

HEARING DATE AND TIME: TO BE DETERMINED
OBJECTION DATE AND TIME: November 22, 2010 at 4:00 p.m. (Eastern Time)

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11
: :
MOTORS LIQUIDATION COMPANY, *et al.*, : Case No.: 09-50026 (REG)
f/k/a General Motors Corp., *et al.* :
: (Jointly Administered)
Debtors. :
-----X

**OBJECTION BY GENERAL MOTORS LLC TO *PRO SE* MOTION TO SHOW
CAUSE WHY GENERAL MOTORS LLC., AND ITS CORPORATE
GOVERNANCE, SHOULD NOT BE HELD IN CONTEMPT FOR
INTENTIONALLY VIOLATING THIS COURT'S ORDERS, WHILE
TERRORIZING A DISABLED COMBAT VETERAN, AND HIS FAMILY**

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TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

General Motors LLC (f/k/a General Motors Company) (“**New GM**”), by and through its undersigned counsel, hereby submits this objection (“**Objection**”) to the *pro se Motion to Show Cause Why General Motors LLC., and Its Corporate Governance, Should Not be Held in Contempt for Intentionally Violating this Court’s Orders, While Terrorizing a Disabled Combat Veteran, and His Family*, dated September 20, 2010 (“**Motion**”), filed by Billy Ray Kidwell (“**Movant**”).¹ In support of this Objection, New GM respectfully represents as follows:

INTRODUCTION

1. The Motion seeks to hold New GM in contempt for its alleged failure to comply with Orders of this Court. As will be further explained below, New GM has fully complied with the Orders of this Court, including the Sale Order (as herein defined). The Motion is the latest pleading filed by the Movant in a long line of fruitless attempts by him to have General Motors Corp. (“**Old GM**”) and now New GM held accountable for alleged liabilities arising from a purportedly defective Chevy S-10 pickup truck purchased by Movant in 2003. Although Movant asserts that all he wants is “his day in Court” (Motion, p. 1), as demonstrated below, Movant has unquestionably already had his day in court, and then some. What Movant really seeks is to forum shop, after he was denied the very same relief against New GM which he now seeks in this Court.

2. Movant began this odyssey in 2005 with the filing of an arbitration proceeding *pro se* in which Movant was unsuccessful in his effort to obtain relief under Florida’s Lemon Law for his purportedly defective Chevrolet S-10 pickup truck. Instead of seeking review

¹ By Endorsed Order dated November 1, 2010, the Court declined to enter an order to show cause in connection with the Motion. Instead, the Court directed the above-captioned Debtors and/or New GM to respond to the Motion within three weeks of the entry of the Endorsed Order. A non-evidentiary hearing will be scheduled by the Court thereafter.

through the established procedures for the Better Business Bureau (“**BBB**”) Auto Line Arbitration by applying to the Florida New Motor Vehicle Arbitration Board for review, Movant, *pro se*, brought a multi-count action against Old GM and one of its employees in Florida state court alleging fraud. *See Kidwell v. General Motors Corp.*, 975 So. 2d 503, 505 (Fla. Dist. Ct. App. 2007)(“[I]f Kidwell was dissatisfied with the decision of the BBB arbitrator he could have sought review by applying to the Florida New Motor Vehicle Arbitration Board, which he failed to do.”)(citation omitted) In the state court action, Movant alleged that he purchased a defective GM vehicle and that Old GM and its representative committed fraud in the arbitration proceeding. *Kidwell*, 975 So. 2d at 504. The trial court dismissed the fraud claims in their entirety; the Florida Second District Court of Appeals affirmed the dismissal of the fraud claim against GM’s employee. The Florida Second District Court of Appeals found that “Kidwell’s contention that the BBB arbitration process lacks impartiality . . . is without merit.” *Id.* at 505.

3. Unsatisfied with how the state court action was proceeding, Movant then filed an action (“**Florida District Court Action**”) *pro se* in the United States District Court for the Middle District of Florida (“**Florida District Court**”) in February, 2009 accusing Old GM’s former CEO and various current and former GM Board of Directors of “com[ing] together to make a Corporate Rico Crime Family” “very similar to a Mafia Crime Family.” Amended Complaint (as defined below), ¶¶ 1, 156. In his Florida District Court action, Movant claimed that the former CEO and Old GM Board acted as “a Mafia Don, and his Lieutenants,” while Old GM employees serve as “‘soldiers’, much like in the mob.” Amended Complaint, ¶ 158. Movant claimed that this “Crime Family” engaged in numerous RICO Predicate Acts to “trick[]” consumers into purchasing Old GM vehicles, such as Plaintiff’s Chevrolet S-10 pickup truck, which was allegedly “fraudulently portrayed” as being “*Built like a Rock.*” Amended

Complaint, ¶¶ 3, 45, 152-53. Movant further claimed that he “has suffered . . . from years of inhuman torture at the hands of this RICO Enterprise,” “has been terrorized” by Defendants, and has “in essence los[t] five years of his life due to the . . . hardship intentionally inflicted on him by the multi-millionaire Defendants, with their inhuman greed, and lack of ethics.” Amended Complaint, ¶¶ 6(j), 207, 212.

4. Movant’s numerous claims in the Florida District Court Action include: (i) fraudulent advertising; (ii) wire and mail fraud; (iii) breach of warranty; (iv) fraud on the lemon law process and the state statute; (v) fraud on state courts; (vi) violation of the Magnuson-Moss Warranty Act; (vii) violation of Movant’s state and federal statutory rights; (viii) violation of Movant’s constitutional rights; and (ix) violation of RICO and conspiracy to violate RICO. Movant, thereafter filed an amended complaint (“**Amended Complaint**”)² on August 27, 2009 in the Florida District Court, purportedly to add New GM as a defendant, alleging that Old GM somehow induced Movant to purchase his Chevy truck through fraudulent advertising and, later, obstructed his Lemon Law claim through fraud on the courts. Although Movant’s claims primarily revolved around fraud and the civil RICO statute in the Florida District Court Action, Movant also asserted causes of action against New GM for breach of warranty and violation of Florida’s Lemon Law. Of course, both the warranty on his vehicle and the Lemon Law rights period as defined by Florida law had expired long before New GM was created. Moreover, Movant has already lost his Lemon Law arbitration and New GM was never involved in responding to Movant’s state court lawsuit or the “warranty” issues alleged therein.

5. In response to the Amended Complaint, New GM filed a motion to dismiss (“**Dismissal Motion**”) in the Florida District Court. In that Dismissal Motion, New GM pointed out (among other things) that the Movant’s claims were barred by this Court’s Order, dated July

² A copy of the Amended Complaint is annexed hereto as Exhibit “A.”

5, 2009 (“**Sale Order**”), which authorized and approved the sale of substantially all of the Debtors’ assets to New GM, free and clear of all of the Debtors’ liabilities, except for those expressly assumed by New GM (which are not applicable to the case at bar) under the Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 (“**MSPA**”). Movant did not oppose New GM’s Dismissal Motion, and that any assertion to the contrary was required to be adjudicated by the Bankruptcy Court.

6. While Movant never filed an opposition to New GM’s Dismissal Motion, he churned the docket by filing more than 100 notices, motions, and other pleadings. In at least 60 of those filings, Movant accused Old GM, its executives, its counsel, as well as the courts of fraud, dishonesty, criminal misconduct, and trying to kill him.³

7. By Order dated September 10, 2010 (“**September 10 Order**”),⁴ the Florida District Court granted New GM’s Dismissal Motion. The Florida District Court found that Movant’s claims were, indeed, barred by the Sale Order because New GM purchased the Debtors’ assets “free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever . . . including right or claims based on any successor or transferee liability.” September 10 Order, at p. 6 (quoting Sale Order). While the Florida District Court noted that this provision of the Sale Order was subject to certain exceptions, it found that none of those exceptions applied in this matter. *Id.* at p. 6 n.2. Holding that New GM acquired the Debtors’ assets free and clear of all claims made by Movant, the Florida District Court dismissed the claims against New GM with prejudice.⁵

³ A copy of the Florida District Court’s docket is annexed hereto as Exhibit “B.”

⁴ A copy of the September 10 Order is annexed hereto as Exhibit “C.”

⁵ Movant subsequently filed a motion for reconsideration of the September 10 Order (“Reconsideration Motion”) and a notice of appeal with respect to the September 10 Order. The 11th Circuit Court of Appeals issued a notice on November 16, 2010 suspending the appeal until the Florida District Court rules on the Reconsideration Motion. New GM responded to the Reconsideration Motion but a ruling on that motion has not yet been issued by the Florida District Court. In New GM’s response to the Reconsideration Motion, it noted that paragraph 71 of the Sale

8. Having been unsuccessful in the Florida state and federal courts, Movant now comes before this Court, seeking a third bite at the apple by making the same arguments advanced in the other tribunals. However, as found by the Florida District Court, the Sale Order unquestionably protects New GM from the claims of Movant; claims that clearly arose pre-petition and prior to the entry of the Sale Order. Despite Movant's allegations to the contrary, as already held in the Florida District Court Action, New GM did not assume the liabilities asserted by Movant as part of the sale of the Debtors' assets. New GM has never violated the Sale Order; to the contrary, New GM is appropriately relying on the Sale Order to bar Movant's continued, wrongful prosecution of his purported claims.

9. Sifting out Movant's unfounded allegations of misconduct, the only conceivable issue before the Court is whether New GM appropriately argued in the other proceedings that the Sale Order and MSPA bar Movant's claims against New GM.⁶ While New GM assumed some obligations of the Debtors in connection with certain "express written warranties of [the Debtors] that are specifically identified as warranties and delivered in connection with the sale of" specified vehicles (see MSPA, § 2.3(a)(vii)), New GM only assumed the obligation to fund and otherwise support the standard limited warranties of repair issued by Old GM. For avoidance of the doubt, the MSPA expressly defines as a "Retained Liability" (*i.e.*, a liability not assumed by New GM), "all Liabilities arising out of or in connection with any (A) implied warranty or other implied obligation arising under statutory or common law without the necessity of an express warranty or (B) allegation, statement or writing by or attributable to [Old GM]." MSPA,

Order provides that this Court has exclusive jurisdiction to enforce and implement the terms and provisions of the Sale Order and MSPA, and that if the Florida District Court had any doubt as to whether Movant's claims should be dismissed, it could either (i) dismiss the claims without prejudice to allow Movant to re-file them in this Court, or (ii) transfer the matter to this Court because Movant's violation of the Sale Order is a core matter involving the interpretation and enforcement of one of the most important orders in the Debtors' bankruptcy case.

⁶ Movant's due process and other constitutional complaints all emanate out of this one basic issue because the State Lemon Law Action (as defined in the Motion) was enjoined against New GM pursuant to the Sale Order.

§2.3(b)(xvi). Movant's allegations fall squarely within this exclusion. Here, Old GM's express warranty on Movant's vehicle is expressly limited to repair of specific defects in material and workmanship if the vehicle is presented to an authorized dealer within the express time and distance limitations of the warranty. The express warranty specifically provides that performance of repairs and needed adjustments is the Movant's exclusive remedy. *New GM did not assume other liability claims relating to alleged warranties*, including liability for personal injuries, economic loss, or expenses. Thus, under the Sale Order, New GM did not assume any civil liability for the damages Movant sought in his Amended Complaint as a result of Old GM's alleged breach of warranty.

10. Similarly, although New GM assumed certain responsibilities pursuant to state Lemon Laws, the claims asserted by Movant (which referenced the allegedly wrongful conduct of Old GM) are not among them. *See* paragraphs 17-18, *infra*. Nevertheless, the simplest response to Movant's invocation of the Lemon Law is that he pursued a state Lemon Law remedy against Old GM in 2005. **He lost.** *See Kidwell v. General Motors Corp.*, 975 So. 2d 503, 505 (Fla. Dist. Ct. App. 2007).

11. Accordingly, as New GM appropriately cited and made no misrepresentations concerning the Sale Order in the Florida District Court, the Motion should be denied in its entirety.

