

07-1428-CD
K. Brock-Greendoner vs General Motors

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

KAREN E. BROCK-GREENDONER, CIVIL DIVISION

Plaintiff,

vs.

NO.: 07-1428-CD

GENERAL MOTORS CORPORATION,

Defendant.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Karen E. Brock-Greendorer

COUNSEL OF RECORD FOR THIS PARTY:

Robert M. Silverman, Esquire
Identification No. 55914

Jacqueline C. Herritt, Esquire
Identification No. 79554

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

WRIT WAIVED

FILED *m12:54pm* *SEP 04 2007* *Atty pd.*
NO cc *IM* *85.00*
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION**

KAREN E. BROCK-GREENDONER,

Plaintiff,

vs.

No.:

GENERAL MOTORS CORPORATION,

Defendant.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, ext. 51**

**Lawyer Referral Service:
Pennsylvania Lawyer Referral Service
(800) 692-7375**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

CIVIL DIVISION

KAREN E. BROCK-GREENDONER,

Plaintiff,

vs.

No.:

GENERAL MOTORS CORPORATION,

Defendant.

COMPLAINT

1. Plaintiff, Karen E. Brock-Greendorer, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 176 Grand View Ave, Curwensville, PA 16833.

2. Defendant, General Motors Corporation, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 30007 Van Dyke Avenue, Warren, Michigan 48090-9065, and can be served at c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103.

BACKGROUND

3. On or about February 07, 2004, Plaintiff purchased a used 2002 Pontiac Grand Prix, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1G2WK52J12F119039.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$18,343.52. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, 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.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: brakes have excessive run out and rusted condition; faulty speed sensor; ABS light on; track off light on; noise when starting vehicle; coolant leak; growling noise when driving and broken front coil spring. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

11. Plaintiff may or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

12. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

14. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

15. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

16. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

17. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

18. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

19. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

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

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he 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.

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

22. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

23. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

24. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

27. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT II
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

30. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

31. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

32. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

33. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

34. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S.

§201-2 et seq.

35. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

36. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

37. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of , together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

Robert M. Silverman, Esquire
Jacqueline C. Herritt, Esquire

Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh PA 15219

V E R I F I C A T I O N

I, Karen E. Brock-Greendorer, hereby verify that the statements made in the foregoing Complaint as filed in the Court of Common Pleas of Clearfield County, Pennsylvania are true and correct to the best of my knowledge, information and belief and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

Date: 8-27-07

Karen C. Brock-Greendorer
Karen E. Brock-Greendorer



RETAIL INSTALLMENT CONTRACT

payment
contract
PADealer Number 271853

02/07/2004

Buyer: KAREN E BROCK 176 GRANDVIEW AVE, CUMMINSVILLE PA 16833

(Print Full Name and Address of Principal Residence)

Co-Buyer:

(Print Full Name and Address of Principal Residence)

Creditor-Seller: BUTLER CHEVROLET PONTIAC RT 879 WEST, PO BOX 1455 CLEARFIELD PA 16830

(Print Full Name and Address)

WHO IS BOUND: You, the Buyer (and Co-Buyer if any), may buy the vehicle described below for cash or on credit. By signing below, you choose to buy the vehicle on credit under the terms on the front and back of this Contract and are individually liable for any amount due. In this Contract, "we", "us", and "our" mean the creditor named above and, after assignment, the creditor's assignee ("Assignee").**DESCRIPTION OF VEHICLE:** You agree to buy and we agree to sell the following vehicle:

New, Used, or Demo	Year	Make and Model	Body Type	Vehicle Identification Number	Key Number
USED	2002	PONTIAC GRAND PRIX	SDN WHITE	1G2WK52J12E119039	27219MI

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment sold:

The vehicle is being purchased primarily for personal, family or household, or business purposes.**NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.****AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACIÓN: LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.**

TRUTH IN LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
5.79 %	\$ 1391.58	\$ 11351.94	\$ 12743.52	\$ 18343.52

