

For awareness, this customer is very communicative and follows up with SLT on each interaction, however please rest assured that this is being handled appropriately by both the Cad EXEC Advisor (Thomas) and the DMPS ([REDACTED]), as well as the repurchase team.

Stephanie Curry (she/her/hers)
Manager, Dealer and Customer Experience
Cadillac Academy, Dealer Events & Recognition, Customer Experience

313.573.6111 Mobile
stephanie.curry@cadillac.com

Cadillac
GM Global Technical Center – Cadillac Tower
30400 Van Dyke Avenue, Floor 9
Warren, MI 48093

From: John Roth <john.roth@gm.com>
Sent: Monday, January 05, 2026 3:47 PM
To: Stephanie Curry <stephanie.curry@cadillac.com>; Chelsea Formberg <chelsea.formberg@gm.com>; Christina McFadden <christina.1.mcfadden@gm.com>; Raymond Schmit <ray.schmit@cadillac.com>; Lauren Smith <lauren.smith@gm.com>; Thomas Kinney <thomas.kinney@cadillac.com>; Kristian Aquilina <kristian.aquilina@gm.com>; Neelie O'Connor <neelie.oconnor@gm.com>; David Marsh <david.g.marsh@gm.com>; Executive Workflow <us.executive.referral@gm.com>
Subject: Fw: [EXTERNAL] Case # [REDACTED] – Confirmation of Repurchase Approval and Request for Written Proposal

This is the fourth message today from this same customer.

JR

From: [REDACTED]
Sent: Tuesday, January 6, 2026 4:03:40 AM
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] – Confirmation of Repurchase Approval and Request for Written Proposal

ATTENTION: This email originated from outside of GM.

Dear Cadillac Executive Office (Attn: Thomas),

Thank you for the call today confirming repurchase approval.

Please send written confirmation of the approval and direct me to the specific dealership contact for the formal proposal.

We look forward to the full written offer, including refund of all payments, cancellation of remaining obligations, reimbursement of incidentals, and compensation for consequential damages/loss of use (ruined family vacation, unusable rental, prolonged downtime).

Please provide this as soon as possible.

Sincerely,

[REDACTED]

cc: GM Customer Assistance (caseupdate@gm.com)

Mary Barra, Chief Executive Officer (mary.barra@gm.com)

Mark Reuss, President (mark.reuss@gm.com)

John Roth, Vice President Global Cadillac (john.roth@gm.com)

Rory Harvey, Executive Vice President Global Markets (rory.harvey@gm.com)

David Marsh, Global Vice President Customer Care and Aftersales (david.marsh@gm.com)

On Mon, Jan 5, 2026 at 10:50 AM [REDACTED] > wrote:
Dear Cadillac Executive Office (Attn: Thomas and Executive Team),

We are supplementing our prior demand and arbitration filing notice with additional facts.

The ruined vacation involved a 10-person extended family gathering (our family of 4, sister's family of 4, and my father/step-mother), resulting in substantially higher non-refundable expenses and family hardship.

The dealership's confirmation of engine ETA January 7–10 further extends unacceptable downtime.

Updated demand for compensation for consequential damages, loss of use, and inconvenience: \$125,000.

All other terms remain as previously stated.

Please provide a written proposal reflecting these updated damages by close of business

January 9, 2026.

Sincerely,

A large black rectangular redaction box covering the signature area.

On Mon, Jan 5, 2026 at 10:35 AM [REDACTED] > wrote:
Dear Cadillac Executive Office (Attn: Thomas and Executive Team),

Despite repeated demands and the Executive Office's assurances, no comparable loaner has been delivered and no written repurchase proposal has been provided.

The dealership's latest update confirms an engine ETA of January 7–10, 2026 – further prolonging unacceptable downtime on this recurring safety defect (Recall N252494000) after the failed December 11 repair.

In an effort to allow one final opportunity for resolution, we delayed filing for state arbitration following our previous notices. However, further delay is no longer tolerable.

We are filing a Request for Arbitration with the Florida New Motor Vehicle Arbitration Board under § 681.1095, Fla. Stat., TODAY.

We remain open to an IMMEDIATE private settlement on the following enhanced terms:

1. Full repurchase/lease termination with:
 - Refund of all payments made to date (including capitalized cost reduction, monthly payments, taxes, and fees)
 - Cancellation of all remaining lease obligations
 - Minimal or no mileage offset (~26,000 miles)
2. Reimbursement of all incidental damages (towing, inadequate rentals, out-of-pocket costs)
3. Compensation for consequential damages and loss of use/inconvenience in the amount of \$75,000 (reflecting the severity of the safety defect, prolonged downtime with confirmed engine delay to January 7–10, daily hardship with unusable rental, and substantial financial/emotional losses from ruined family vacation and non-refundable Disney expenses)
4. Immediate home delivery of a comparable full-size luxury SUV loaner pending resolution

Sincerely,

[REDACTED]

cc: GM Customer Assistance (caseupdate@gm.com)
Mary Barra, Chief Executive Officer (mary.barra@gm.com)
Mark Reuss, President (mark.reuss@gm.com)
John Roth, Vice President Global Cadillac (john.roth@gm.com)
Rory Harvey, Executive Vice President Global Markets (rory.harvey@gm.com)
David Marsh, Global Vice President Customer Care and Aftersales (

On Tue, Dec 30, 2025 at 1:55 PM [REDACTED] > wrote:
Dear Cadillac Executive Office (Attn: Thomas),

Thank you for the call today.

As discussed, the dealership has refused home delivery of the offered Chevrolet Suburban loaner, leaving us with a wholly unusable small rental that cannot accommodate our family. This has caused significant additional hardship, including financial losses from non-refundable Disney vacation expenses and complete disruption of family holiday plans.

We demand immediate authorization for home delivery of a comparable full-size luxury SUV loaner (Suburban or equivalent) and pickup of the current rental today or tomorrow at GM's expense.

We await your urgent update on a full written repurchase/lease termination proposal by close of business January 2, 2026.

Please confirm action on the loaner delivery immediately.

Thank you,

[REDACTED]

cc: GM Customer Assistance (caseupdate@gm.com)
Mary Barra, Chief Executive Officer
Mark Reuss, President
John Roth, Vice President Global Cadillac
Rory Harvey, Executive Vice President Global Markets

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

Case Number #: [REDACTED]

[REDACTED]

[REDACTED]