OBJECTION

12. As this Court is aware, New GM acquired substantially all of the assets of Old GM on July 10, 2009 in a transaction executed under the jurisdiction and pursuant to approval of this Court. *See generally* Sale Order. In acquiring these assets, New GM did not (with some limited exceptions not applicable here) assume the liabilities of Old GM. For example, New GM did not assume responsibility for product liability claims arising from incidents involving Old

GM vehicles that occurred before the July 10, 2009 closing date of the sale. *See In re General Motors Corp.*, 407 B.R. 463, 499-507 (Bankr. S.D.N.Y. 2009)(overruling objections by tort claimants seeking to preserve claims against New GM).

13. The scope and limitations of New GM’s responsibilities are defined in the Sale Order, which is, and has been for over a year, a final binding order. The Sale Order provides that, with the exceptions of certain liabilities expressly assumed under the relevant agreements, *the assets acquired by New GM were transferred “free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever . . . including rights or claims based on any successor or transferee liability”* Sale Order, ¶ 7 (emphasis added).

14. New GM did not assume liability for the claims asserted by Movant. While New GM assumed some obligations of Old GM in connection with certain “express written warranties of [Old GM] that are *specifically identified as warranties and delivered in connection with the sale of*” specified vehicles (MSPA, § 2.3(a)(vii)), the effect was that *New GM only assumed the obligation to fund and otherwise support the standard limited warranty of repair issued by Old GM.* (emphasis added). *See* Sale Order, ¶ 56 (New GM assumed express warranties “subject to conditions and limitations contained” therein). Old GM’s standard limited warranty provides only for “repairs to the vehicle during the warranty period in accordance with the following terms, conditions and limitations.” *See* Old GM 2003 Chevrolet Light Duty New Vehicle Limited Warranty (“**Old GM Limited Warranty**”) at 4.⁷

15. The express written warranty for Movant’s vehicle contains the following limitations on New GM’s liability:

⁷ A copy of the Old GM Limited Warranty is annexed hereto as Exhibit “D.” The warranty expressly provides that “[p]erformance of repairs and needed adjustments is the exclusive remedy under this written warranty” *Id.* at 8 (emphasis added).

- “General Motors shall not be liable for incidental or consequential damages (such as, but not limited to, lost wages or vehicle rental expenses) resulting from breach of this written warranty or any implied warranty.” (Old GM Limited Warranty at 8.)
- “Economic loss or extra expense is not covered. Examples include:
 - Loss of vehicle use
 - Inconvenience
 - Storage
 - Payment for loss of time or pay
 - Vehicle rental expense
 - Lodging, meals, or other travel costs
 - State or local taxes required on warranty repairs” (*ld.* at 7.)
- To obtain repairs to one’s vehicle, the owner must “take the vehicle to a Chevrolet dealer facility within the warranty period and request the needed repairs.” (*ld.* at 5.)
- The warranty coverage extends only for three years or 36,000 miles, whichever comes first. (*ld.* at 4.)

Except for the foregoing, New GM did not assume other liability claims relating to alleged “warranties.” Indeed, to say New GM assumed “warranty liabilities” is misleading and wrong in more contexts than it is correct. Under the Sale Order, New GM assumed liability only for “repairs and needed adjustments” and not for any other damages, including economic loss, expenses, or personal injuries.

16. To be sure, New GM understands that the distinction between the express limited warranty delivered at the time of sale and other concepts that commonly involve use of the word “warranty” (such as “statutory warranties,” “implied warranties,” and “express warranties” contended to arise by reason of writing or statements other than Old GM’s express limited

warranty) may be difficult for a *pro se* litigant to understand. However, the Sale Order expressly made this point clear when it provided that New GM “is assuming the obligations of [Old GM] pursuant to and *subject to conditions and limitations contained in* their express written warranties” Sale Order, ¶ 56 (emphasis added). Moreover, to avoid confusion, the Sale Order clarifies that New GM “is not assuming responsibility for Liabilities contended to arise by virtue of other alleged warranties, including implied warranties and statements in materials such as, without limitation, individual customer communications, owner’s manuals, advertisements, and other promotional materials, catalogs and point of purchase materials.” *Id.* Similarly, the MSPA expressly excluded any liabilities “arising out of, related to or in connection with any (A) implied warranty or other implied obligation arising under statutory or common law without the necessity of an express warranty or (B) allegation, statement or writing by or attributable to [Old GM].” MSPA, §2.3(b)(xvi).

17. While the MSPA does provide that New GM also assumed “all obligations under Lemon Laws” (MSPA, § 2.3(a)(vii)(B)), the term “Lemon Laws,” is defined under the MSPA as “a state statute requiring a vehicle manufacturer to provide a consumer remedy when such manufacturer is unable to conform a vehicle to the express written warranty after a reasonable number of attempts, as defined in the applicable statute.” MSPA, § 1.1. This definition, therefore, limits the standard to the “express written warranty” discussed above. In other words, New GM only assumed the repair obligations in Old GM’s limited warranties and not any additional liability for damages, except those specifically provided by Lemon Laws (as defined in the MSPA). To be sure, state Lemon Laws create certain additional remedies and procedures. Thus, the Sale Order clarifies that “[New GM] has assumed [Old GM’s] obligations under state ‘lemon law’ statutes, which require a manufacturer to provide a consumer remedy when the

manufacturer is unable to conform the vehicle to the warranty, as defined in the applicable statute, after a reasonable number of attempts as further defined in the statute, and other related regulatory obligations under such statutes.” Sale Order, ¶ 56.

18. The contractual arrangement under the MSPA is more easily understood with reference to the specific statute at issue. The Florida Lemon Law affords consumers the right to seek replacement or refunds for a vehicle through alternative dispute procedures within two years of initial delivery if a manufacturer, after three repair attempts, is unable to fix a defect that substantially impairs the use, value or safety of the vehicle. *See Florida Statutes Annotated, Sections 681.10 through 681.118 and 681.1095 and Florida Administrative Code, Rules 2-30.001, and 2-33.002 through 2-33.004.* Movant pursued relief under the Florida Lemon Law against Old GM, but was unsuccessful. Movant failed to pursue the appeal mechanism afforded him under the Lemon Law. Since no liability arose for Old GM under that proceeding, there was no liability that New GM could be argued to have assumed.

19. Because the Sale Order and the MSPA expressly provide that New GM has not assumed any liability for any alleged breach of Old GM’s express warranty *except for* the repair and service of Old GM vehicles, New GM did not assume the liabilities alleged in Movant’s Amended Complaint. In his Amended Complaint, Movant sought a variety of damages for Old GM’s allegedly fraudulent behavior, alleged violation of the civil RICO statute, based on his vehicle’s alleged failure to conform to various vague and unidentified statements Old GM allegedly made about the quality of its vehicles. *See, e.g., Amended Complaint, ¶ 34.* None of these categories of damages are available under the express terms of Old GM’s limited express warranty. Further, Movant is not entitled to any damages allegedly arising from vague and unidentified statements Old GM allegedly made about the quality of its vehicles or any implied

warranties as the Sale Order specifically provides that New GM did not assume “responsibilities for Liabilities contended to arise by virtue of . . . implied warranties and statements in materials such as, without limitation, individual customer communications, owner’s manuals, advertisements, and other promotional materials, catalogs, and point of purchase materials.” Sale Order, ¶ 56. Again, the MSPA expressly excluded liabilities arising from “allegation, statement or writing by or attributable to [Old GM].” MSPA, § 2.3(b)(xvi)(B). The conduct alleged in the Movant’s Amended Complaint falls squarely within these exclusions.

20. Although the analysis of various legal theories that may apply to product responsibility can be very complicated, the colloquial explanation of the basic division of responsibility is simple. New GM assumed responsibility to administer Old GM’s express limited warranty and the express rights arising thereunder (including under state Lemon Laws) in the ordinary course. Significantly, however, in the situation at hand, both the warranty on Movant’s vehicle and the Lemon Law rights period as defined by Florida law expired long before New GM was created and New GM can have no responsibility for any such claims. Moreover, New GM did not assume the contingent liability for the many litigation theories which human ingenuity has invented or can invent as applied to vehicles sold prior to the 363 transaction. In the vernacular, that was the business deal documented in the MSPA and Sale Order.

21. Accordingly, New GM appropriately argued and the Florida District Court correctly found that all of Movant’s claims asserted in the Amended Complaint, including his breach of warranty and Lemon Law claims, constituted a violation of the Sale Order, which unambiguously states that “all persons and entities, including, but not limited to . . . *litigation claimants* and [others] holding liens, claims and encumbrances, and other interest of any kind or

nature whatsoever, including rights or claims based on any successor or transferee liability . . . are forever *barred, stopped and permanently enjoined* . . . from asserting against [New GM], its successors or assigns, its property, or the Purchased Assets, such persons' or entities' [rights or claims], including rights or claims based on any successor or transferee liability.” Sale Order, ¶ 8 (emphasis added); *see also id.*, ¶ 46 (“[New GM] shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any claims, including, but not limited to, under any theory of successor or transferee liability, de facto merger or continuity, environmental, labor and employment, and products or antitrust liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated”); *id.*, ¶ 52 (Sale Order “effective as a determination that, except for the Assumed Liabilities, at Closing, all liens, claims, encumbrances, and other interests of any kind or nature whatsoever existing as to the Sellers with respect to the Purchased Assets prior to the Closing (other than Permitted Encumbrances) have been unconditionally released and terminated . . .”).

22. Based on the foregoing, the liabilities asserted by Movant are not “Assumed Liabilities” as defined in the MSPA and were not transferred to New GM as part of the sale of Old GM’s assets. Thus, New GM cannot be held in contempt of Court for violating the Sale Order. Moreover, New GM has not, at any time, lied to any court or tribunal about matters affecting the Movant or his purported claims. To the contrary, New GM has appropriately and consistently relied on the express provisions of the Sale Order and MSPA to bar Movant’s unsupported, vexatious claims. Accordingly, the Motion should be denied in its entirety.

WHEREFORE, New GM respectfully requests that the Court (i) deny the relief requested in the Motion, and (ii) grant to New GM such other and further relief as is just and proper.

Dated: New York, New York
November 22, 2010

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Exhibit B

APPEAL, INTAPP, MAGAPP, TRLSET

**U.S. District Court
Middle District of Florida (Ft. Myers)
CIVIL DOCKET FOR CASE #: 2:09-cv-00108-CEH-DNF**

Kidwell v Wagoner et al.
Assigned to: Judge Charlene E. Honeywell
Referred to: Magistrate Judge Douglas N. Frazier
Demand: \$75,000
Case in other court: 10-14773-C
Cause: 18:1961 Racketeering (RICO) Act

Date Filed: 02/23/2009
Jury Demand: Plaintiff
Nature of Suit: 370 Fraud or Truth-In-Lending
Jurisdiction: Diversity

Plaintiff

Billy R. Kidwell

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V.