PAYMENT SCHEDULE: Your payment schedule will be 48 monthly payments of \$ 265.49 each, due on the same day of each month starting on 03/08/2004.**PREPAYMENT:** You have the right to pay off this Contract early. If you do so, you will not have to pay a penalty.**SECURITY:** You are giving us a security interest in the motor vehicle being purchased.**LATE FEE:** If all or any portion of a payment is late, you will be charged a default charge of two percent of the unpaid amount of the installment.**OTHER TERMS:** Please read this Contract, including the reverse side, for additional information on security interests, nonpayment, default, and our right to require repayment in full before the scheduled maturity date.**IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.****ITEMIZATION OF THE AMOUNT FINANCED**

1. Cash Price of Vehicle (including any accessories, installation, services, repairs, taxes and other permitted costs): \$ 14648.80 (1)

2. Downpayment:

A. Trade-In. Your Trade-In is a 1994 PONTIAC GRAND PRIX

Gross Allowance \$ 3100.00 less Amount Owing \$ N/A equals Net Trade-in \$ 3100.00

(If Amount Owing exceeds Gross Allowance, enter "0" as Net Trade-In and enter excess as Prior Credit or Lease Balance in Item 4D)

B. Cash Downpayment \$ 2500.00

C. Manufacturer's Rebate Applied to Downpayment \$ N/A

D. Total Downpayment (A plus B plus C) \$ 5600.00 (2)

3. Unpaid Balance of Cash Price (1 minus 2D) \$ 9048.80 (3)

4. Other Charges Including Amounts Paid to Others on Your Behalf:

A. Amounts Paid to Insurance Companies (Amounts paid to Insurance Companies as per Insurance disclosures below):

1. Optional Credit Life Insurance \$ N/A

2. Optional Credit Accident and Health Insurance \$ 504.64

B. Amounts Paid to Public Officials:

1. Government License and/or Registration Fees \$ 36.00

2. Certificate of Title Fees \$ 22.50

3. Lien Recording Fees \$ 5.00

4. UCC Filing Fees \$ N/A

5. Other (Specify) \$ N/A

6. Other (Specify) \$ N/A

C. Seller's Documentary Fee (not a governmental fee) \$ 55.00

D. Other Charges (Describe who will receive payment and purpose):

1. To \$ N/A For Prior Credit or Lease Balance

2. To GMPP For SERVICE CONTRACT \$ 1680.00

3. To \$ N/A

4. To \$ N/A

E. Total Other Charges and Amounts Paid to Others on Your Behalf (A plus B plus C plus D) \$ 2303.14 (4)

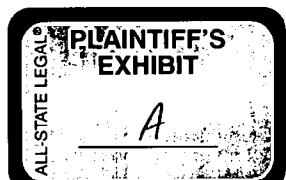
5. Amount Financed / Unpaid Balance (3 plus E) \$ 11351.94 (5)

6. Finance Charge \$ 1391.58 (6)

7. Time Balance \$ 12743.52 (7)

8. Payment Schedule: One payment of \$ 265.49 and 47 payments of \$ 265.49 each, beginning 03/08/2004 and due on the dates shown in the PAYMENT SCHEDULE above.

To the extent permitted by applicable law, we may be receiving a portion of these amounts.

PROMISE TO PAY: You promise to pay us the Amount Financed shown above, in accordance with the payment schedule shown in the Truth in Lending Disclosures Box shown above, plus a Finance Charge determined by applying each day a daily rate of 1/365th (1/366th in a leap year) of the Annual Percentage Rate shown above to the unpaid balance of the amount financed. You also agree to pay any late charges you incur.**PAYMENTS BEFORE OR AFTER DUE DATE:** This is a simple interest Contract. This means that the amount of the Finance Charge shown above may vary depending upon when your payments are received. The earlier you make payments before their due dates, the less Finance Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we choose, unless applicable law requires a particular method of payment allocation. We will send you a check for any amount owed you (if it is \$1.00 or more) after you make your last payment; we will advise you of any additional amount owed if it is \$1.00 or more). There is a possibility that a supplemental payment of interest might be due if earlier payments were received after their due date.**LOCATION OF VEHICLE:** The vehicle will be kept at the above address of the Buyer, unless another address is listed below:

DEAL # 5828
CUST # 13155

BUTLER CHEVROLET

Butler Automotive Inc.

