

INFORMATION REDACTED
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INFORMATION ACT (FOIA), 5 U.S.C.
552(B)(6)

Hi,

Please see below further to my last 2 emails.

All the best,

Rory.

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From: [REDACTED]

Date: Tuesday, December 30, 2025 at 6:53 PM

To: caseupdate@gm.com <caseupdate@gm.com>

Cc: Mary Barra <mary.barra@gm.com>, Mark Reuss <mark.reuss@gm.com>, care@enterprise.com <care@enterprise.com>, [REDACTED] >, John Roth <john.roth@gm.com>, Kristian Aquilina <kristian.aquilina@gm.com>, Rory Harvey (He/him/his) <rory.harvey@gm.com>, Duncan Aldred <duncan.albred@gm.com>

Subject: [EXTERNAL] Case # [REDACTED] – Attached Evidence of Inadequate Rental, Breakdown, and Safety Alerts; Continued Demand for Immediate Action

You don't often get email from [REDACTED] [Learn why this is important](#)

ATTENTION: This email originated from outside of GM.

Dear Cadillac Executive Office,

No response has been received to our prior demands, including home delivery of the comparable Suburban loaner and a written repurchase proposal.

Attached please find supporting documentation:

- Photos of the current unusable rental vehicle (wholly inadequate for family use compared to the Escalade)
- The current rental vehicle is wholly unusable for our family, lacking the size, seating capacity, safety features, and utility of the Escalade, rendering it unsafe and impractical for daily use and further compounding the substantial loss of use and hardship caused by this unresolved safety defect.
- Tow truck receipt from the original breakdown
- Sheriff's report documenting the incident
- Screenshots of recurring dashboard safety alerts

These materials further evidence the substantial safety nonconformity, prolonged loss of use, and incidental/consequential damages (including ruined family vacation and non-refundable Disney expenses) caused by the failed recall repair and inadequate courtesy transportation.

We renew our demand for:

1. Immediate home delivery of a comparable full-size luxury SUV loaner at GM's expense
2. A full written repurchase/lease termination proposal by close of business today.

Absent compliance, we will file for state arbitration immediately.

Please confirm receipt and urgent action.

Sincerely,

[REDACTED]

On Tue, Dec 30, 2025 at 11:54 AM [REDACTED] wrote:
Dear Cadillac Executive Office,

We refer to our December 30, 2025 correspondence (sent prior to 2:00 PM), in which we demanded (1) immediate authorization of home delivery of the comparable Chevrolet Suburban loaner vehicle at General Motors' expense, and (2) a written (preliminary or full) repurchase proposal by close of business today, December 30, 2025.

No response has been received to date.

This ongoing refusal to remedy the recurring substantial safety nonconformity under Safety Recall N252494000—despite a failed repair attempt on December 11, 2025, and a current diagnosis requiring full engine replacement—together with the continued denial of reasonable courtesy transportation accommodations, constitutes a clear breach of General Motors' express warranty obligations and a violation of the Florida Motor Vehicle Warranty Enforcement Act (Chapter 681, Fla. Stat.).

The vehicle manifestly satisfies the statutory presumption of a nonconforming vehicle pursuant to § 681.104, Fla. Stat., by reason of multiple unsuccessful repair attempts for a defect substantially impairing its use, value, and safety, coupled with excessive out-of-service time.

Moreover, General Motors' failure to mitigate the consumer's loss of use has directly caused substantial incidental and consequential damages recoverable under § 681.112, Fla. Stat., including but not limited to financial losses from non-refundable Disney vacation expenses, disruption of family holiday plans, and additional time and inconvenience.

Formal and final notice is hereby given that, absent receipt of (1) immediate written confirmation of home delivery authorization for the comparable loaner vehicle and (2) a satisfactory written repurchase settlement proposal (preliminary or full, encompassing full refund of payments made, cancellation of remaining lease obligations, reimbursement of all incidental and consequential damages, and compensation for loss of use and inconvenience) by close of business today, December 30, 2025, we will file a Request for Arbitration with the Florida New Motor Vehicle Arbitration Board pursuant to § 681.1095, Fla. Stat., effective January 2, 2026.

General Motors is well aware that the state-administered arbitration program is cost-free to the

consumer, operates on an expedited timeline (typically resolved within 40-60 days), and produces a decision that is binding upon the manufacturer but not upon the consumer (§ 681.1095(11), Fla. Stat.). Successful consumers are further entitled to recovery of reasonable attorney's fees and costs (§ 681.112, Fla. Stat.).

While we strongly prefer a prompt amicable resolution, we are fully prepared to pursue all available statutory remedies without further delay.

Please confirm receipt and provide an immediate substantive response.

Sincerely,

[REDACTED]

cc: GM Customer Assistance (caseupdate@gm.com)
Mary Barra, Chief Executive Officer
Mark Reuss, President

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]