendant's breach of implied warranties, Plaintiff has suffered damages, including but not limited to incidental and consequential damages, plus attorney fees and costs and seeks to recover same.

THIRD CAUSE OF ACTION

Breach of Express Warranties and Tex. Bus. & Com. Code § 2.313

43. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

44. Defendant provided a new vehicle limited warranty under which it agreed to repair original components found to be defective in material or workmanship under normal use.

45. Plaintiff relied on Defendant's representations of quality expressed in its warranty.

46. Defendant failed to comply with the terms of the express written warranty provided to Plaintiff, by failing to repair the defects and operational impairments.

47. Plaintiff has provided a reasonable number of opportunities for Defendant to make the vehicle comply with the warranty but has been unable to do so.

48. As a result, Plaintiff cannot reasonably rely on the vehicle for ordinary and normal purposes.

49. Plaintiff did not and could not have discovered nonconformities with the vehicle prior to delivery.

50. Defendant was at all times best positioned to know that the subject vehicle as delivered was subject to defects, conditions, problems and malfunctions, some of which were the subject of different technical service bulletins created for dealers to identify them. These also include but are not limited to "secret warranties" issued by Defendant.

51. Plaintiff would not have purchased the vehicle if known that it possessed the defects and/or conditions that were complained about.

52. As a direct and proximate result of the willful failure of Defendant to comply with its obligations and express warranties, Plaintiff has suffered actual and consequential damages. Such damages include, but are not limited to, loss of confidence in the vehicle, loss of the use and enjoyment, inconvenience in returning for repetitive repairs and diminution in the value of.

PRAYER FOR RELIEF

Wherefore, Plaintiff, [REDACTED] respectfully prays for judgment as follows:

- a. An order approving revocation of acceptance of the subject vehicle;
- b. The "full purchase price" of the vehicle, or as close to that amount as can be recovered for the breach;
- c. Finance charges, collateral charges,
- d. Incidental and consequential damages;
- e. Trial by jury on all issues (reserving for the Court determination of attorney's fees and costs);
- f. All reasonable costs of litigation costs;

- g. Expert witness fees; and
- h. Any other relief this Honorable Court deems appropriate.

DEMAND FOR JURY TRIAL

Please take notice that Plaintiff, [REDACTED] demands a jury trial in this case.

Respectfully submitted,

By: /s/ Blake Walsh
Blake Walsh, Esq. (TX Bar No. 24130395)
Kimmel & Silverman, PC
30 East Butler Ave.
Ambler, PA 19002
Phone: (215) 540-8888 ext. 112
teamkimmel@creditlaw.com

EXHIBIT “A”