Defendant

G. Richard Wagoner
GM CEO sued in a personal capacity
TERMINATED: 09/14/2010

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Defendant

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TERMINATED: 09/14/2010

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TERMINATED: 09/14/2010

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LEAD ATTORNEY
PRO HAC VICE
ATTORNEY TO BE NOTICED

Defendant

Carolyn Westberg
*GM customer relationship manager
sued in a personal capacity*
TERMINATED: 09/14/2010

Defendant**Rumberg, Kirk & Caldwell***TERMINATED: 08/27/2009***Defendant****General Motors Company***TERMINATED: 09/14/2010*represented by **Alejandro Perez**

(See above for address)

LEAD ATTORNEY**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
02/20/2009	<u>1</u>	COMPLAINT against all defendants with Jury Demand (Filing fee \$ 350 receipt number F012054) filed by Billy R. Kidwell.(LAF) (Entered: 02/23/2009)
02/24/2009	<u>2</u>	STANDING ORDER: Filing of documents that exceed twenty-five pages. Signed by All Divisional Judges on 8/20/08. (JS) (Entered: 02/24/2009)
02/24/2009	<u>3</u>	ORDER ATTACHED regarding service of process. Signed by Judge Richard A. Lazzara on 2/24/2009. (SKH) (Entered: 02/24/2009)
03/02/2009	<u>4</u>	INTERESTED PERSONS ORDER. Certificate of interested persons and corporate disclosure statement due by 3/13/2009. Signed by All Divisional Judges on 3/2/2009. (BJH) (Entered: 03/02/2009)
03/02/2009	<u>5</u>	RELATED CASE ORDER AND NOTICE of designation under Local Rule 3.05 - track 2. Notice of pendency of other actions due by 3/13/2009. Signed by All Divisional Judges on 3/2/2009. (BJH) (Entered: 03/02/2009)
03/11/2009	<u>6</u>	NOTICE of evidence of bailout money fraud by Billy R. Kidwell (SLU) (Entered: 03/12/2009)
03/17/2009	<u>7</u>	CERTIFICATE of interested persons and corporate disclosure statement re <u>4</u> Interested persons order by Billy R. Kidwell. (JS) (Entered: 03/17/2009)
03/17/2009	<u>8</u>	NOTICE of pendency of related cases re <u>5</u> Related case order and notice of designation of track 2 per Local Rule 1.04(d) by Billy R. Kidwell. (JS) (Entered: 03/17/2009)
04/09/2009	<u>9</u>	MOTION for miscellaneous relief, specifically for Court order to stop the misappropriation of Federal taxpayer bailout money by defendants by Billy R. Kidwell. (JS) (Entered: 04/09/2009)
04/10/2009	<u>10</u>	ORDER denying <u>9</u> Motion for Court Order to Stop the Misappropriation of Federal Taxpayer Bailout Money by Defendants. Signed by Magistrate Judge Douglas N. Frazier on 4/10/2009. (brh) (Entered: 04/10/2009)
04/27/2009	<u>11</u>	NOTICE of Appearance by Henry Salas on behalf of Percy N. Barmevik (Salas, Henry) (Entered: 04/27/2009)
04/27/2009	<u>12</u>	NOTICE of Appearance by Henry Salas on behalf of Erskine B. Bowles

		(Salas, Henry) (Entered: 04/27/2009)
04/27/2009	<u>13</u>	NOTICE of Appearance by Henry Salas on behalf of John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen (Salas, Henry) (Entered: 04/27/2009)
04/27/2009	<u>14</u>	NOTICE of Appearance by Henry Salas on behalf of Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer (Salas, Henry) (Entered: 04/27/2009)
04/27/2009	<u>15</u>	NOTICE of Appearance by Henry Salas on behalf of G. Richard Wagoner (Salas, Henry) (Entered: 04/27/2009)
04/27/2009	<u>16</u>	MOTION for Phyllis B. Sumner to appear pro hac vice by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit Certificate of Good Standing, # <u>2</u> Text of Proposed Order Proposed Order Granting Special Admission Pro Hac Vice)(Salas, Henry) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 04/27/2009)
04/27/2009	<u>17</u>	MOTION for sanctions <i>Against Plaintiff Under Federal Rule of Civil Procedure 11 and Incorporated Memorandum of Law</i> by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H, # <u>9</u> Exhibit I, # <u>10</u> Exhibit J, # <u>11</u> Exhibit K, # <u>12</u> Exhibit L, # <u>13</u> Exhibit M)(Salas, Henry) (Entered: 04/27/2009)
04/27/2009	<u>18</u>	MOTION for extension of time to file answer or otherwise plead re <u>1</u> Complaint <i>And To Stay Rule 26 Obligations</i> by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H)(Salas, Henry) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 04/27/2009)
04/27/2009	<u>19</u>	NOTICE of <i>Attorney</i> Appearance by Alejandro Perez on behalf of Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik (Perez, Alejandro) (Entered: 04/27/2009)
04/27/2009	<u>21</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Erskine B. Bowles. (JS) (Entered: 04/30/2009)
04/27/2009	<u>22</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Percy N. Barnevik. (JS) (Entered: 04/30/2009)
04/27/2009	<u>23</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to G. Richard Wagoner. (JS) (Entered: 04/30/2009)

04/27/2009	<u>24</u>	NOTICE of filing waiver of service of summons by Billy R. Kidwell. (JS) (Entered: 04/30/2009)
04/27/2009	<u>25</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Carolyn Westberg. (JS) Modified on 6/1/2009 Document stricken per order Doc. 41 Motion reinstated per order Doc. 41 (JS). Modified on 7/8/2009 DOCUMENT STRICKEN per order Doc. 62 (JS). (Entered: 04/30/2009)
04/27/2009	<u>26</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Eckhard Pfeiffer. (JS) (Entered: 04/30/2009)
04/27/2009	<u>27</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to E. Stanley O'Neal. (JS) (Entered: 04/30/2009)
04/27/2009	<u>28</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Phillip A. Laskawy. (JS) (Entered: 04/30/2009)
04/27/2009	<u>29</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Karen Katen. (JS) (Entered: 04/30/2009)
04/27/2009	<u>30</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Ellen J. Kullman. (JS) (Entered: 04/30/2009)
04/27/2009	<u>31</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Kent Kresa. (JS) (Entered: 04/30/2009)
04/27/2009	<u>32</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to George M.C. Fisher. (JS) (Entered: 04/30/2009)
04/27/2009	<u>33</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to Armando M. Codina. (JS) (Entered: 04/30/2009)
04/27/2009	<u>34</u>	WAIVER OF SERVICE returned executed on 3/13/09 by Billy R. Kidwell as to John H. Bryan. (JS) (Entered: 04/30/2009)
04/28/2009	<u>20</u>	ENDORSED ORDER granting <u>16</u> motion to appear pro hac vice of Phyllis B. Sumner. See Order for details. Signed by Magistrate Judge Douglas N. Frazier on 4/28/2009. (BAS) (Entered: 04/28/2009)
05/01/2009	<u>35</u>	CERTIFICATE of interested persons and corporate disclosure statement by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 05/01/2009)
05/01/2009	<u>36</u>	MOTION to strike <u>25</u> Waiver of service executed <i>as to Carolyn Westberg</i> by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Perez, Alejandro) Modified on 6/11/2009 Motion reinstated per order Doc. 44 (JS). (Entered: 05/01/2009)
05/11/2009	<u>37</u>	ORDER staying the responses to the Complaint for G. Richard Wagoner,

		Percy Barnevik, Erskine Bowles, John Bryan, Armando Codina, George Fisher, Karen Katen, Kent Kresa, Ellen Kullman, Phillip Laskawy, E. Stanley O'Neal, and Eckhard Pfeiffer and their Rule 26 Disclosures until such time as the Plaintiff, Billy Kidwell has the statutory time to respond to the Motion for Extension of Time <u>18</u> and the Court renders a decision on the Motion for Extension of Time. Signed by Magistrate Judge Douglas N. Frazier on 5/11/2009. (brh) (Entered: 05/11/2009)
05/12/2009	<u>38</u>	MOTION for more definite statement with memorandum and exhibits by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G)(JS) (Entered: 05/14/2009)
05/19/2009	<u>39</u>	MOTION to dismiss Complaint (document titled Defendants GM Executives' Memorandum of Law in Support of Motion to Dismiss for Failure to State a Claim) by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A)(Perez, Alejandro) Modified on 5/20/2009 to edit docket text (SLU). (Entered: 05/19/2009)
05/27/2009	<u>40</u>	RESPONSE in opposition re <u>38</u> MOTION for more definite statement filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Perez, Alejandro) (Entered: 05/27/2009)
05/28/2009	<u>41</u>	ORDER granting <u>36</u> Motion to Strike Docket Entry No. 25; and granting in part and denying in part <u>18</u> Motion for Extension of Time to Respond to Complaint and to Stay Rule 26 Obligations. The Waiver of the Service of Summons <u>25</u> is hereby stricken. The Clerk is directed to indicate on the docket that the Waiver of the Service of Summons is stricken. All Rule 26 disclosures are stayed until the Rule 11 Motion for Sanctions is determined. Signed by Magistrate Judge Douglas N. Frazier on 5/28/2009. (brh) (Entered: 05/28/2009)
05/28/2009	<u>42</u>	PLAINTIFF'S ANSWER to motion re <u>17</u> MOTION for sanctions <i>Against Plaintiff Under Federal Rule of Civil Procedure 11 and Incorporated Memorandum of Law</i> filed by Billy R. Kidwell. (JS) (Entered: 05/29/2009)
06/03/2009	<u>43</u>	MOTION to vacate by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A)(Perez, Alejandro) (Entered: 06/03/2009)
06/04/2009	<u>44</u>	ORDER granting <u>43</u> Motion to Vacate <u>41</u> Order on Motion to Strike Docket Entry No. 25, Certificate of Waiver of Service for Defendant Carolyn Westberg. The Clerk is to reinstate the Motion to Strike Docket Entry No. 25, Certificate of Waiver of Service <u>36</u> for Defendant Carolyn Westberg on the pending motion list. The Plaintiff, Billy Kidwell shall have until June 19,

		2009, in which to file a response to the Motion Strike Docket Entry No. 25, Certificate of Waiver of Service for Defendant Carolyn Westberg. Signed by Magistrate Judge Douglas N. Frazier on 6/4/2009. (brh) (Entered: 06/04/2009)
06/04/2009	<u>45</u>	ORDER denying <u>38</u> Motion for More Definite Statement. Signed by Magistrate Judge Douglas N. Frazier on 6/4/2009. (brh) (Entered: 06/04/2009)
06/05/2009	<u>46</u>	MOTION for court directed judgment of default against defendants for obstruction, spoliation of evidence, and fraud on Court, with incorporated memorandum and exhibits by Billy R. Kidwell. (JS) (Entered: 06/05/2009)
06/05/2009	<u>47</u>	AFFIDAVIT of Billy Kidwell in support re: <u>46</u> MOTION for a default judgment against the defendants by Billy R. Kidwell. (JS) (Entered: 06/05/2009)
06/05/2009	<u>48</u>	VERIFIED MOTION to set aside and reconsider re <u>41</u> Order on motion to strike Order on motion for extension of time to answer by Billy R. Kidwell. (JS) (Entered: 06/05/2009)
06/09/2009	<u>49</u>	ORDER denying <u>48</u> Verified Motion to Set Aside and Reconsider Order Striking Waiver of Service of Summons for Defendant Carolyn Westberg. Signed by Magistrate Judge Douglas N. Frazier on 6/9/2009. (brh) (Entered: 06/09/2009)
06/11/2009	<u>50</u>	MOTION for miscellaneous relief, specifically for impartial hearing body and minimum due process with incorporated memorandum by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(JS) (Entered: 06/12/2009)
06/11/2009	<u>51</u>	MOTION to strike Defendant's Rule 11 Motion <u>17</u> MOTION for sanctions <i>Against Plaintiff Under Federal Rule of Civil Procedure 11 and Incorporated Memorandum of Law</i> , <u>39</u> Oral MOTION to dismiss Complaint and MOTION to amend his Complaint with incorporated memorandum by Billy R. Kidwell. (JS) (Entered: 06/12/2009)
06/11/2009	<u>52</u>	AFFIDAVIT of Billy Kidwell by Billy R. Kidwell. (JS) (Entered: 06/12/2009)
06/18/2009	<u>53</u>	MOTION to strike <i>Affidavit of Billy Kidwell</i> by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 06/18/2009)
06/18/2009	<u>54</u>	MEMORANDUM in opposition re <u>46</u> Motion for default judgment filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A)(Perez, Alejandro) (Entered: 06/18/2009)
06/19/2009	<u>55</u>	MOTION to disqualify Magistrate Judge with incorporated memorandum by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A)(JS) (Entered: 06/22/2009)

