

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-Greendonner

COUNSEL OF RECORD FOR THIS PARTY:

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Identification No. 55914

Jacqueline C. Herritt, Esquire  
Identification No. 79554

KIMMEL & SILVERMAN, P.C.  
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Pittsburgh PA 15219  
(412) 566-1001

WRIT WAIVED

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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-Greendonner, 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-Greendoner, 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 E. Brock-Greendoner  
Karen E. Brock-Greendoner



CITIZENS AUTOMOBILE FINANCE, INC.

RETAIL INSTALLMENT CONTRACT

payment  
contract  
PA

Dealer Number 271853

02/07/2004

Buyer: KAREN E BROCK 176 GRANDVIEW AVE. CURWENSVILLE 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	1G2WK52J12F119039	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 OVERRIDES 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 ESTIPULACION CONTARIA EN EL CONTRATO DE VENTA.

TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of \$ 5600.00
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

Year

Make

Model

VIN

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

(If Amount Owning 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 For Prior Credit or Lease Balance \$ N/A

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 4E) \$ 11351.94 (5)

6. Finance Charge \$ 1391.58 (6)

7. Total 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

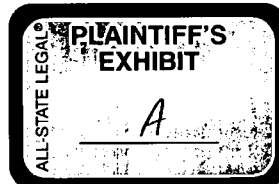
Charge you will owe. The later you make payments after they are due, the greater the Finance Charge. We credit each payment in any manner we

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				NAME		DATE	
<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:				KAREN E BROCK		02/07/04	
YR. MAKE MODEL TYPE 2002 PONTIAC GRAND PRIX SDN WHITE				STREET 176 GRANDVIEW AVE			
COLOR WHITE		TRIM		CITY CURWENSVILLE PA 16833		STATE ZIP	
VIN 1G2HK52U12E119039		MILEAGE 28731		PHONE RES. 236-0685		PHONE BUS.	
STOCK NO. STK#5105A		SALESMAN JAMES P MACKIE		TO BE DELIVERED ON OR ABOUT 02/07/04		AGE 46	
DESCRIPTION OF TRADE IN				PRICE OF VEHICLE		13900.00	
YR. MAKE MODEL TYPE 1994 PONTIAC GRAND PRIX SDN							
COLOR RED		TRIM		MILEAGE 106609			
VIN 1G2HK52U12E119039		MILEAGE					
TITLE NO. 5008118300		PLATE NO. DBF5736		EXP. DATE 09/17/05			
OWNER KAREN E BROCK		LOAN #					
LIENHOLDER		PHONE					
ADDRESS		SPOKE WITH					
AMOUNT N/A		GOOD TILL		VERIFIED BY			
COLLISION COVERAGE				EXTENDED WARRANTY TYPE GMPP			
NAME OF AGENT BOYLES INSURANCE INC		PHONE (814) 765-8152		MONTHS 48		MILES 40000	
ADDRESS 11 NICHOLS ST CLEARFIELD PA 16830		COLLISION DEDUCTIBLE		CASH PRICE OF VEHICLE & ACCESSORIES 16580.00			
POLICY NUMBER 005-2406608-N		EFFECTIVE DATE 11/24/03		SALES TAX 748.80			
INSURANCE CO. ERIE INSURANCE EXCHANGE		EXP. DATE 05/24/04		REGISTRATION 36.00			
EFFECTIVE DATE 11/24/03		EXP. DATE 05/24/04		TITLE 22.50			
EFFECTIVE DATE 11/24/03		EXP. DATE 05/24/04		TRANSFER N/A			
EFFECTIVE DATE 11/24/03		EXP. DATE 05/24/04		ENCUMBRANCE 5.00			
EFFECTIVE DATE 11/24/03		EXP. DATE 05/24/04		DOCUMENTARY FEE 55.00			
EFFECTIVE DATE 11/24/03		EXP. DATE 05/24/04		MESSENGER FEE N/A			
EFFECTIVE DATE 11/24/03		EXP. DATE 05/24/04		NOTARY FEE N/A			
EFFECTIVE DATE 11/24/03		EXP. DATE 05/24/04		TOTAL PRICE 16447.30			
WARRANTY INFORMATION				OTHER CHARGES			
<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.				TOTAL CREDIT			
<input type="checkbox"/> USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.				Payoff Amount Less Payoff * N/A			
<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.				Verification Net Trade In 3100.00			
PURCHASER'S SIGNATURE X <i>Karen E Brock</i>				Deposit N/A			
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.				Cash on Delivery 2500.00			
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 \$				Total Down Payment 5500.00			
PURCHASER'S SIGNATURE X <i>Karen E Brock</i>				Unpaid Balance of Total Price 10947.30			
Purchaser hereby acknowledges to the above clause.				ACCEPTED BY <i>[Signature]</i> DATE 02/07/04			
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.				DEALER OR HIS AUTHORIZED REPRESENTATIVE			
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>							

BUTLER AUTOMOTIVE INC  
PO BOX 1455

CLEARFIELD

PA 16330

BUTLER AUTOMOTIVE, INC.



ROUTE 879 WEST • P.O. BOX 1455 • CLEARFIELD, PA 16830-1455 • PHONE: (814) 765-0060  
FED ID # 261858750

\*\*\* 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 ADY	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

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

===== 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 AT THE  
SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S  
REPRESENTATIVE.