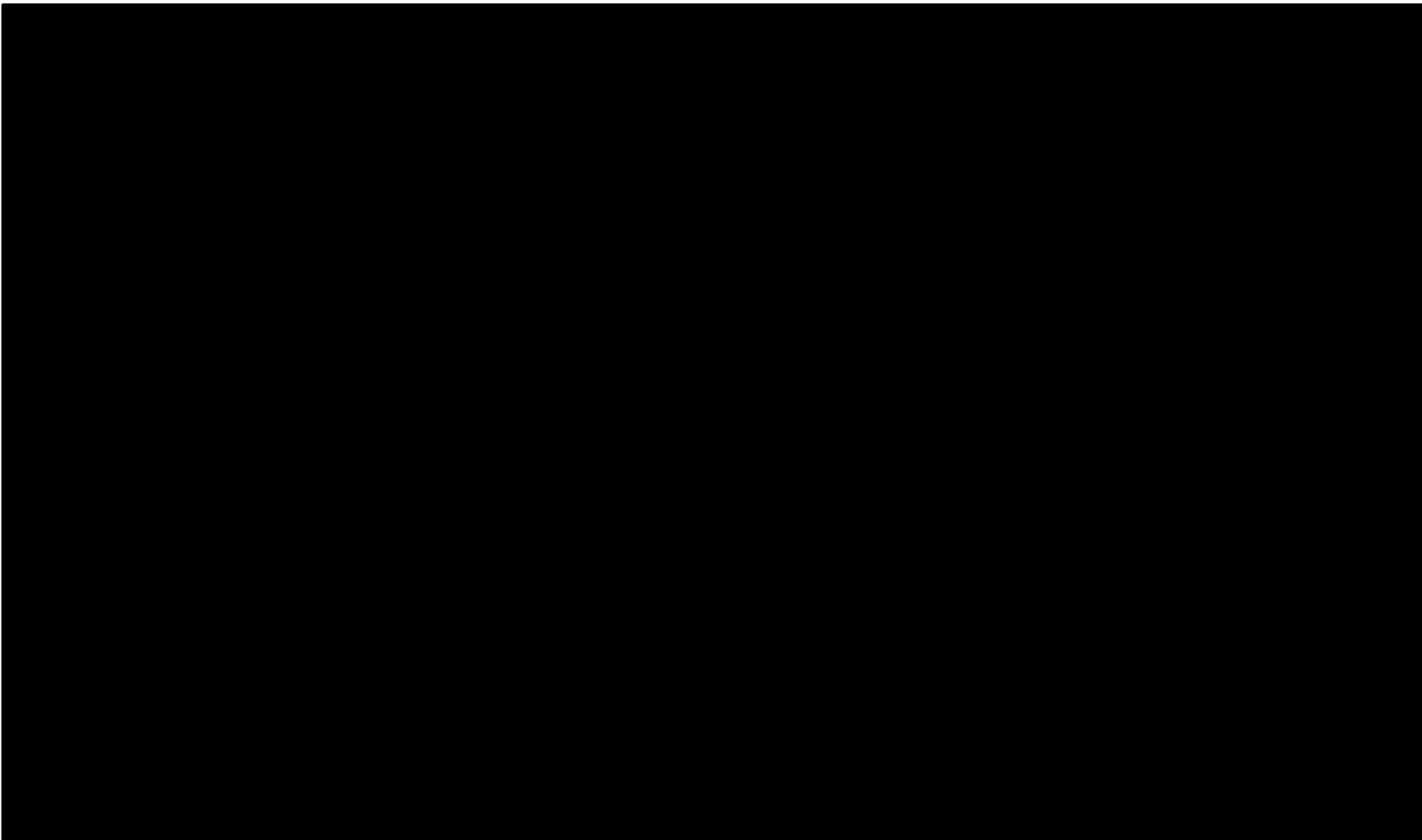


EXHIBIT “B”

CUSTOMER #: [REDACTED]

INVOICE



6195 Auto Center Drive
Buena Park, CA 90621
Phone: (714) 868-4044
www.premierchevybp.com

PAGE 2

MINERAL WELLS, TX
HOME [REDACTED]
BUS: [REDACTED]

CONT: [REDACTED]
CELL: [REDACTED]

SERVICE ADVISOR: 670 NADIA LEON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	21	CHEVROLET SILVERADO	[REDACTED]		31117/32038	T06778
DEL. DATE	PRGD. DATE	WARR. EXP.	PROMISED	RATE	PAYMENT	INV. DATE
20DEC22	IS		18:00 01FEB23	195.00	CASH	29MAR23
R.O. OPENED	READY	OPTIONS:				
		DLR:278860				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
1	15035747	(S)	SEAL				(N/C)
1	15077362	(S)	SEAL				(N/C)
8	19432334	OW-20	OIL				(N/C)
1	12731742	(S)	FILTER				(N/C)
2	12682391	(S)	GASKET				(N/C)
1	84646132	(S)	BLOCK				(N/C)
2	12346290		COOLANT				(N/C)
2	11549180	(S)	BOLT				(N/C)
1	12690558		CORE RETURN				(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

