

From: [REDACTED]
Sent: Monday, December 29, 2025 10:35 AM
To: caseupdate@gm.com
Cc: Mary Barra <mary.barra@gm.com>; Mark Reuss <mark.reuss@gm.com>; care@enterprise.com;
[REDACTED]
Subject: Re: Case # [REDACTED] – DEMAND FOR IMMEDIATE REPURCHASE UNDER FLORIDA LEMON LAW – REFUSAL TO WAIT FOR PROLONGED REPAIR/ENGINE REPLACEMENT – RECURRING SAFETY DEFECT POST RECALL N252494000

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Dear GM Customer Care, Legal Department, and Escalated Parties (incl. Ms. Barra and Mr. Reuss):

This supplements my prior notices and repurchase demand.

Today, the dealer confirmed diagnosis: A full engine replacement is required due to the recurring defect under Recall N252494000 (following the failed December 11, 2025, repair attempt).

We decline this prolonged repair (known to involve weeks/months of downtime due to parts/labor backlogs) and demand immediate repurchase/lease termination under Florida Statute Chapter 681.

The vehicle qualifies as a lemon: Substantial recurring safety nonconformity (engine failure/loss of propulsion risk) after unreasonable repair attempts.

Provide a full written settlement offer by January 2, 2026, including:

- Refund of all payments/deposits/fees made;
- Cancellation of remaining lease obligations;
- Reimbursement of all incidentals/consequential damages (non-comparable rentals, out-of-pocket costs);
- Compensation for inconvenience/loss of use; - Minimal mileage offset (~26,000 miles).

Absent satisfactory resolution, we will file for state arbitration immediately.

Please confirm receipt and escalate urgently to Repurchase Resolution team.

Sincerely,

[REDACTED]

On Mon, Dec 29, 2025 at 9:04 AM [REDACTED] wrote:
Dear GM Customer Care, Legal Department, and Escalated Parties (incl. Ms. Barra and Mr. Reuss):
This supplements my prior Final Opportunity to Repair notice (Dec 27, 2025) and demands (Dec 29, 2025).

The recurring safety nonconformity (loss of propulsion/engine failure risk under Recall N252494000) persists following the December 11, 2025, "completed" repair. We will NOT accept further prolonged out-of-service time awaiting diagnosis, parts, or potential engine replacement, which industry reports indicate may take weeks to months due to backlogs.

Pursuant to Florida Statute Chapter 681, this vehicle qualifies for repurchase as a lemon: A substantial safety defect has undergone unreasonable repair attempts (including the failed recall remedy), rendering it unsafe and causing ongoing loss of use.

Demand immediate repurchase/lease termination, including:

- Full refund of all payments made to date (capitalized cost reduction, monthly payments, fees);
- Reimbursement of all incidental/consequential damages (non-comparable rentals, out-of-pocket costs, towing if any);
- Cancellation of remaining lease obligations;
- Low mileage offset only (current ~26,000 miles).

Provide a written settlement offer by January 3, 2026. Absent a satisfactory resolution, we will file for state-administered arbitration immediately thereafter.

Please confirm receipt and escalate to GM Repurchase/Lemon Law Resolution team.

Sincerely,

[REDACTED]

On Mon, Dec 29, 2025 at 8:54 AM [REDACTED] wrote:
Dear GM Customer Care, Legal Department, and Escalated Parties:

This follows my December 27, 2025, Final Opportunity to Repair notice under Florida Statute §681.104(1)(a). The vehicle remains out of service due to recurrence of the safety nonconformity subject to Recall N252494000 (or applicable recall repaired December 11, 2025). Pursuant to law, GM must contact me within 10 days of receipt (by January 6, 2026) to schedule the final repair attempt at a reasonably accessible facility. Additionally, the provided rental remains non-comparable. Demand immediate authorization for a full-size luxury SUV equivalent (e.g., current-model Escalade/Yukon XL) or reimbursement for equivalent upgrade, plus all incidental costs to date. Failure to timely respond or repair will necessitate immediate filing for state arbitration. Please confirm receipt and next steps in writing by January 2, 2026.

Sincerely,
[REDACTED]

On Sat, Dec 27, 2025 at 2:41 PM [REDACTED] wrote:
Dear GM Customer Care,

Thank you for the courtesy transportation materials. To be clear, this matter is not a courtesy transportation dispute.

The vehicle is currently out of service due to a recurring safety-related defect that was previously subject to a completed recall repair on December 11, 2025. The same safety condition has now reoccurred, rendering the vehicle unsafe to operate.

This constitutes a repeat safety nonconformity following a declared completed repair, not a transportation policy issue.

Accordingly, this correspondence should be treated as formal notice of a recurring safety nonconformity and a Final Opportunity to Repair under the Florida Motor Vehicle Warranty Enforcement Act.

Please escalate this matter to GM Legal and a Field Engineer/District Service Manager and advise in writing of next steps.

Please add this clarification to Case # [REDACTED]

Sincerely,

[REDACTED]

On Sat, Dec 27, 2025 at 12:25 PM GM_Customer_Assistance <caseupdate@gm.com> wrote:

Good afternoon,

Please see the attached document, which outlines the Courtesy Transportation Program offered by GM, as detailed in your Owner's Manual.

Thanks

Fonda on Behalf of Andrea

----- Original Message -----

From: [REDACTED]

Sent: 12/27/2025, 10:11 AM

To: caseupdate@gm.com

Subject: [EXTERNAL] Re: Cadillac Care Center | Case Number Confirmation | [REDACTED]

ATTENTION: This email originated from outside of GM.

Dear GM Customer Care,

I am writing to formally document that, while a rental vehicle has now been provided through Enterprise at the dealership's direction, the vehicle supplied is not comparable to our 2024 Cadillac Escalade.

The rental provided does not meet the standard of comparable transportation in terms of class, size, luxury level, or functionality. It was accepted under protest and solely to mitigate inconvenience, not as a waiver of any rights or acknowledgment that GM's obligation has been satisfied.

As of today, we continue to experience loss of use of a comparable vehicle due to:

* A manufacturer-related defect rendering our vehicle inoperable, and

* GM's and the dealership's inability to provide equivalent alternate transportation during

the repair period.

This email serves as written notice that acceptance of a non-comparable rental does not cure the loss-of-use issue and does not resolve GM's obligations under warranty or applicable Florida consumer protection and lemon law statutes.

We respectfully request prompt written confirmation of how GM intends to remedy the lack of comparable transportation during the remainder of the repair period, including upgrade authorization or appropriate compensation.

Please ensure this correspondence is added to case number [REDACTED]

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

On Fri, Dec 26, 2025 at 4:53?PM GM_Customer_Assistance
<caseupdate@gm.com<mailto:caseupdate@gm.com>> wrote:
Hello,

We appreciate the time you have taken to reach out to the Cadillac Care Center regarding your concerns.

For your reference, your case number from our conversation today is [REDACTED]

I can be reached at the number listed below, or by replying to this email directly.

Thank you.

Andrea | Cadillac Care Center | (800) 333-4223

Case Number #: [REDACTED]

[REDACTED]