06/22/2009	<u>56</u>	RESPONSE to reinstated motion to strike docket entry and this Court's concealment of defendant Carolyn Westberg, with incorporated memorandum filed by Billy R. Kidwell. (JS) (Entered: 06/23/2009)
06/29/2009	<u>57</u>	RESPONSE in opposition re <u>50</u> MOTION for miscellaneous relief, specifically for impartial hearing body and minimum due process with incorporated memorandum filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 06/29/2009)
06/29/2009	<u>58</u>	RESPONSE in opposition re <u>51</u> MOTION to strike <u>17</u> MOTION for sanctions <i>Against Plaintiff Under Federal Rule of Civil Procedure 11 and Incorporated Memorandum of Law</i> , <u>39</u> Oral MOTION to dismiss Complaint MOTION to amend/correct <u>1</u> Complaint MOTION to strike <u>17</u> MOTION for sanctions <i>Against Plaintiff Under Federal Rule of Civil Procedure 11 and Incorporated Memorandum of Law</i> , <u>39</u> Oral MOTION to dismiss Complaint MOTION to amend/correct <u>1</u> Complaint filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 06/29/2009)
06/29/2009	<u>59</u>	MOTION for miscellaneous relief, specifically for Title 28:1927 relief from defendant's counsel, with incorporated memorandum, and supporting affidavit by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit)(kma) (Entered: 06/29/2009)
07/01/2009	<u>60</u>	RESPONSE to motion re <u>53</u> MOTION to strike <i>Affidavit of Billy Kidwell</i> filed by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(kma) (Entered: 07/01/2009)
07/06/2009	<u>61</u>	RESPONSE in opposition re <u>55</u> MOTION to disqualify Magistrate Judge filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 07/06/2009)
07/06/2009	<u>62</u>	ORDER granting <u>36</u> Motion to Strike Docket Entry No. 25; denying as moot <u>39</u> Motion to Dismiss for Failure to State a Claim; denying <u>46</u> Motion for Court Directed Judgment of Default Against Defendants for Obstruction, Spoilation of Evidence, and Fraud on the Court; denying <u>50</u> Motion for Impartial Hearing Body and Minimum Due Process; denying <u>51</u> Motion to Strike Defendant's Rule 11 Motion and Motion to Dismiss and granting <u>51</u> Motion to Grant Leave to Plaintiff to Amend His Complaint; denying <u>53</u> Motion to Strike Affidavit of Billy Kidwell; and denying as moot <u>17</u> Motion Seeking an Award of Sanctions Against Plaintiff Under Federal Rule of Civil Procedure 11. The Plaintiff has 30 days in which to file an Amended Complaint. See Order for details. Signed by Magistrate Judge Douglas N. Frazier on 7/6/2009. (brh) Modified on 7/21/2009 (brh). (Entered: 07/06/2009)

07/07/2009	<u>63</u>	ORDER denying <u>55</u> Motion to Disqualify Magistrate Judge. Signed by Magistrate Judge Douglas N. Frazier on 7/7/2009. (brh) (Entered: 07/07/2009)
07/07/2009	<u>64</u>	MEMORANDUM contra to GM Executives re <u>57</u> Response in opposition to impartial hearing body filed by Billy R. Kidwell. (JS) Modified on 7/10/2009 Stricken per order Doc. <u>65</u> (JS). (Entered: 07/08/2009)
07/09/2009	<u>65</u>	ORDER striking the Plaintiff's Memorandum Contra to GM Executives Opposition to Impartial [sic] Hearing Body <u>64</u> . The Clerk is directed to indicate on the docket sheet that this document is stricken. The Court will retain the document for record purposes. Signed by Magistrate Judge Douglas N. Frazier on 7/9/2009. (brh) (Entered: 07/09/2009)
07/09/2009	<u>66</u>	MOTION for miscellaneous relief, specifically for Court to abide by Florida law with memorandum by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E)(JS) (Entered: 07/10/2009)
07/16/2009	<u>67</u>	RESPONSE in opposition re <u>59</u> MOTION for miscellaneous relief, specifically for Title 28:1927 relief from defndant's counsel, with incorporated memorandum and supporting affidavit filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 07/16/2009)
07/20/2009	<u>68</u>	MOTION for EMERGENCY Protective Order with incorporated memorandum of law by Billy R. Kidwell. (JS) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 07/20/2009)
07/22/2009	<u>69</u>	ORDER denying <u>68</u> Motion for Emergency Protective Order. Signed by Magistrate Judge Douglas N. Frazier on 7/22/2009. (brh) (Entered: 07/22/2009)
07/22/2009	<u>70</u>	ORDER denying <u>59</u> Motion for Title 28 Section 1927 Relief From Defendant's Counsel. Signed by Magistrate Judge Douglas N. Frazier on 7/22/2009. (brh) (Entered: 07/22/2009)
07/22/2009	<u>71</u>	MOTION for miscellaneous relief, specifically for Chief Judge to investigate a "fraud on this court" by Billy R. Kidwell. (SLU) (Entered: 07/22/2009)
07/22/2009	<u>72</u>	OBJECTION re <u>62</u> Order on motion to strike Order on motion to dismiss Order on motion for default judgment Order on Motion for Miscellaneous Relief Order on motion to amend/correct Order on motion for sanctions; ORAL argument and evidentiary hearing requested by Billy R. Kidwell. (SLU) (Entered: 07/22/2009)
07/22/2009	<u>73</u>	ORDER TO SHOW CAUSE requiring the parties to show cause within 11 days why this case should not be dismissed for failure to file a Case Management Report. Signed by Magistrate Judge Douglas N. Frazier on 7/22/2009. (brh) (Entered: 07/22/2009)
07/23/2009	<u>74</u>	ORDER requiring the Defendants to file responses on or before July 30, 2009

		to the Motion for Chief Judge to Investigate a "Fraud on This Court" <u>71</u> , and the Plaintiff's Objections to the Magistrates [sic] Judge's Order of July 6, 2009 Denying Plaintiff's Objections to Striking the Certificate of Waiver of Service for Defendant Carolyn Westberg <u>72</u> . Signed by Magistrate Judge Douglas N. Frazier on 7/23/2009. (brh) (Entered: 07/23/2009)
07/23/2009	<u>75</u>	AMENDED ORDER amending Order <u>74</u> . On or before July 30, 2009, the Defendants shall file responses to the Motion for Chief Judge to Investigate a "Fraud on This Court" <u>71</u> , and the Plaintiff's Objections to the Magistrates [sic] Judge's Order of July 6, 2009 Denying Plaintiff's Objections to Striking the Certificate of Waiver of Service for Defendant Carolyn Westberg <u>72</u> . Signed by Magistrate Judge Douglas N. Frazier on 7/23/2009. (brh) (Entered: 07/23/2009)
07/24/2009	<u>76</u>	RESPONSE in opposition re <u>66</u> MOTION for miscellaneous relief, specifically for Court to abide by Florida law with memorandum filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 07/24/2009)
07/30/2009	<u>77</u>	MEMORANDUM in opposition re <u>71</u> Motion for miscellaneous relief, <u>72</u> Objection, <u>74</u> Order, <u>75</u> Amended order <i>and Motion to Strike DE 71</i> filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Affidavit of Phyllis B. Sumner, Esq., # <u>4</u> Affidavit of Phyllis B. Sumner, Esq. - Exhibit A, # <u>5</u> Affidavit of Phyllis B. Sumner, Esq. - Exhibit B)(Perez, Alejandro) (Entered: 07/30/2009)
07/30/2009	<u>78</u>	MOTION for miscellaneous relief, specifically for Magistrate Douglas N. Frazier to abide by the doctrine of collateral estoppel by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A- Letter, # <u>2</u> Exhibit B- Affidavit of Billy Kidwell)(JS) (Entered: 07/31/2009)
07/30/2009	<u>79</u>	MOTION for miscellaneous relief, specifically to clarify employment of Defendant Carolyn Westberg issue and prove a fraud on this Court, MOTION to produce tape recording of Plaintiff's Lemon Law hearing by Billy R. Kidwell. (JS) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 07/31/2009)
08/03/2009	<u>80</u>	RESPONSE TO ORDER TO SHOW CAUSE re <u>73</u> Order to show cause filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 08/03/2009)
08/03/2009	<u>81</u>	MOTION for miscellaneous relief, specifically for Chief Judge to require Magistrate Douglas N. Frazier to abide by the code of conduct for the United States Judges by Billy R. Kidwell. (JS) (Entered: 08/04/2009)
08/03/2009	<u>82</u>	MOTION for miscellaneous relief, specifically to stop the proliferation of

		litigation by getting to the truth as to Defendant Westberg, and misconduct, in the case at bar by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(JS) (Entered: 08/04/2009)
08/10/2009	<u>83</u>	APPEAL of Magistrate Judge ruling to Chief Judge District Court by Billy R. Kidwell re <u>73</u> Order to show cause (SLU) (Entered: 08/11/2009)
08/14/2009	<u>84</u>	ORDER denying <u>66</u> Motion for Court to Abide by Florida Law; denying <u>78</u> Motion for Magistrate Douglas N. Frazier to Abide by the Doctrine of Collateral Estoppel; denying <u>79</u> Motion for Defendants to Produce Tape Recording of Plaintiff's Lemon Law Hearing, to Clairify (sic) Employment of Defendant Carolyn Westberg Issue, and Prove a Fraud on this Court; and, granting Motion to Stop the Proliferation of Litigation by Getting to the Truth as to Defendant Westberg, and Misconduct, in the Case at Bar to the limited extent that the Defendants shall file a Notice with the Court including a last known address for Carolyn Westberg if the Defendants have one in their files, or include a statement that the Defendants do not have an address for Carolyn Westberg; and in all other respects, the Motion to Stop the Proliferation of Litigation by Getting to the Truth as to Defendant Westberg, and Misconduct, in the Case at Bar is denied. Signed by Magistrate Judge Douglas N. Frazier on 8/14/2009. (brh) (Entered: 08/14/2009)
08/17/2009	<u>85</u>	MEMORANDUM in opposition re <u>81</u> Motion for miscellaneous relief filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevik. (Perez, Alejandro) (Entered: 08/17/2009)
08/17/2009	<u>86</u>	MOTION for miscellaneous relief, specifically to Reinstate Rule 11 Motion for Sanctions (D.E. 17) and Rule 12(b)(6) Motion to Dismiss for Failure to State a Claim (D.E. 39) by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevik. (Perez, Alejandro) (Entered: 08/17/2009)
08/17/2009	<u>87</u>	MOTION for late filing or MOTION for enlargement of time by Billy R. Kidwell. (Attachments: # <u>1</u> Proposed Document filed separately in Court file) (JS) (Entered: 08/19/2009)
08/21/2009	<u>88</u>	ORDER ATTACHED directing Plaintiff to file an Amended Complaint on or before September 18, 2009, failing which this case will be dismissed without notice and without prejudice. Defendants shall file their responses to the amended complaint within 20 days of the receipt of the amended complaint. All pending motions, as well as the appeal from the Magistrate Judge's Order are denied as moot. Signed by Judge Richard A. Lazzara on 8/21/2009. (SKH) (Entered: 08/21/2009)
08/21/2009	<u>89</u>	MOTION for issuance of order to the GM Defendants to confer with the pro se plaintiff for a case management report by Billy R. Kidwell. (SLU) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 08/21/2009)
08/27/2009	90	ENDORSED ORDER directing the Clerk to file the Amended Complaint at Dkt. 87, Attachment 1. Defendants shall file their responses within 20 days of