32038 VERIFIED CUSTOMER CONCERN. VEHICLE WOULD NOT START. AFTER REPLACING FAULTY BATTERY RE EVALUATE CONCERN. NO CRANK FROM STARTER. FOUND STARTER FUSE OPEN AT FUSE BLOCK. FOUND BULLETIN PIP5900. Diagnostic Tips for Seized Engine RELATING TO VEHICLE SYMPTOMS. ATTEMPT TO MANUALLY ROTATE CRANKSHAFT. FOUND EXCESSIVE FORCE NEEDED TO TURN. REMOVE ENGINE OIL FILTER INSPECT FOR DEBRIS. FOUND METAL DEBRIS PRESENT IN FILTER. REMOVE OIL PAN TO INSPECT CRANKSHAFT AND ROD BEARINGS. FOUND MAIN BEARING SPUN CAUSING DAMAGE TO ENGINE BLOCK. ENGINE BLOCK NOT SERVICEABLE. NEC TO REPLACE ENGINE. 4067490 17.40 REMOVE AND REPLACE ENGINE. INSTALL NEW GASKETS AND SEALS WHERE NEC. TRANSFER NEC COMPONENTS FROM OLD ENGINE TO NEW ENGINE. INSTALL NEW STARTER AND BATTERY FUSE BLOCK. SEIZED ENGINE CAUSED DAMAGE TO BOTH. AFTER ALL REPAIRS. TOP OFF COOLING SYSTEM AND ENGINE OIL. OPERATE VEHICLE. INSPECT FOR LEAKS OR ABNORMAL NOISES. NONE PRESENT. ROAD TEST VEHICLE ALL OK.

OLD ENGINE# T2211231CUBX1274
NEW ENGINE# T3221189192X0350

CUSTOMER STATES VEHICLE SMELLS LIKE BURNT PLEASE ADVISE
CAUSE: VERIFIED CUSTOMER CONCERN. VEHICLE HAD NO POWER. HAD TO BE JUMPED TO KEY ON. LOAD TEST BATTERY. BATTERY FAILED LOAD TEST
4041510 BATTERY REPLACEMENT

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:	*HAZARDOUS WASTE DISPOSAL COSTS: We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.	DESCRIPTION	TOTALS
				<input type="checkbox"/> Tire Pressure Approved <input type="checkbox"/> Tire Test <input type="checkbox"/> Tire Pressure (See Attached) <input type="checkbox"/> Tire Pressure Approved <input type="checkbox"/> Tire Test (See Attached)		LABOR AMOUNT	
Revised Estimate						PARTS AMOUNT	
<input type="checkbox"/> Tire pressure check/inflation service was performed. RF _____ psi LF _____ psi RR _____ psi LR _____ psi <input type="checkbox"/> Customer declined tire pressure check/inflation service. Initials _____						GAS, OIL, LUBE	
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you.						SUBLET AMOUNT	
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE				WASTE DISPOSAL COSTS *	
				ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED. <input type="checkbox"/> Some Parts Not Returnable		TOTAL CHARGES	
						LESS INSURANCE	
						SALES TAX	
						PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #:

INVOICE



6195 Auto Center Drive
Buena Park, CA 90621
Phone: (714) 868-4044
www.premierchevybp.com

MINERAL WELLS, TX
HOME
BUS:

PAGE 3

SERVICE ADVISOR: 670 NADIA LEON

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, DEL. DATE, PROD. DATE, WARR. EXP, PROMISED, P.O. NO., RATE, PAYMENT, INV. DATE. Includes data for 2012 Chevrolet Silverado and invoice details.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes line item for labor and parts.

32038 VERIFIED CUSTOMER CONCERN. VEHICLE HAD NO POWER, HAD TO BE JUMPED TO KEY ON. LOAD TEST BATTERY, BATTERY FAILED LOAD TEST 404.510

REPLACE BATTERY
9FER4-00U50-0L002

F CHECK AND ADJUST ALL TIRE PRESSURES TO MANUFACTURERS SPECIFICATIONS IN ACCORDANCE WITH CALIFORNIA STATE LAW REQUIREMENTS. TP CHECK AND ADJUST ALL TIRE PRESSURES TO MANUFACTURERS SPECIFICATIONS IN ACCORDANCE WITH CALIFORNIA STATE LAW REQUIREMENTS.

Table with columns: PARTS, LABOR, OTHER, TOTAL LINE F. Includes values for 594 ISP.

G COMPLIMENTARY MULTI POINT INSPECTION
MPI COMPLIMENTARY MULTI POINT INSPECTION

Table with columns: PARTS, LABOR, OTHER, TOTAL LINE G. Includes values for 594 ISP.

#6778 CREATED 2023-01-31
05:06:39PM TAKEN BY NA DIA
LEON

Form with sections: Original Estimate, Revised Estimate, Hazardous Waste Disposal Costs, Description, Totals, and signature lines for customer and dealership representative.