PO Box 1455

Clearfield PA 16830

814-765-9656 Fax: 814-765-9767

Purchase
Agreement

PLEASE ENTER MY ORDER FOR THE FOLLOWING <input type="checkbox"/> NEW or <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMO <input checked="" type="checkbox"/> CAR <input type="checkbox"/> TRUCK PRIOR USE			NAME	DATE
YR.	MAKE	MODEL	KAREN E BROCK	02/07/04
2002 PONTIAC GRAND PRIX SUN WHITE			STREET	
COLOR	TRIM	MILEAGE	176 GRANDVIEW AVE.	CITY STATE ZIP
WHITE		28731	CURWENSVILLE PA 16833	
VIN			PHONE RES	PHONE BUS
STOCK NO.	SALESMAN	TO BE DELIVERED ON OR ABOUT	236-0685	
STK#5105A	JAMES P MACKIE	02/07/04	SOC. SEC.	AGE DATE OF BIRTH
DESCRIPTION OF TRADE IN			NO. 208-50-8834	46 09/16/57
YR.	MAKE	MODEL	PRICE OF VEHICLE	
1994 PONTIAC GRAND PRIX SUN			13900.00	
COLOR	TRIM	MILEAGE		
RED		106609		
VIN				
TITLE NO.	PLATE NO.	EXP. DATE		
5008118300	DBF5736	09/17/05		
OWNER	LOAN #			
KAREN E BROCK				
LIENHOLDER	PHONE			
ADDRESS	SPOKE WITH			
AMOUNT	GOOD TILL.	VERIFIED BY		
N/A				
COLLISION COVERAGE			EXTENDED WARRANTY TYPE GMPP	
NAME OF AGENT	PHONE	MONTHS 148 QUARTERLY	MILES 40000	1680.00
BOYLE'S INSURANCE INC.	814-765-8152			
ADDRESS	Cash Price of Vehicle & Accessories 15580.00			
11 NICHOLS ST. CLEARFIELD PA 16830	Sales Tax 748.80			
POLICY NUMBER	COLLISION DEDUCTIBLE	REGISTRATION	TITLE	TRANSFER
005-2406608-N	250	36.00	22-50	5.00
INSURANCE CO.	SPOKE WITH	ENCUMBRANCE	DOCUMENTARY FEE	63.50
ERIE INSURANCE EXCHANGE		N/A	5.00	55.00
EFFECTIVE DATE	EXP. DATE	VERIFIED BY	Messenger Fee N/A	
06/24/03	06/24/04			
WARRANTY INFORMATION				
<input checked="" type="checkbox"/> FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.				
<input type="checkbox"/> USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.				
<input type="checkbox"/> AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repairing or correcting any defect that presently exists or that may occur in the vehicle.				
PURCHASER'S SIGNATURE X <i>Karen E Brock</i>				
USED CAR CONTRACTUAL DISCLOSURE STATEMENT				
THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.				
If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$				
PURCHASER'S SIGNATURE X <i>Karen E Brock</i>				
Purchaser hereby acknowledges to the above clauses.				
Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of agreement relating to the subject matters covered hereby. This order shall not become binding until accepted by the dealer or his authorized representative. You, the buyer may cancel this contract and receive a full refund any time before receipt of a copy of this contract signed by an authorized dealer representative by giving written notice of cancellation to the dealer.				
Purchaser by his execution of this order acknowledges that he has read its terms and conditions and has received a true copy of this order.				
PURCHASER'S SIGNATURE X <i>Karen E Brock</i> DATE 02/07/04 ACCEPTED BY <i>John Mackie</i> DATE 02/07/04				
TOTAL CREDIT				
Payoff Amount Less Payoff * N/A				
Subject To Verification N/A				
Net Trade-In 3100.00 CK H 1514				
Deposit N/A				
Settle Cash on Delivery 2500.00				
Total Down Payment 500.00				
TOTAL CREDIT Unpaid Balance of Total Price 16447.30				
NOTES: <i>Trade-In 3100.00 CK H 1514</i>				

BUTLER AUTOMOTIVE INC
PO BOX 1455

BUTLER AUTOMOTIVE, INC.