		the receipt of the Amended Complaint. Signed by Judge Richard A. Lazzara on 8/27/2009. (SKH) (Entered: 08/27/2009)
08/27/2009	<u>91</u>	AMENDED COMPLAINT seeking punitive damages, declaratory, and injunctive relief against General Motors Company, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, Carolyn Westberg, G. Richard Wagoner, Percy N. Barmevisk with Jury Demand terminating Rumberg, Kirk & Caldwell filed by Billy R. Kidwell. Related document: <u>1</u> Complaint filed by Billy R. Kidwell.(SLU) (Entered: 08/27/2009)
08/28/2009	<u>92</u>	NOTICE by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevisk re <u>84</u> Order on Motion for Miscellaneous Relief Order on motion to produce <i>Providing the Court with last known address for Carolyn Westberg or in the Alternative, a notification that they do not have an address for Carolyn Westberg</i> (Attachments: # <u>1</u> Exhibit A)(Perez, Alejandro) (Entered: 08/28/2009)
09/04/2009	<u>93</u>	MEMORANDUM in opposition re <u>89</u> Motion for issuance <i>and Motion TO STAY ALL FEDERAL RULE 26 AND LOCAL RULE 3.05 OBLIGATIONS</i> filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevisk. (Attachments: # <u>1</u> Exhibit A)(Perez, Alejandro) (Entered: 09/04/2009)
09/16/2009	<u>94</u>	MOTION to strike <u>86</u> motion by the GM Defendants to reinstate their rule 11 motion for sanctions and motion to dismiss for failure to state a claim by Billy R. Kidwell. (SLU) (Entered: 09/16/2009)
09/16/2009	<u>95</u>	AMENDED AND RENEWED MOTION to dismiss Plaintiff's Amended Complaint for failure to state a claim and memorandum in support by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevisk. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E)(Perez, Alejandro) Modified on 9/17/2009 to edit docket text (SLU). (Entered: 09/16/2009)
09/16/2009	<u>96</u>	AMENDED AND RENEWED DISPOSITIVE MOTION and memorandum of law for sanctions against plaintiff <i>under Federal Rule of Civil Procedure 11</i> by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevisk. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H, # <u>9</u> Exhibit I, # <u>10</u> Exhibit J, # <u>11</u> Exhibit K, # <u>12</u> Exhibit L, # <u>13</u> Exhibit M, # <u>14</u> Exhibit N, # <u>15</u> Exhibit O, # <u>16</u> Exhibit P, # <u>17</u> Exhibit Q, # <u>18</u> Exhibit R, # <u>19</u> Exhibit S, # <u>20</u> Exhibit T, # <u>21</u> Exhibit U, # <u>22</u> Exhibit V)(Perez, Alejandro) Modified

		on 9/17/2009 to edit docket text (SLU). (Entered: 09/16/2009)
09/18/2009	<u>97</u>	RESPONSE to <u>96</u> MOTION for sanctions <i>under Federal Rule of Civil Procedure 11</i> by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D)(SLU) Modified on 12/16/2009 to edit docket text pursuant to <u>131</u> (SLU). (Entered: 09/21/2009)
09/21/2009	<u>98</u>	ORDER denying <u>89</u> Motion to Order the GM Defendants to Confer with the Pro Se Plaintiff for a Case Management Report; denying as moot <u>94</u> Motion to Strike Motion by the GM Defendants to Reinstate Their Rule 11 Motion for Sanctions and Motion to Dismiss for Failure to State a Claim. Within 30 days, the Plaintiff and the Defendants shall separately complete and file the Case Management Report attached to the Related Case Order and Track Two Notice <u>5</u> . Upon receipt of both Case Management Reports, the Court will enter thereafter a Case Management and Scheduling Order. Signed by Magistrate Judge Douglas N. Frazier on 9/21/2009. (brh) (Entered: 09/21/2009)
09/23/2009	<u>99</u>	MOTION to show cause, MOTION for Evidentiary Hearing by Billy R. Kidwell. (Attachments: # <u>1</u> Affidavit Billy Ray Kidwell, # <u>2</u> Affidavit Tana Kidwell, # <u>3</u> Exhibit, # <u>4</u> Exhibit)(SLU) (Entered: 09/24/2009)
10/02/2009	<u>100</u>	RESPONSE to <u>95</u> MOTION to dismiss Plaintiff's Amended Complaint by Billy R. Kidwell. (SLU) Modified on 12/16/2009 to edit docket text pursuant to <u>131</u> (SLU). (Entered: 10/02/2009)
10/05/2009	<u>101</u>	MEMORANDUM in opposition re <u>97</u> Motion to strike filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G)(Perez, Alejandro) (Entered: 10/05/2009)
10/09/2009	<u>102</u>	MEMORANDUM in opposition re <u>99</u> Motion for order to show cause Motion for Hearing filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Perez, Alejandro) (Entered: 10/09/2009)
10/19/2009	<u>103</u>	EMERGENCY MOTION for Chief Judge Anne C. Conway for issuance of order for independent criminal investigation of corruption in the Fort Myers District Court by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit)(SLU) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 10/19/2009)
10/19/2009	<u>104</u>	RESPONSE in opposition re <u>100</u> MOTION to strike <u>95</u> MOTION to dismiss Plaintiff's Amended Complaint filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D)(Perez, Alejandro) (Entered: 10/19/2009)

10/21/2009	<u>105</u>	NOTICE of pendency of related cases re per Local Rule 1.04(d) by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevis. Related case(s): y (Perez, Alejandro) (Entered: 10/21/2009)
10/21/2009	<u>106</u>	MOTION to stay discovery by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevis. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Perez, Alejandro) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 10/21/2009)
10/21/2009	<u>107</u>	DEFENDANTS GM EXECUTIVES' PROPOSED CASE MANAGEMENT REPORT. (Perez, Alejandro) Modified on 10/22/2009 to edit docket text (SLU). (Entered: 10/21/2009)
10/23/2009	<u>108</u>	PROPOSED CASE MANAGEMENT REPORT. (Attachments: # <u>1</u> Exhibit A)(SLU) (Entered: 10/23/2009)
10/29/2009	<u>109</u>	ORDER denying <u>103</u> motion for independent criminal investigation. Signed by Chief Judge Anne C. Conway on 10/29/2009. (Conway, Anne) (Entered: 10/29/2009)
10/29/2009	<u>110</u>	ORDER denying <u>99</u> Motion to Show Cause and for Evidentiary Hearing. Signed by Magistrate Judge Douglas N. Frazier on 10/29/2009. (brh) (Entered: 10/29/2009)
11/02/2009	<u>111</u>	MOTION to amend/correct <u>91</u> Amended complaint by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(SLU) (Entered: 11/02/2009)
11/04/2009	<u>112</u>	CASE MANAGEMENT AND SCHEDULING ORDER: Final Pretrial Conference set for 9/19/2011 at 09:00 AM in Ft. Myers Courtroom 6 B before Judge Unassigned Judge, Jury Trial set for trial term 10/3/2011 at 09:00 AM in Ft. Myers Courtroom 6 B before Judge Unassigned Judge. See Order for all deadlines. Signed by Magistrate Judge Douglas N. Frazier on 11/3/2009. (BJH) (Entered: 11/04/2009)
11/10/2009	<u>113</u>	MOTION for reconsideration re <u>110</u> Order on motion for order to show cause Order on Motion for Hearing or in the alternative, request for decision on motion by District Court Judge by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G)(SLU) (Entered: 11/10/2009)
11/10/2009	<u>127</u>	APPEAL of Magistrate Judge ruling to District Court by Billy R. Kidwell re <u>110</u> Order on motion for order to show cause Order on Motion for Hearing (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G)(SLU) (Entered: 12/08/2009)
11/13/2009	<u>118</u>	CERTIFICATE of interested persons and corporate disclosure statement re <u>112</u> Case management and scheduling order, <u>5</u> Related case order and notice of designation of track 2 by Billy R. Kidwell. (kma) (Entered: 11/17/2009)

11/16/2009	<u>114</u>	ORDER permitting the Plaintiff to file a response by November 30, 2009, to the Motion to Stay Discovery Pending Resolution of Pending Dispositive Motion. Signed by Magistrate Judge Douglas N. Frazier on 11/16/2009. (brh) (Entered: 11/16/2009)
11/16/2009	<u>115</u>	MOTION for sanctions <i>under Federal Rule of Civil Procedure 11</i> against <i>pro se</i> Plaintiff Billy R. Kidwell for filing his Emergency Motion for Chief Judge, Anne C. Conway, to Order Independent Criminal Investigation of Corruption in the Fort Myers District Court (Dkt. No. 103) by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D)(Perez, Alejandro) (Entered: 11/16/2009)
11/17/2009	<u>116</u>	DEFENDANTS GM EXECUTIVES' MOTION for telephonic status conference hearing by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E)(Perez, Alejandro) Motions referred to Magistrate Judge Douglas N. Frazier. Modified on 11/17/2009 to edit event and docket text (SLU). (Entered: 11/17/2009)
11/17/2009	<u>117</u>	MEMORANDUM in opposition re <u>111</u> Motion to amend/correct filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Attachments: # <u>1</u> Exhibit A)(Perez, Alejandro) (Entered: 11/17/2009)
11/18/2009	<u>119</u>	ORDER temporarily staying the discovery in this action until a decision is made on the Motion for Telephonic Status Conference and the Motion to Stay Discovery. Signed by Magistrate Judge Douglas N. Frazier on 11/18/2009. (brh) (Entered: 11/18/2009)
11/24/2009	<u>120</u>	MEMORANDUM in opposition re <u>113</u> Motion for reconsideration, <u>110</u> Order on motion for order to show cause Order on Motion for Hearing filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) Modified on 11/24/2009 (SLU) to edit filers upon notice from counsel. (Entered: 11/24/2009)
11/30/2009	<u>121</u>	RESPONSE in opposition re <u>106</u> MOTION to stay discovery filed by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(SLU) (Entered: 11/30/2009)
11/30/2009	<u>122</u>	MOTION for miscellaneous relief, specifically for liberal construction, pursuant to Haines, and that prior erroneously titled motions be treated as responses by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D)(SLU) (Entered: 11/30/2009)
11/30/2009	<u>123</u>	RESPONSE to motion re <u>116</u> MOTION for Hearing with a specific request

		for Court to take judicial notice of defendant's ongoing dishonest conduct filed by Billy R. Kidwell. (SLU) (Entered: 11/30/2009)
12/03/2009	<u>124</u>	NOTICE of filing exhibits by Billy R. Kidwell (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H)(SLU) (Entered: 12/03/2009)
12/07/2009	<u>125</u>	ORDER granting <u>113</u> Motion for Magistrate to Re-Consider this Court's Illegal Unconstitutional Order that is Concealing and Aiding Felons and denying the relief requested. The Clerk is directed to file the Request for Decision on Motion by District Court Judge separately using a filing date of November 10, 2009. Signed by Magistrate Judge Douglas N. Frazier on 12/7/2009. (brh) (Entered: 12/07/2009)
12/07/2009	<u>126</u>	ORDER granting <u>106</u> Motion to Stay Discovery Pending Resolution of Pending Dispositive Motions; and denying <u>116</u> Motion for Telephonic Status Conference. The discovery is stayed pending the resolution of the Amended and Renewed Motion to Dismiss. Signed by Magistrate Judge Douglas N. Frazier on 12/7/2009. (brh) (Entered: 12/07/2009)
12/08/2009	<u>128</u>	RESPONSE to motion re <u>122</u> MOTION for miscellaneous relief, specifically for liberal construction filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) (Entered: 12/08/2009)
12/09/2009	<u>129</u>	REPORT AND RECOMMENDATION recommending <u>111</u> Motion to File Second Amended Complaint be denied. Signed by Magistrate Judge Douglas N. Frazier on 12/9/2009. (brh) (Entered: 12/09/2009)
12/09/2009	<u>130</u>	Case reassigned to Judge Charlene E. Honeywell. New case number: 2:09-cv-108-FtM-36DNF. Unassigned Judge no longer assigned to the case. (kma) (Entered: 12/09/2009)
12/14/2009	<u>131</u>	ORDER terminating <u>97</u> Motion to Strike; terminating <u>100</u> Motion to Strike; and, granting <u>122</u> Motion for Liberal Construction, Pursuant to Haines and that Prior Erroneously Titled Motions Be Treated as Responses. The Clerk is directed to modify the docket entries for the Motions to Strike <u>97</u> and <u>100</u> and indicate on the docket sheet that the Motion to Strike <u>97</u> is a Response to the Amended and Renewed Dispositive Motion Seeking an Award of Sanctions Against Plaintiff Under Federal Rule of Civil Procedure 11 <u>96</u> , and the Motion to Strike <u>100</u> is a Response to the Amended and Renewed Dispositive Motion to Dismiss for Failure to State a Claim <u>95</u> . The Clerk shall refer to this Order on the docket entries for the Responses <u>97</u> and <u>100</u> . Signed by Magistrate Judge Douglas N. Frazier on 12/14/2009. (brh) Modified on 12/15/2009 (brh). (Entered: 12/14/2009)
12/21/2009	<u>132</u>	NOTICE by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik re <u>120</u> Memorandum in opposition, <u>127</u> Appeal of magistrate judge ruling to district court of Adoption of Docket Entry 120 as a Response to the Appeal Filed by Plaintiff as Docket Entry 127 (Perez, Alejandro) (Entered: 12/21/2009)