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #:



INVOICE

8185 Auto Center Drive
Buena Park, CA 90621
Phone: (714) 868-4044
www.premierchevybp.com

DUPLICATE 1
PAGE 2

MINERAL WELLS, TX
HOME:
BUS:

CONT:
CELL:

SERVICE ADVISOR: 670 NADIA LEON

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: 21 CHEVROLET SILVERADO, 32102/32147, T06642. Below: DEL. DATE, PROD. DATE, WARR. EXP, PROMISED, PD. NO., RATE, PAYMENT, INV. DATE. Row 2: 20DEC22 IS, 18:00 03APR23, 195.00, CASH, 24MAY23. Below: R.O. OPENED, READY, OPTIONS: DLR:278860.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Rows include: S503 1 84646132 (S) BLOCK (N/C); S504 1 12669858 (S) BELT (N/C); 1 12682391 (S) GASKET (N/C); SIMPSON BUICK GMC 1 12682391 (S) GASKET (N/C); 1 Z5000 12682391 (N/C); 1 12669866 (S) BRACKET (N/C); -1 12690558 CORE RETURN (N/C); 4 19352619 FLUID (N/C); 1 86816628 (S) GASKET (N/C); 1 23135703 (S) SEAL (N/C). Subtotal: 0.01 0.01. SUBL WARRANTY RENTAL PO#46599 CP 0.01 0.01. SUBL WARRANTY RENTAL PO#47105 (N/C). SUBL WARRANTY RENTAL PO#46310 CP 0.01 0.01. PARTS: 0.00 LABOR: 0.00 OTHER: 0.02 TOTAL LINE C: 0.02

32118 VERIFIED CUSTOMER CONCERN. CHECK VEHICLE DTCS FOUND P0302. VEHICLE WOULD NOT START, FUSE TO STARTER OPEN, ATTEMPT TO MANUALLY ROTATE CRANKSHAFT, FOUND ENGINE SEIZED, CONTACT TAG CASE # 9-9724051151 AS ENGINE WAS RECENTLY REPLACED, FSE SENT OUT TO INSPECT VEHICLE, PER TAG DRAIN ENGINE OIL TO INSPECT FOR METAL/ BEARING DEBRIS, NO DEBRIS PRESENT IN ENGINE OIL, NEC TO REMOVE ENGINE FROM VEHICLE TO DIS ASSEMBLE AND FIND CAUSE OF FAILURE, NEC TO REMOVE TRANSMISSION AS CRANKSHAFT WOULD NOT ROTATE, UNABLE TO REMOVE TORQUE CONVERTER BOLTS, TRANSMISSION REMOVAL NOT PART OF ENGINE REPLACEMENT PROCEDURE, ONCE ENGINE REMOVED FROM VEHICLE, DIS ASSEMBLE, UPON REMOVAL OF OIL PAN FOUND CONNECTING ROD BEARING FOR CYLINDER BLACK / OVERHEATED, REMOVE CAP AND FREE PISTON FROM CRANK, CRANKSHAFT ROTATES NORMALLY, FOUND BEARING FOR PISTON #2 SPUN, BEARING SPUN AND LOCKED UP PISTON #2, PER FSE NEC TO REPLACE ENGINE, ALL OIL LINES AND COOLER, ALONG WITH STARTER

Form with sections: Original Estimate (Parts & Labor), Revised Estimate, Hazardous Waste Disposal, Description, Totals. Includes checkboxes for tire pressure check, customer declining service, and parts returnability. Signature lines for customer and dealership representative.

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #:



INVOICE

6195 Auto Center Drive
Buena Park, CA 90621
Phone: (714) 888-4044
www.premierchevybp.com

DUPLICATE 1
PAGE 3

MINERAL RIGHTS

HOME

BUS:

CONT:

CELL:

SERVICE ADVISOR: 670 NADIA LEON

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: 21, CHEVROLET SILVERADO, 32102/32147, T06642. Below: DEL DATE, PROD DATE, WARR EXP, PROMISED, PO NO, RATE, PAYMENT, INV DATE. Row 2: 20DEC22 IS, 18:00 03APR23, 195.00, CASH, 24MAY23.