CLEARFIELD PA 16830

ROUTE 879 WEST • P.O. BOX 1455 • CLEARFIELD, PA 16830-1455 • PHONE: (814) 766-9060
FFD ID # 261858760

*** REPRINT ***

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
09/24/02	02	PONTIAC	GRAND PRIX	1G2WK52J12F119039	100	27219	27219	
SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT		INV. DATE
01/12/04		84	00:00					07/09/07
R.O. NUMBER	TAX ID		HOME PHONE	BUSINESS PHONE				
378825			814-765-9656					1

===== REPAIR LINE 001 =====

1

QUICK SERVICE

Bill Code - I

00CVZ QUICK SERVICE . 91

===== REPAIR LINE 002 =====

1

CK OVER STICKER

Bill Code - I

03CVZ06 CK OVER STICKER . 91

===== REPAIR LINE 003 =====

1

USED VEHICLE INSPECT 1

Bill Code - I

80CVZ02 USED VEHICLE INSPE . 91

===== REPAIR LINE 004 =====

1

FRONT AND REAR BRAKES HAVING EXCESSIVE RUN OUT AND RUSTED CONDITION

BRAKE VIBRATION RESURFACED FRONT AND REAR BRAKE ROTORS LUBRICATED SLIDES AND BRIDGES
REINSTALLED, TORQUED WHEELS TO SPEC REPAIR COMPLETED

Bill Code - I

40CVZ08 BRAKE VIBRATION . 91

Brakes

===== REPAIR LINE 005 =====

ROTATED AND BALANCED ALL FOUR TIRES

BALANCE WHEELS/TIRES ROTATED AND BALANCED FOUR TIRES

Bill Code - I

46CVZ03 BALANCE WHEELS/TIR . 91

===== REPAIR LINE 006 =====

1

VERIFIED CONDITION OF ABS LIGHT ON STEADY FOUND WIRES ON RF WHEEL SPEED SENSOR
FAULTY.

ABS LIGHT ON REPAIRED WIRES FOR RIGHT FRONT SENSOR, CLEARED CODES ROADTESTED REPAIRS
COMPLETE

Bill Code - I

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AND THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS

LABOR AMOUNT

PARTS AMOUNT

MISC. SALES

MATERIALS

TOTAL CHARGE

DEDUCTION

SALE

OTHER

CUS

PLAINTIFF'S
EXHIBIT

ALL STATE LEGAL

B

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

>

BUTLER AUTOMOTIVE INC
PO BOX 1455

CLEARFIELD PA 16830

repairs

BUTLER AUTOMOTIVE, INC.



ROUTE 879 WEST • P.O. BOX 1455 • CLEARFIELD, PA 16830-1455 • PHONE: (814) 765 9656
FED ID # 251858750

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CUSTOMER COPY PAGE 2

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
09/24/02	02	PONTIAC	GRAND PRIX	1G2WK52J12F119039	100	27219	27219	
SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE	
01/12/04		84	00:00				07/09/07	
R.O. NUMBER	TAX ID		HOME PHONE	BUSINESS PHONE				1
378825			814-765-9656					

✓ 41CVZ05 ABS LIGHT ON
FAILED PART

91

===== REPAIR LINE 007 =====
REPLACE FUEL FILTER AND AIR FILTER

1

FUEL FILTER INSTALLED NEW FUEL FILTER AND AIR FILTER

Bill Code - I

09CVZ05 FUEL FILTER

91

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (D.T.B)

CUSTOMER SIGNATURE

KAREN E BROCK
176 GRANDVIEW AVE

CURWENSVILLE PA 16833

repairs
BUTLER AUTOMOTIVE, INC.



ROUTE 678 WEST • P.O. BOX 1455 • CLEARFIELD, PA 16830-1455 • PHONE: (814) 766-9856
FED ID # 251858760

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CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
04/30/04	02	PONTIAC	GRAND PRIX	1G2WK52J12F119039	13155	30940	30940	
SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME		LICENSE	RATE	PAYMENT	INV. DATE
02/07/04	04/30/04	94		00:00		52.00	01	07/09/07
R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE					
42556		814-236-0685	8142361101				WHITE	5

UDB Customer Type: R

Delivery Date: 02/07/2004

===== REPAIR LINE 001 =====

CUSTOMER STATES ABS AND TRACK OFF LIGHT ON

ROADTESTED VEHICLE AND VERIFIED CONDITION FOUND CODES C0041 STORED IN SYSTEM ALSO CODE CO0040 STORED RF WHEEL SPEED SENSOR AND CIRCUIT MALFUNCTION REMOVED FAULTY WHEEL HUB ASSEMBLY AND CLEARED CODES TORQUED WHEEL TO SPEC ROADTESTED LIGHT DID NOT REOCCUR REPAIR COMPLETED