		12/21/2009)
12/22/2009	<u>133</u>	SECOND MOTION to disqualify magistrate judge, MOTION to Reassign Case to impartial hearing body with incorporated memorandum by Billy R. Kidwell. (SLU) (Entered: 12/28/2009)
12/22/2009	<u>134</u>	MOTION for default judgment against Carolyn Westberg, MOTION for Hearing - trial on damages by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit A) (SLU) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 12/28/2009)
12/23/2009	<u>135</u>	MOTION for court to reconsider court order of December 7, 2009 due to clear error and due to said order "tainting" case, and court's decisions, resulting in manifest injustice, or in the alternative appeal of order to district court judge re <u>126</u> Order on motion to stay discovery Order on Motion for Hearing by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit)(kma) (Entered: 12/28/2009)
12/23/2009	<u>148</u>	APPEAL of Magistrate Judge ruling to District Court by Billy R. Kidwell (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit) (Filed per <u>147</u> Order)(kma) (Entered: 02/05/2010)
01/04/2010	<u>136</u>	MEMORANDUM in opposition re <u>133</u> Motion to disqualify judge Motion to Reassign Case filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevik. (Perez, Alejandro) (Entered: 01/04/2010)
01/04/2010	<u>137</u>	MEMORANDUM in opposition re <u>134</u> Motion for default judgment Motion for Hearing filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevik. (Perez, Alejandro) (Entered: 01/04/2010)
01/04/2010	<u>138</u>	MEMORANDUM in opposition re <u>135</u> Motion for reconsideration filed by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barmevik. (Perez, Alejandro) (Entered: 01/04/2010)
01/05/2010	<u>139</u>	COMPLAINT for ongoing criminal violations of Title 18 1341, Title 18 1503, and Title 18 4 by the GM Defendants, and this Court, with REQUEST for leave to file/present evidence to Grand Jury to seek indictments by Billy R. Kidwell. (SLU) Modified on 2/4/2010. PLEADING STRICKEN PER ORDER <u>147</u> (drn). (Entered: 01/05/2010)
01/08/2010	<u>140</u>	PLAINTIFF'S formal written objections to ongoing Title 18 1503 obstruction to this Court by the GM Defendants, to keep the plaintiff from serving Defendant Carolyn Westberg by Billy R. Kidwell (SLU) Modified on 9/2/2010 (SPB). This document has been stricken per <u>196</u> (Entered: 01/08/2010)
01/08/2010	<u>141</u>	MOTION for issuance of Court Order for polygraph tests to be administered,

		pro bono publico, and submitted to Federal Grand Jury for criminal indictments by Billy R. Kidwell. (SLU) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 01/08/2010)
01/12/2010	<u>142</u>	MOTION to strike <u>139</u> MOTION for leave to file evidence to Grand Jury to seek indictments by Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner, Percy N. Barnevik. (Perez, Alejandro) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 01/12/2010)
01/15/2010	<u>143</u>	MOTION to dismiss For Failure To State A Claim And Memorandum In Support by General Motors Company. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E)(Perez, Alejandro) (Entered: 01/15/2010)
01/22/2010	<u>144</u>	MOTION to strike <u>140</u> Notice (Other) and Response to Plaintiff's Formal Objections to Ongoing Title 18 § 1503 Obstruction (Dkt. 140), Response to Motion For Court Order For Polygraph Tests (Dkt. 141) and, MOTION for miscellaneous relief, specifically To Enjoin Plaintiff from Filing Further Motions Without Court Permission by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 01/22/2010)
02/01/2010	<u>145</u>	NOTICE of supplemental authority re <u>143</u> MOTION to dismiss For Failure To State A Claim And Memorandum In Support, <u>95</u> MOTION to dismiss Plaintiff's Amended Complaint by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner (Perez, Alejandro) (Entered: 02/01/2010)
02/03/2010	146	NOTICE OF RESCHEDULING HEARING: The Final Pretrial Conference hearing previously scheduled for 09/19/2011 is rescheduled. New scheduling date and time: Final Pretrial Conference set for 9/19/2011 at 01:30 PM in Ft. Myers Courtroom 6 B before Judge Charlene E. Honeywell (BGS) (Entered: 02/03/2010)
02/03/2010	<u>147</u>	ORDER denying <u>133</u> Second Motion to Disqualify Magistrate Judge and Motion for Case to be Assigned to Impartial Hearing Body; denying <u>134</u> Motion for Judgment of Default and Trial on Damages; denying <u>135</u> Motion for Court to Reconsider Court Order of December 7, 2009 Due to Clear Error and Due to Said Order "Tainting" Case, and Court's Decisions, Resulting in Manifest Injustice; and granting <u>142</u> Motion to Strike Plaintiff's complaint for Ongoing Criminal Violations. The Clerk is directed to file the Appeal of Order to District Court Judge <u>135</u> separately using a filing date of December 23, 2009. The Clerk is directed to strike the Complaint for Ongoing Criminal Violation of Title 18 §1341, Title 18, §1503, and Title 18, §4 by the GM Defendants, and This Court, with Request Plaintiff be Allowed to Present

		Evidence to Grand Jury to Seek Indictments <u>139</u> , indicate on the docket that it is stricken, and retain it in the record for appeal purposes. Signed by Magistrate Judge Douglas N. Frazier on 2/3/2010. (brh) (Entered: 02/03/2010)
02/08/2010	<u>149</u>	MOTION for sanctions <i>and Memorandum of Law Seeking an Award of Sanctions Against Plaintiff Under Federal Rule of Civil Procedure 11</i> by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F)(Perez, Alejandro) (Entered: 02/08/2010)
02/12/2010	<u>150</u>	NOTICE of appeal of Magistrate order of February 3, 2010 denying plaintiff's motion for judgment of default and a trial on damages by Billy R. Kidwell re <u>147</u> Order on motion to disqualify judge Order on Motion to Reassign Case Order on motion for default judgment Order on Motion for Hearing Order on motion for reconsideration Order on motion for leave to file Order on motion to strike (SPB) (Entered: 02/16/2010)
02/12/2010	<u>151</u>	NOTICE of Appeal of Magistrate order of February 3, 2010 denying plaintiff's second request to disqualify magistrate judge and for case to be assigned to impartial hearing body by Billy R. Kidwell re <u>147</u> Order on motion to disqualify judge Order on Motion to Reassign Case Order on motion for default judgment Order on Motion for Hearing Order on motion for reconsideration Order on motion for leave to file Order on motion to strike (SPB) (Entered: 02/16/2010)
02/12/2010	<u>152</u>	MOTION for miscellaneous relief, specifically for independent investigation to find how this court has "lost" stacks of exhibits filed by the plaintiff by Billy R. Kidwell. (SPB) (Entered: 02/16/2010)
02/24/2010	<u>153</u>	MEMORANDUM in opposition re <u>150</u> Appeal of magistrate judge ruling to district court filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 02/24/2010)
02/24/2010	<u>154</u>	MEMORANDUM in opposition re <u>151</u> Appeal of magistrate judge ruling to district court filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 02/24/2010)
02/24/2010	<u>155</u>	MEMORANDUM in opposition re <u>152</u> Motion for miscellaneous relief filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 02/24/2010)

03/03/2010	<u>156</u>	NOTICE of filing affidavit by Billy R. Kidwell (Attachments: # <u>1</u> Affidavit) (SPB) Modified on 9/8/2010 This document has been stricken per <u>198</u> (SPB). (Entered: 03/03/2010)
03/03/2010	<u>157</u>	NOTICE of filing affidavits proving GM attorneys have constantly lied in motions committing a fraud on this court by Billy R. Kidwell (Attachments: # <u>1</u> Affidavit)(SPB) Modified on 9/8/2010 This document has been stricken per <u>198</u> (SPB). (Entered: 03/05/2010)
03/05/2010	<u>158</u>	NOTICE of filing affidavit proving person involvement of GM Ceo Wagoner, and each former GM board of directors member, in mail fraud scheme by Billy R. Kidwell (Attachments: # <u>1</u> Affidavit)(SPB) Modified on 9/8/2010 This document has been stricken per <u>198</u> (SPB). (Entered: 03/08/2010)
03/15/2010	<u>159</u>	MOTION to strike <u>158</u> Notice (Other), <u>156</u> Notice (Other), <u>157</u> Notice (Other) by Percy N. Barmevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 03/15/2010)
03/23/2010	<u>160</u>	NOTICE of filing the affidavit of an eye-witness proving GM attorneys have constantly lied in motions committing a fraud on this court by Billy R. Kidwell (Attachments: # <u>1</u> Affidavit)(SPB) Modified on 9/8/2010 This document has been stricken per <u>198</u> (SPB). (Entered: 03/24/2010)
03/23/2010	<u>161</u>	NOTICE of filing affidavit of eye-witness providng personal involvement of GM CEO Wagoner, and each former GM Board of directors memeber, in mail fraud scheme by Billy R. Kidwell (Attachments: # <u>1</u> Affidavit)(SPB) Modified on 9/8/2010 This document has been stricken per <u>198</u> (SPB). (Entered: 03/24/2010)
03/29/2010	<u>162</u>	MOTION for protective order in response to defendant's recent motion to strike affidavits by Billy R. Kidwell. (SPB) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 03/30/2010)
03/29/2010	<u>163</u>	NOTICE of filing the affidavit of an eye-witness proving retaliation by defendants by Billy R. Kidwell (Attachments: # <u>1</u> Affidavit Eye Witness-Tana Kidwell)(SPB) This document has been stricken per <u>198</u> (SPB). (Entered: 03/30/2010)
03/31/2010	<u>164</u>	MOTION to strike <u>161</u> Notice (Other), <u>160</u> Notice (Other) by Percy N. Barmevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 03/31/2010)
03/31/2010	<u>165</u>	NOTICE by Percy N. Barmevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner re <u>96</u> MOTION for sanctions <i>under Federal Rule of Civil Procedure 11</i> , <u>95</u> MOTION to dismiss Plaintiff's