Table with columns: H.O. OPENED, READY, OPTIONS, DLR: 278860. Row 1: 14:44 03APR23, 12:52 24MAY23.

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
AND BATTERY FUSE BLOCK 4067490 27.80
INSTALL NEW ENGINE TO VEHICLE. TRANSFER ALL NEC COMPONENTS. INSTALL NEW OIL COOLER LINES AND OIL COOLER. INSTALL NEW STARTER AND POSITIVE FUSE BLOCK. REINSTALL TRANSMISSION TO VEHICLE AND TOP OFF FLUID. AFTER ALL REPAIRS, PRE LUBE ENGINE. OPERATE VEHICLE INSPECT FOR DTCS OR LEAKS. NONE PRESENT. ROAD TEST VEHICLE 16 MILES TO VERIFY REPAIR, ALL OK.
NEW ENGINE#T2230809L92X1255
OLD ENGINE#T3221389L92X03E0

D UNABLE TO RUN SCAN VEHICLE WOULD NOT MOVE OR DRIVE VEHICLE TOW IN
MISC MISCELLANEOUS
594 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

E CUSTOMER STATES ABS MESSAGE ON PLEASE ADVISE
MISC MISCELLANEOUS
594 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00
32118 SEE LINE C

F CUSTOMER STATES MULTIPLE LIGHT ON DASH ON PLEASE ADVISE
MISC MISCELLANEOUS
594 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00
32118 SEE LINE C

G CUSTOMER STATES VEHICLE SERVICE TRAILER BRAKE SYSTEM MESSAGE ON PLEASE ADVISE
MISC MISCELLANEOUS
594 ISP (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00
32118 SEE LINE C

Form with sections: Original Estimate, Revised Estimate, and a table with columns: DESCRIPTION, TOTALS. Includes checkboxes for tire pressure check, customer declined service, and hazardous waste disposal. Signature lines for customer and dealership representative.

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #:



INVOICE

6195 Auto Center Drive
Buena Park, CA 90821
Phone: (714) 868-4044
www.premierchevybp.com

DUPLICATE 1
PAGE 4

MINERAL WELLS, TX
HOME
BUS:

CELL:

SERVICE ADVISOR: 670 NADIA LEON

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: 21, CHEVROLET SILVERADO, 18:00 03APR23, 195.00, CASH, 24MAY23.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL.

H CUSTOMER STATES SERVICE MSG MESSAGE ON PLEASE ADVISE
MISC MISCELLANEOUS
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00
#6398 CREATED 2023-04-03 03:27:05PM TAKEN BY NA DIA LEON

Form with sections: Original Estimate, Total Additional Cost Authorized, Approved By, Date & Time, Authorization Obtained By, HAZARDOUS WASTE DISPOSAL COSTS, DESCRIPTION, TOTALS.

NOTICE TO CONSUMER, PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER #: 9484

418730



6195 Auto Center Drive
Buena Park, CA 90821
Phone: (714) 866-4044
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INVOICE

PAGE 2

MINERAL WELLS, TX
HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 670 NADIA LEON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	21	CHEVROLET SILVERADO	[REDACTED]		31091/31117	T6502	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
20DEC22	IS		18:00	21DEC22	195.00	CASH	31DEC22
R.O. OPENED	READY	OPTIONS: DLR:278860					
16:20	21DEC22	16:19	31DEC22				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	CLAIM TYPE:	ZREG					
	AUTH CODE:						

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

31117 AFTER REPAIRING BROKEN WATER PUMP, OPERATE VEHICLE TO VERIFY REPAIR. DURING ROAD TEST FOUND KNOCKING NOISE FROM ENGINE. CHECK DTCS FOUND P0300. CHECK MISFIRE DATA, FOUND CYL 8 HAD HIGHEST MISFIRE COUNTS. BULLETIN SEARCH BROUGHT UP 19-NA-218 RELATING TO VEHICLE SYMPTOMS. REMOVE BANK 2 PUSHRODS. FOUND #8 INTAKE PUSHROD BENT. REMOVE BANK 2 LIFTERS. FOUND #8 INTAKE LIFTER COLLAPSED CAUSING THE KNOCKING/TICKING NOISE. PER BULLETIN NEC TO REPLACE ALL BANK 2 LIFTERS 4062390 8.70 REPLACE BANK 2 LIFTERS. INSTALL NEW GASKETS/ SEALS WHERE NEC. AFTER REPAIRS TOP OFF COOLING SYSTEM AND REPLACE ENGINE OIL, OPERATE VEHICLE. NO ABNORMAL NOISES PRESENT ALL OK