Bill Code - W

Failure Code: 6C

Complaint Code: WA

E2320 BEARING AND HUB AS 81 M A 54.09

GM 12429205 HUB KIT 1 54.09

Failed Part: 12429205 281.19

Total Parts 281.19

Total Line 335.28

Payment Type - 01

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

THE FACTORY WARRANTY CONSTITUTES ALL OF THE WARRANTIES WITH RESPECT TO THE SALE OF THIS ITEM/ITEMS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ITS ITEM/ITEMS

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

repairs

KAREN E BROCK
176 GRANDVIEW AVE

CURWENSVILLE PA 16833

BUTLER AUTOMOTIVE, INC.



ROUTE 678 WEST • P.O. BOX 1488 • CLEARFIELD, PA 16830-1488 • PHONE: (814) 768-8666
FED ID # 261888760

*** REPRINT ***

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STR/CUS	MILES IN	MILES OUT	TAG
06/06/05	02	PONTIAC	GRAND PRIX	1G2WK52J12F119039	13155	44323	44325	
SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME		LICENSE	RATE	PAYMENT	INV. DATE
02/07/04	06/09/05	34		00:00		54.00	01	07/09/07
R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE					
52434		814-236-0685	8142361101		WHITE			5

UDB Customer Type: R

Delivery Date: 02/07/2004

***** REPAIR LINE 001 *****
CUSTOMER STATES NOISE WHEN STARTING HAS GMPP
VERIFIED CUSTOMER CONCERN REMOVED STARTER INSPECTED FLYWHEEL AND RING GEAR OK FOUND
PLAY IN NOSE BUSHING AND EXCESSIVE RUN ON REPLACED STARTER CHECKED OPERATION OK
RELEASED VEHICLE

Bill Code - W

Case Claim Type: 0

Failure Code: 6C

Complaint Code: ND

J4640 MOTOR ASSEMBLY, ST

86 M A

35.56

GM 89017714 *-STRTR R Total Labor 1 35.56

Failed Part: 89017714 Total Parts 1 205.51

Total Line 205.51 241.07

Payment Type: 01

IMMEDIATELY

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

>

*remains
repairs*

KAREN E GREENDONER
176 GRANDVIEW AVE

CURWENSVILLE PA 16833

BUTLER AUTOMOTIVE, INC.



ROUTE 879 WEST • P.O. BOX 1455 • CLEARFIELD, PA 16830-1455 • PHONE: (814) 765-8856
FED ID # 251888750

*** REPRINT ***

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
10/04/06	02	PONTIAC	GRAND PRIX	1G2WK52U12F119039	13155	59347	59351	
SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE	
02/07/04	10/12/06	34	00:00		56.00	01	07/09/07	
R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE					
62455		814-236-0685	814-236-1101			WHITE		5

Delivery Date: 02/07/2004

===== REPAIR LINE 001 =====
CUSTOMER STATES INSP FOR COOLANT LEAK

PRESSURE TESTED COOLING SYSTEM VERIFIED CUSTOMER CONCERN FOUND LOWER INTAKE MANIFOLD GASKETS LEAKING REMOVED AND REPLACED GASKETS AS PER BULLETIN 030601010B REASSEMBLED FILLED COOLANT TO PROPER LEVEL CHANGED OIL AND FILTER ROADTEST OK RECHECKED FLUID LEVEL OK CHECKED FOR LEAKS NONE FOUND RELEASED VEHICLE

Bill Code - W

Case Claim Type: 0

Failure Code: 2K

Complaint Code: VN

J0259 GASKET, INTAKE MAN

		19 M A	221.51
		Total Labor	221.51
GM	10108445	-GASKET	.76
GM	10154775	-GASKET	31.84
GM	10477565	-SEAL	1.62
GM	11588915	-BOLT	15.80
GM	11609991	-BOLT	18.44
GM	12345610	-OIL	18.00
GM	12346290	-COOLANT	34.04
GM	12378563	-DYE	4.28
GM	25010792	-FILTER	4.41
GM	89017279	-GASKET	49.11
Failed Part:	89017279	Total Parts	178.30
		Total Line	399.81

Payment Type - 01

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LABOR AMOUNT	
PARTS AMOUNT	
MISC. SALES	
MATERIALS	
TOTAL CHARGE	
DEDUCTIBLE	
SALES TAX	
OTHER PAY	
CUSTOMER PAY	

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

>

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA**

KAREN E. BROCK-GREENDONER

CIVIL DIVISION

Plaintiff,
vs.
GENERAL MOTORS CORPORATION
Defendant.