		Amended Complaint to the Court of Pending Dispositive Motions (Perez, Alejandro) (Entered: 03/31/2010)
04/01/2010	<u>166</u>	MOTION for settlement conference by Billy R. Kidwell. (SPB) (Entered: 04/01/2010)
04/02/2010	<u>167</u>	ORDER denying <u>111</u> Plaintiff's Motion to File Second Amended Complaint; adopting <u>129</u> Report and Recommendation. Signed by Judge Charlene E. Honeywell on 4/2/2010. (BGS) (Entered: 04/02/2010)
04/09/2010	<u>168</u>	ENDORSED ORDER granting <u>166</u> Motion for Settlement Conference. The conference will be held with the United States Magistrate Judge Gustave J. DiBianco on April 29, 2010 at 1:30 p.m. Signed by Judge Charlene E. Honeywell on 4/9/2010. (BGS) (Entered: 04/09/2010)
04/09/2010	<u>169</u>	ORDER re <u>168</u> Order on motion for settlement conference Signed by Magistrate Judge Gustave J. DiBianco on 4/9/2010. (BJH) (Entered: 04/09/2010)
04/12/2010	<u>170</u>	RESPONSE in opposition re <u>162</u> MOTION for protective order filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 04/12/2010)
04/12/2010	<u>171</u>	RESPONSE re <u>163</u> Notice (Other) to Plaintiff's Notice of Filing Affidavit and Motion to Strike filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Billy R. Kidwell, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, Rumberg, Kirk & Caldwell, G. Richard Wagoner. (Perez, Alejandro) (Entered: 04/12/2010)
04/15/2010	<u>172</u>	Emergency MOTION for miscellaneous relief, specifically TO EXCUSE PRESENCE OF PARTIES AT SETTLEMENT CONFERENCE AND POSTPONE SETTLEMENT CONFERENCE by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3, # <u>4</u> Exhibit 4, # <u>5</u> Exhibit 5, # <u>6</u> Exhibit 6, # <u>7</u> Exhibit 7, # <u>8</u> Exhibit 8)(Perez, Alejandro) (Entered: 04/15/2010)
04/16/2010	<u>173</u>	MOTION for protective order to enforce intent of Magistrate Judge Gustave J. DiBianco's Order for Settlement Conference by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit)(SPB) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 04/16/2010)
04/20/2010	<u>174</u>	ORDER granting in part and denying in part <u>172</u> Motion to excuse presence of parties at Settlement Conference is granted to the extent that the Defendants are not required to appear at the settlement confrence in person. In all other respects, the Emergency Motion to Postpone Settlement Conference is denied and the settlement conference will go forward on April 29,2010 at 1:30p.m.;granting in part and denying in part <u>173</u> Motion for

		protective order to enforce intent of Magistrate Judge Gustave J. DiBianco's order for Settlement Conference is granted to the extent that the Settlement Conference will go forward on April 29, 2010, at 1:30 p.m., and no additional motions of any kind may be filed by any party until the conclusion of the settlement conference. In all other respects, the Motion for Protective order is denied. Signed by Magistrate Judge Gustave J. DiBianco on 4/20/2010. (SPB) Modified to correct docket text on 4/21/2010 (SPB) (Entered: 04/20/2010)
04/20/2010	<u>175</u>	NOTICE to the Courts to take judicial notice regarding plaintiff's past, pending and future motions by Billy R. Kidwell. (SPB) (Entered: 04/22/2010)
04/21/2010	<u>176</u>	RESPONSE to Defendant's unwarranted designation of a Motion, as being an "emergency" motion, with the request for sanctions againsts Defendants re <u>172</u> Emergency MOTION for miscellaneous relief, specifically TO EXCUSE PRESENCE OF PARTIES AT SETTLEMENT CONFERENCE AND POSTPONE SETTLEMENT CONFERENCE filed by Billy R. Kidwell. (SPB) (Entered: 04/22/2010)
04/29/2010	<u>177</u>	Minute Entry. Proceedings held before Magistrate Judge Gustave J. DiBianco: Settlement Conference held on 4/29/2010. Settlement not reached. (BJH) (Entered: 04/29/2010)
05/03/2010	<u>178</u>	NOTICE to the Courts to take judicial notice regarding waived bankruptcy court protection on warranty issues by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit)(SPB) (Entered: 05/04/2010)
05/04/2010	<u>179</u>	MEMORANDUM in opposition re <u>175</u> Notice to the Courts to take judicial notice filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 05/04/2010)
05/04/2010	<u>180</u>	MEMORANDUM in opposition re <u>176</u> Response filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 05/04/2010)
05/10/2010	<u>181</u>	REQUEST for mandatory Judicial Notice of Quasi- Judicial Lemon Law Decision by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit)(SPB) (Additional attachment(s) added on 5/11/2010: # <u>6</u> Main Document) (SPB). (Entered: 05/10/2010)
05/13/2010	<u>182</u>	MOTION to stay motion practice until resolution of dependants pending dispositive motions by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Perez, Alejandro) Modified on 5/14/2010 to correct docket entry (SPB). (Entered: 05/13/2010)
05/13/2010	<u>183</u>	RESPONSE re <u>178</u> Notice to the Courts to take judicial notice filed by Percy

		N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 05/13/2010)
05/19/2010	<u>184</u>	OBJECTION to U.S. District Court Judge of unconstitutional disparity in treatment of parties that has irreparably harmed plaintiff, and tarp fraud by Billy R. Kidwell. (SPB) (Entered: 05/19/2010)
05/24/2010	<u>185</u>	EMERGENCY MOTION for miscellaneous relief, specifically Judicial Notice of Bankruptcy Court order authorizing sale pursuant to master sale and purchase agreement by General Motors, proving personal involvement by GM Defendants in falsifying complete record of this case, and the intentional aggravation of plaintiff's disabilities, by each named GM Executive Defendant in this case, with a request for compensatory and punitive sanctions by Billy R. Kidwell. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit, # <u>6</u> Exhibit, # <u>7</u> Exhibit, # <u>8</u> Exhibit, # <u>9</u> Exhibit)(SPB) (Entered: 05/24/2010)
05/24/2010	<u>186</u>	MEMORANDUM in opposition re <u>181</u> Notice to the Courts to take judicial notice of <i>Quasi-Judicial Lemon Law Decision</i> filed by General Motors Company. (Salas, Henry) (Entered: 05/24/2010)
05/27/2010	<u>187</u>	MOTION to strike defendants unconstitutional motion to stay motion practice, or for other appropriate relief and motion to show cause re <u>182</u> MOTION to stay MOTION PRACTICE UNTIL RESOLUTION OF DEFENDANTS PENDING DISPOSITIVE MOTIONS by Billy R. Kidwell. (Attachments: #(1) Exhibits)(drm) Motions referred to Magistrate Judge Douglas N. Frazier. (Entered: 05/27/2010)
06/01/2010	<u>188</u>	RESPONSE in opposition re <u>184</u> Objection to U.S. District Court Judge filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) Modified on 6/2/2010 to correct docket entry (SPB). (Entered: 06/01/2010)
06/07/2010	<u>189</u>	RESPONSE in opposition re <u>185</u> MOTION for miscellaneous relief, specifically Judicial Notice filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 06/07/2010)
06/09/2010	<u>190</u>	MEMORANDUM in opposition re <u>187</u> Motion to strike filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 06/09/2010)
07/19/2010	<u>191</u>	NOTICE of filing general motors board of directors corporate governance guidelines by Billy R. Kidwell (SPB) (Entered: 07/19/2010)

07/27/2010	<u>192</u>	ORDER denying <u>141</u> Plaintiff's Motion for court order for polygraph tests to be administered as frivolous; and denying <u>152</u> Motion for independent investigation as frivolous. No facts before the Court compel the administration of an independent investigation or of a polygraph test. Plaintiff is cautioned with regard to filing motions that have no basis in law or fact, as they may subject Plaintiff to sanctions. Such motions do not serve the Court's interest of preserving judicial resources. Should Plaintiff persist in filing such motions, the Court WILL impose sanctions. Signed by Judge Charlene E. Honeywell on 7/27/2010. (BGS) (Entered: 07/27/2010)
07/27/2010	193	ENDORSED ORDER denying <u>187</u> Plaintiff's Motion to strike as frivolous. Further, a motion to strike is not the proper way to challenge Defendants' motion to stay motion practice. Signed by Judge Charlene E. Honeywell on 7/27/2010. (BGS) (Entered: 07/27/2010)
07/28/2010	<u>194</u>	NOTICE by General Motors Company re <u>96</u> MOTION for sanctions <i>under Federal Rule of Civil Procedure 11</i> , <u>149</u> MOTION for sanctions <i>and Memorandum of Law Seeking an Award of Sanctions Against Plaintiff Under Federal Rule of Civil Procedure 11</i> , <u>143</u> MOTION to dismiss For Failure To State A Claim And Memorandum In Support, <u>95</u> MOTION to dismiss Plaintiff's Amended Complaint (Perez, Alejandro) (Entered: 07/28/2010)
09/01/2010	<u>195</u>	ORDER DEFERRING RULING <u>96</u> and <u>149</u> Defendant's Motion for Sanctions pending the resolution of this case on the merits. The Clerk is directed to terminate the Motions at docket 96 and docket 149. Defendants may re-file their Motions for Sanctions upon the conclusion of this case. Signed by Judge Charlene E. Honeywell on 9/1/2010. (BGS) (Entered: 09/01/2010)
09/01/2010	<u>196</u>	ORDER granting <u>144</u> Motion to Strike. The Clerk is directed to strike the Formal Written Objections to Ongoing Title 18 §1503 Obstruction to This Court by the GM Defendants, to keep the Plaintiff from Serving Defendant Carolyn Westberg <u>140</u> and indicate on the docket that it is stricken. The Clerk shall retain the document on the docket for record purposes. Signed by Magistrate Judge Douglas N. Frazier on 9/1/2010. (brh) (Entered: 09/01/2010)
09/02/2010	<u>197</u>	ORDER deferring ruling <u>115</u> Defendant's Motion for Sanctions pending the resolution of the entire case on the merits. Defendants' request for a pre-filing injunction is DENIED. The Clerk is directed to terminate the Motion at docket 115. Defendants may re-file their Motion for Sanctions upon the conclusion of this case. Signed by Judge Charlene E. Honeywell on 9/2/2010. (BGS) (Entered: 09/02/2010)
09/07/2010	<u>198</u>	ORDER granting <u>159</u> Motion to Strike; denying <u>162</u> Motion for Protective Order; granting <u>164</u> Motion to Strike; and granting <u>171</u> Motion to Strike. The Clerk is directed to strike the Notices of Filing Affidavits <u>156</u> , <u>157</u> , <u>158</u> , <u>160</u> , <u>161</u> , and <u>163</u> and indicate on the docket that they have been stricken. The Clerk shall retain these affidavits in the docket for record purposes. Signed by Magistrate Judge Douglas N. Frazier on 9/7/2010. (brh) (Entered: 09/07/2010)

09/10/2010	<u>199</u>	ORDER granting <u>95</u> Defendants GM Executives' Motion to dismiss. Plaintiff's Amended Complaint is dismissed, without prejudice, as to the GM Executives; granting <u>143</u> Defendant General Motors LLC's Motion to dismiss. Plaintiff's Amended Complaint is dismissed with prejudice as to General Motors LLC. Plaintiff shall have TWENTY-ONE (21) DAYS to file a second amended complaint, if he can in good faith allege a proper cause of action. Plaintiff is reminded and cautioned of his obligation to file pleadings in good faith and not for the purpose of harassment. In addition to the requirements of Rule 8, Fed. R. Civ. P., factual contentions in the amended complaint must have evidentiary support. See Rule 11(b), Fed. R. Civ. P. The Clerk is directed to enter judgment accordingly and terminate this matter as to Defendant General Motors LLC. Signed by Judge Charlene E. Honeywell on 9/10/2010. (BGS) (Entered: 09/10/2010)
09/10/2010	<u>200</u>	ENDORSED ORDER denying as moot <u>182</u> Motion to stay. Signed by Judge Charlene E. Honeywell on 9/10/2010. (BGS) (Entered: 09/10/2010)
09/14/2010	<u>201</u>	JUDGMENT dismissing General Motors LLC with prejudice. (Signed by Deputy Clerk) (SPB) (Entered: 09/14/2010)
09/23/2010	<u>202</u>	MOTION for reconsideration and Objection of September 10, 2010 Order <u>201</u> Judgment (SPB) Modified on 10/8/2010, to correct docket entry typo (SPB). Modified on 10/15/2010 to correct docket entry (kma). (Entered: 09/24/2010)
10/07/2010	<u>203</u>	MEMORANDUM in opposition re <u>202</u> Objection filed by General Motors Company. (Perez, Alejandro) (Entered: 10/07/2010)
10/08/2010	<u>204</u>	NOTICE OF INTERLOCUTORY APPEAL as to <u>201</u> Judgment. Filing fee not paid. (SPB) Modified on 10/15/2010 to correct docket entry (kma). (Entered: 10/08/2010)
10/12/2010	<u>205</u>	ORDER directing Defendant General Motors LLC to address the merits of Plaintiff's Objection of September 23, 2010. Signed by Judge Charlene E. Honeywell on 10/12/2010. (MP) (Entered: 10/12/2010)
10/12/2010	<u>206</u>	ORDER denying Plaintiff's Notices of Appeal (Docs. 150, 151). Signed by Judge Charlene E. Honeywell on 10/12/2010. (MP) (Entered: 10/12/2010)
10/12/2010	<u>207</u>	ORDER denying Plaintiff's Notice of Appeal (Doc. 127). Signed by Judge Charlene E. Honeywell on 10/12/2010. (MP) (Entered: 10/12/2010)
10/14/2010		TRANSMITTAL of initial appeal package to USCA consisting of certified copies of notice of appeal, docket sheet, order/judgment being appealed, and motion, if applicable to USCA re <u>204</u> Notice of interlocutory appeal. (slp) (Entered: 10/14/2010)
10/19/2010	<u>208</u>	MEMORANDUM in opposition re <u>203</u> Memorandum in opposition, <u>205</u> Order, <u>202</u> Motion for reconsideration to Plaintiff's "Objection" to this Court's September 10, 2010 Order dismissing Plaintiff's Claims Against General Motors LLC with Prejudice filed by General Motors Company. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C)(Perez, Alejandro) (Entered: 10/19/2010)