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

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

CUSTOMER SIGNATURE

LABOR AMOUNT

PARTS AMOUNT

MISC. SALES

MATERIALS

TOTAL CHARGE

DEDU

SALE

OTH

CUS

PLAINTIFF'S  
EXHIBIT

6

ALL-STATE LEGAL

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					
378825		814-765-9656						1

✓ 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 - 1

09CVZ05 FUEL FILTER 91

ON YOUR SATISFACTION

IF YOUR SERVICE WAS SATISFACTORY

PLEASE RETURN TO US

FOR A FULL REFUND

OF YOUR PAYMENT

IF YOU ARE NOT

SATISFIED

PLEASE RETURN

TO US

FOR A FULL

REFUND

OF YOUR

PAYMENT

IF YOU ARE

NOT

SATISFIED

PLEASE

RETURN

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.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (D. 17E)

#### 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

CUSTOMER SIGNATURE

LABOR AMOUNT

PARTS AMOUNT

MISC. SALES

MATERIALS

TOTAL CHARGE

DEDUCTIBLE

SALES TAX

OTHER PAY

CUSTOMER PAY

KAREN E BROCK  
176 GRANDVIEW AVE

CURWENSVILLE PA 16833

repairs  
BUTLER AUTOMOTIVE, INC.



ROUTE 878 WEST · P.O. BOX 1455 · CLEARFIELD, PA 16830-1455 · PHONE: (814) 766-9658  
FED ID # 261858760

\*\*\* REPRINT \*\*\*

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 C00040 STORED RE 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

Total Labor

54.09

GM

12429205

-HUB KIT

1

281.19

Failed Part:

12429205

Total Parts

281.19

Total Line

335.28

Payment Type - 01

THANK YOU FOR YOUR BUSINESS

PLEASE CALL US

IMMEDIATELY

THANK YOU!

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.

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

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CUSTOMER SIGNATURE

>

LABOR AMOUNT

PARTS AMOUNT

MISC. SALES

MATERIALS

TOTAL CHARGE

DEDUCTIBLE

SALES TAX

OTHER PAY

CUSTOMER PAY



KAREN E BROCK  
176 GRANDVIEW AVE

CURWENSVILLE PA 16833

repairs  
BUTLER AUTOMOTIVE, INC.



ROUTE 878 WEST • P.O. BOX 1455 • CLEARFIELD, PA 16830 1455 • PHONE: (814) 766 8864  
FED ID # 261858/60

\*\*\* REPRINT \*\*\*

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/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 REPEACED 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

Total Labor

35.56

GM

89017714

--STRTR R

1

205.51

Failed Part:

89017714

Total Parts

205.51

Total Line

241.07

Payment Type - 01

IMMEDIATELY

THANK YOU

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.

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

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CUSTOMER SIGNATURE

>

LABOR AMOUNT

PARTS AMOUNT

MISC. SALES

MATERIALS

TOTAL CHARGE

DEDUCTIBLE

SALES TAX

OTHER PAY

CUSTOMER PAY

remirs  
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) 766-8856  
FED ID # 251868750

\*\*\* REPRINT \*\*\*

CUSTOMER COPY PAGE 1

DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
10/04/06	02	PONTIAC	GRAND PRIX	1G2WK52J12F119039	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	1	.76
GM	10154775	-GASKET	2	31.84
GM	10477565	-SEAL	1	1.62
GM	11588915	-BOLT	4	15.80
GM	11609991	-BOLT	4	18.44
GM	12345610	-OIL	5	18.00
GM	12346290	-COOLANT	2	34.04
GM	12378563	-DYE	1	4.28
GM	25010792	-FILTER	1	4.41
GM	89017279	-GASKET	1	49.11

Failed Part: 89017279

Total Parts 178.30

Total Line 399.81

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	LABOR AMOUNT		
	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	CUSTOMER SIGNATURE	PARTS AMOUNT	
			MISC. SALES	
			MATERIALS	
			TOTAL CHARGE	
			DEDUCTIBLE	
			SALES TAX	
			OTHER PAY	
			CUSTOMER PAY	
			(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)	>

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

KAREN E. BROCK-GREENDONER

CIVIL DIVISION

Plaintiff,

NO.: 07-1428-CD

vs.

GENERAL MOTORS CORPORATION

Defendant.

FILED  
m/12:17/07  
OCT 26 2007  
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.

\_\_\_\_\_ Other \_\_\_\_\_.

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

(Signature of Server)

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of September

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
PATRICIA ANN MURRAY-BARRETT, Notary Public  
Ambler, Pa., Montgomery County  
My Commission Expires December 22, 2010

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

KAREN E. BROCK-GREENDONER :  
Plaintiff :

And :

GENERAL MOTORS CORPORATION :  
Defendant :

CIVIL DIVISION --

NO.: 07-1428-CD

JURY TRIAL DEMANDED

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 <sup>no cc</sup>  
m1013430x  
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
	:	
And	:	JURY TRIAL DEMANDED
	:	
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

COURT OF COMMON PLEAS  
Clearfield County

v.

GENERAL MOTORS CORPORATION

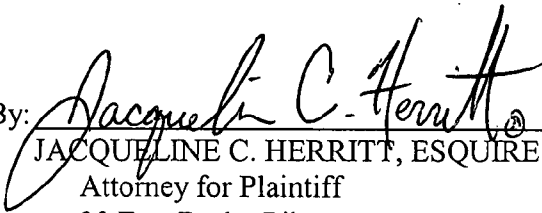
07-1428-CD

**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/10:43cm Cert to  
DEC 26 2008 disc issued  
LM to Aty  
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

Karen E. Brock-Greendoner

Vs.  
General Motors Corporation

No. 2007-01428-CD

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, Prothonotary

LM