NO.: 07-1428-CD

VS

FILED NO cc
M 12 17 2007
OCT 26 2007
William A. Gilley
55

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE

I, Lori Lee Harrison, an employee of Kimmel & Silverman, P.C., and a competent adult, being duly sworn according to law, depose and say that at 9:00 A.M., on 9/26/07, I personally handed to NANCY ARMSTRONG, on behalf of GENERAL MOTORS CORPORATION, c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103.

_____ Adult family member with whom said Defendant(s) reside(s). Relationship is .

Adult in charge of Defendant's residence who refused to give name or relationship.

____ Manager/Clerk of place of lodging in which
Defendant(s) reside(s)

X Agent or person in charge of Defendant's office
or usual place of business.

____ and officer of
said Defendant's company.

a true and correct copy of complaint issued in the above-captioned matter.

~~(Signature of Server)~~

Sworn to and subscribed
before me this 21 day

before me this day
of September COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
PATRICIA ANN MURRAY BARRETT, Notary Public
Number 690, Montgomery County
NOTARY PUBLIC My Commission Expires December 22, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

KAREN E. BROCK-GREENDONER :
Plaintiff : CIVIL DIVISION -
: NO.: 07-1428-CD
:
And : JURY TRIAL DEMANDED
:
GENERAL MOTORS CORPORATION :
Defendant :
:
: ENTRY OF APPEARANCE
: Filed on behalf of Defendant:
: General Motors Corporation
:
KANTROWITZ & PHILLIPPI, LLC
Steven B. Kantrowitz, Esquire
I.D. No.: 25737
Catherine A. Peterson, Esquire
I.D. No. 41449
1880 J.F.K Boulevard, Suite 1101
Philadelphia, PA 19103
Telephone: (215) 496-9400

FILED NO CC
MAY 10 2008
MAY 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

KAREN E. BROCK-GREENDONER :
Plaintiff : CIVIL DIVISION -
: NO.: 07-1428-CD
: JURY TRIAL DEMANDED
And :
GENERAL MOTORS CORPORATION :
Defendant :
: ENTRY OF APPEARANCE

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter the appearance of the undersigned as attorney for Defendant General Motors Corporation in the above-captioned matter. A trial by jury is demanded.

KANTROWITZ & PHILLIPPI, LLC

BY:



Steven B. Kantrowitz, Esquire
Catherine A. Peterson, Esquire
Attorneys for Defendant,
General Motors Corporation

Dated: 5/20/08

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Entry of Appearance was served upon counsel of record, as listed below, via First Class Mail, postage pre-paid on May 20, 2008:

Robert M. Silverman, Esquire
Kimmel & Silverman, P.C.
210 Grant Street, Suite 202
Pittsburgh, PA 15219

KANTROWITZ & PHILLIPPI, LLC

By: 

Steven Kantrowitz, Esquire
Catherine A. Peterson, Esquire
Attorneys for Defendant
General Motors Corporation

Date: May 20, 2008

Jacqueline C. Herritt, Esquire
Identification No. 79554
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

KAREN E. BROCK-GREENDONER

v.

GENERAL MOTORS CORPORATION

COURT OF COMMON PLEAS
Clearfield County

07-1428-CD

ORDER TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above matter as settled, discontinued and ended.

KIMMEL & SILVERMAN, P.C.

By:

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

5
FILED 1CC + 1
M 10:43 AM Cert to
DEC 26 2008 disc issued
LM to Atty
William A. Shaw Herritt
Prothonotary/Clerk of Courts

FILED

DEC 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CC
JL

Karen E. Brock-Greendorer

Vs. **No. 2007-01428-CD**
General Motors Corporation

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 26, 2008, marked:

Settled, discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by Kimmel & Silverman P.C..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 26th day of December A.D. 2008.

William A. Shaw

LM

William A. Shaw, Prothonotary