D CUSTOMER STATES SOMETHING LOOKS BROKEN UNDER THE HOOD PLEASE ADVISE CAUSE: INSPECT VEHICLE, VERIFIED CUSTOMER CONCERN. DURING VISUAL INSPECTION FOUND ENGINE WATER PUMP PULLEY BROKEN. DRIVE BELT DAMAGED. IDLER PULLEY

- 4032750 WATER PUMP REPLACEMENT
- 594 W
- 1 12708893 (S) PUMP
- 2 12346290 COOLANT
- 1 12669858 (S) BELT
- 1 12720530 (S) PULLEY

(N/C)
(N/C)
(N/C)
(N/C)
(N/C)

FC: 4021
PART#: 12708893
COUNT: 1
CLAIM TYPE: ZREG
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
31091 INSPECT VEHICLE, VERIFIED CUSTOMER CONCERN, DURING VISUAL

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:	HAZARDOUS WASTE DISPOSAL COSTS: We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.	DESCRIPTION	TOTALS
\$	\$				<input type="checkbox"/> ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED. <input type="checkbox"/> Some Parts Not Returnable	LABOR AMOUNT	
						PARTS AMOUNT	
						GAS, OIL, LUBE	
						SUBLET AMOUNT	
						WASTE DISPOSAL COSTS*	
<input type="checkbox"/> Tire pressure check/inflation service was performed. RF _____ psi LF _____ psi RR _____ psi LR _____ psi <input type="checkbox"/> Customer declined the tire pressure check/inflation service. _____ millibars						TOTAL CHARGES	
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.						LESS INSURANCE	
DATE	CUSTOMER SIGNATURE			AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE		SALES TAX	
						PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

CUSTOMER # [REDACTED]

INVOICE



8195 Auto Center Drive
Buena Park, CA 90621
Phone: (714) 868-4044
www.premierchevybp.com

MINERAL WELLS, TX
HOME [REDACTED]
BUS: [REDACTED]

PAGE 3

SERVICE ADVISOR: 670 NADIA LEON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	21	CHEVROLET SILVERADO	[REDACTED]		31091/31117	T6502	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	POND.	RATE	PAYMENT	INV. DATE
20DEC22 IS			18:00 21DEC22		195.00	CASH	31DEC22
R.O. OPENED	READY	OPTIONS: DLR:278860					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

INPSECTION FOUND ENGINE WATER PUMP PULLEY BROKEN. DRIVE BELT DAMAGED. IDLER PULLEY DAMAGED. NEC TO REPLACE WATER PUMP, DRIVE BELT, AND IDLER PULLEY 4032750 2.20 REMOVE AND REPLACE ENGINE WATER PUMP. INSTALL NEW GASKETS, BELT, AND IDLER PULLEY. TOP OFF COOLING SYSTEM AFTER REPAIR.

#6502 CREATED 2022-12-20
11:28:11AM TAKEN BY NA DIA
LEON

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Checked By:	HAZARDOUS WASTE DISPOSAL	DESCRIPTION	TOTALS
\$	\$			<input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> In Person Approval <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> Email	COSTS: We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.	LABOR AMOUNT	0.00
Revised Estimate	\$				ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	PARTS AMOUNT	0.00
					<input type="checkbox"/> Some Parts Not Returnable	GAS, OIL, LUBE	0.00
<input type="checkbox"/> Tire pressure check/inflation service was performed. RF _____ psi LF _____ psi RR _____ psi LR _____ psi <input type="checkbox"/> Customer declined tire pressure check/inflation service. Initials _____						SUBLET AMOUNT	0.00
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.						WASTE DISPOSAL COSTS*	0.00
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE				TOTAL CHARGES	0.00
						LESS INSURANCE	0.00
						SALES TAX	0.00
						PLEASE PAY THIS AMOUNT	0.00

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.