10/20/2010	<u>209</u>	MOTION for miscellaneous relief, specifically Demanding service of motions filed by defendants and MOTION show cause by Billy R. Kidwell. (SPB) (Entered: 10/21/2010)
10/25/2010	<u>210</u>	MOTION to show cause why defendants should not be held in contempt for violating this Court's Order of October 12, 2010 and for making false statements in their supplemental "opposition" to plaintiff's objections by Billy R. Kidwell. (SPB) (Entered: 10/25/2010)
10/26/2010	<u>211</u>	RESPONSE in opposition re <u>209</u> MOTION for miscellaneous relief, specifically Demanding service of motions filed by defendants MOTION for issuance of order to show cause filed by General Motors Company. (Attachments: # <u>1</u> Exhibit A)(Perez, Alejandro) (Entered: 10/26/2010)
10/28/2010	<u>212</u>	ORDER denying <u>209</u> Motion Demanding Service of Motions File by Defendants and Motion to Show Cause. Signed by Magistrate Judge Douglas N. Frazier on 10/28/2010. (brh) (Entered: 10/28/2010)
10/29/2010	<u>213</u>	RESPONSE in opposition re <u>210</u> MOTION for issuance of order to show cause filed by General Motors Company. (Perez, Alejandro) (Entered: 10/29/2010)
10/29/2010	<u>214</u>	NOTICE Plaintiff is being intentionally obstructed in "meaningful" access to this Court by Defendants, and MOTION to show cause by Billy R. Kidwell. (SPB) (Entered: 11/02/2010)
11/03/2010		USCA appeal fees received \$ 455 receipt number F014410 re <u>204</u> Notice of interlocutory appeal filed by Billy R. Kidwell (SPB) (Entered: 11/04/2010)
11/03/2010	<u>215</u>	NOTICE of Extreme Financial Hardship, intentionally inflicted on Plaintiff by Defendants, and this Court, obstructing Plaintiff in paying cost of appeal, causing late paying of Appeal with Exhibits by Billy R. Kidwell re <u>204</u> Notice of interlocutory appeal, (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit)(SPB) (Entered: 11/04/2010)
11/12/2010	<u>217</u>	EMERGENCY MOTION for miscellaneous relief, specifically seeking minimum due to process for plaintiff, and an EMERGENCY Court Order to stop the habitual lying in Defendant's Motions, and the ongoing violation of this Court's Case Management Order requiring attorneys in the case to comply with the ABA model rules of rules of professional conduct by Billy R. Kidwell. (SPB) (Entered: 11/15/2010)
11/13/2010	<u>216</u>	MEMORANDUM in opposition re <u>214</u> Motion for order to show cause filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 11/13/2010)
11/16/2010	<u>218</u>	ORDER ruling deferred <u>217</u> Emergency Motion for Miscellaneous Relief. Upon review of Plaintiff's Motion, the Court finds no emergency has been presented. Therefore, the motion will be addressed in due course after Defendants have the opportunity to respond, if they choose to do so. Signed by Judge Charlene E. Honeywell on 11/16/2010. (BGS) (Entered: 11/16/2010)

		11/16/2010)
11/18/2010	<u>219</u>	RESPONSE re <u>215</u> Notice (Other)Notice (Other) filed by Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, General Motors Company, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O'Neal, Eckhard Pfeiffer, G. Richard Wagoner. (Perez, Alejandro) (Entered: 11/18/2010)

Exhibit C

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**

BILLY R. KIDWELL,

Plaintiff,

v.

Case No. 2:09-cv-108-FtM-36-DNF

G. RICHARD WAGONER, et al.,

Defendants.

ORDER

This cause comes before the Court on Defendants General Motors former CEO G. Richard Wagoner and current and former members of GM Board of Directors Percy N. Barnevik, Erskine B. Bowles, John H. Bryan, Armando M. Codina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskawy, E. Stanley O’Neal, and Eckhard Pfeiffer’s (collectively the “GM Executives”) amended and renewed Motion to Dismiss (Doc. 95) filed on September 16, 2009 and Defendant General Motors LLC’s Motion to Dismiss (Doc. 143), filed on January 15, 2010. On October 2, 2009 Plaintiff filed a response to Defendant GM Executives’ Motion to Dismiss (Doc. 100). Plaintiff did not file a response to Defendant General Motors LLC’s motion to dismiss and therefore the motion is deemed unopposed. *See* M.D. Fla. R. 3.01(b). For the reasons that follow, each of Plaintiff’s claims against General Motors LLC is barred by an order of the Bankruptcy court and will be dismissed with prejudice. Plaintiff’s claims against the GM Executives will be dismissed without prejudice.

FACTS

According to the amended complaint, on January 20, 2003, Plaintiff Billy Kidwell purchased

a 2003 Chevy S-10 after watching television advertisements that featured the slogan “Like a Rock.” These advertisements also represented, either explicitly or implicitly, that Chevy trucks were dependable and safe. Plaintiff also watched commercials advertising that “Mr. Goodwrench,” a dealership-approved mechanic service, would repair GM vehicles that were under warranty. Plaintiff alleges that he watched, at minimum, thirty Chevy and GM advertisements prior to purchasing his truck. Plaintiff paid \$26,157.63 for the truck.

Plaintiff further asserts that he encountered maintenance problems with his truck. These alleged maintenance issues include problems related to the dash lights and headlights, problems with the engine starting, problems with the truck’s transmission, problems related to the gas gauge display, problems related to the car doors leaking rainwater, and problems relating to the truck’s performance at speeds exceeding forty miles an hour. Plaintiff took his truck to Palm Auto Mall for repairs, but successful repairs were never completed. Plaintiff claims that the GM dealership from which he purchased his vehicle failed to honor the truck’s warranty. Plaintiff alleges that he made numerous written appeals to GM corporation and various GM executives, but these appeals were either ignored or not addressed to Plaintiff’s satisfaction.

After several failed attempts to repair the truck, Plaintiff sent a Lemon Law Complaint to the Chevy Motor Division Customer Assistance Center in Detroit, Michigan. Plaintiff alleges that these letters were forwarded to Carolyn Westberg, an employee of the Sitel Corporation, whom Plaintiff alleges was held out to be an employee of GM. Plaintiff did not win the Lemon Law proceeding. On July 26, 2005, Plaintiff filed a Florida State law claim against GM in Charlotte County Court, Case 05-1747-CA.

On August 27, 2009, Plaintiff filed an amended complaint in this case (Doc. 91). Plaintiff’s

twelve-count amended complaint seeks damages for the following alleged acts: (1) Fraudulent advertising; (2) Wire and mail fraud; (3) Breach of warranty; (4) Fraud on the lemon law process; (5) Violation of Florida Statute section 681; (6) Fraud on state courts; (7) Violation of the Magnuson-Moss Warranty Act; (8) Violation of Plaintiff's state statutory rights; (9) Violation of Plaintiff's federal statutory rights; (10) Violation of Plaintiff's Constitutional rights; (11) Violation of RICO; and (12) Conspiracy to violate RICO.¹ The amended complaint alleges these violations against General Motors, LLC (improperly referred to as "General Motors Company") and each of the following GM executives, in his or her individual capacity: G. Richard Wagoner, Percy N. Barmevik, Erskine B. Bowles, John H. Bryan, Armando M. Condina, George M.C. Fisher, Karen Katen, Kent Kresa, Ellen J. Kullman, Phillip A. Laskaway, E. Stanley O'Neal, and Eckhard Pfeiffer. Plaintiff has also brought each of these claims against Carolyn Westberg, an employee of the Sitel Corporation. However, Ms. Westberg has not been served with process.

ANALYSIS

In order to survive dismissal, Plaintiff must "state a claim for relief that is plausible on its face." *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1949 (2009) (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. at 570); *Sinaltrainal v. Coca-Cola Co.*, No. 06-15851, 2009 U.S. App. LEXIS 17764, 13 (11th Cir. Aug. 11, 2009) ("A complaint must state a plausible claim for relief"); *see also* Fed. R. Civ. P. 12(b)(6). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Iqbal*,

¹ In the preliminary caption of Plaintiff's complaint, Plaintiff cites sixteen separate counts, but only alleges twelve counts in the body of the complaint. Thus, the Court will not give any consideration to Plaintiff's claims for "spoliation of evidence," "bailout money fraud," "retaliation against Plaintiff for exercising rights," or "unjust enrichment." These claims are dismissed.

129 S. Ct. at 1949 (citation omitted) (emphasis added); *Sinaltrainal*, 2009 U.S. App. LEXIS 17764 at *13–14 (“The mere possibility the defendant acted unlawfully is insufficient to survive a motion to dismiss”) (quoting *Iqbal*, 129 S. Ct. at 1949). Further, in order to survive a motion to dismiss, Plaintiff must allege enough “factual content to ‘nudge’ his claim[s]...across the line from conceivable to plausible.” *Iqbal*, 129 S. Ct. At 1952 (quoting *Twombly*, 550 U.S. at 570). Specifically, “[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” *Id.* at 1949 (citation omitted). “Nor does a complaint suffice if it tenders ‘naked assertion[s]’ devoid of ‘further factual enhancements.’” *Id.* at 1949 (quoting *Twombly*, 550 U.S. at 557).

In the context of RICO and fraud actions, a Plaintiff must assert “with particularity” a plausible entitlement to relief. *See* Fed. R. Civ. P. 9(b). “This particularity requirement serves an important purpose in fraud actions by alerting defendants to the precise misconduct with which they are charged and protecting defendants against spurious charges of immoral and fraudulent behavior.” *Daniels v. Nat’l City Mortgage*, 2009 U.S. Dist. LEXIS 73822, at *2 (M.D. Fla. Aug. 20, 2009) (quoting *West Coast Roofing & Waterproofing, Inc. v. Johns Manville, Inc.*, No. 07-13421, 2008 U.S. App. LEXIS 22066, at *9 (11th Cir. Jul. 24, 2008); *Andersen v. Smithfield Foods, Inc.*, 207 F. Supp. 2d 1358, 1362 (M.D. Fla. 2002) (“allegations of fraud are governed by the pleading requirements under Rule 9(b) of the Federal Rules of Civil Procedure. Specifically, the complaint must allege the ‘who, what, where, when and how’ to survive a motion to dismiss”). With respect to these subjects, understood to raise a high risk of abusive litigation, a plaintiff must state factual allegations with greater particularity than Rule 8 requires. *See Twombly*, 550 U.S. at 569 (citing Fed. R. Civ. P. 9(b)–(c)).

The Court begins its analysis by identifying allegations that, because they are mere conclusions, are not entitled to the assumption of truth.” *Iqbal*, 129 S. Ct. at 1941 (“While legal conclusions can provide the complaint’s framework, they must be supported by factual allegations.”). If any “well-pleaded factual allegations” remain in the complaint, the court “should assume their veracity and then determine whether they plausibly give rise to an entitlement to relief.” *Id.* at 1941 (emphasis added). There is no “duty on the courts to conjure up unpleaded facts that might turn a frivolous claim . . . into a substantial one.” *See Twombly*, 550 U.S. at 562.

I. Form of Plaintiff’s Complaint

Plaintiff’s amended complaint is a classic example of a shotgun pleading. Each count incorporates by reference some forty-nine (49) pages of allegations and 223 numbered paragraphs. As a consequence, it is impossible to determine the precise factual basis for each claim. The Eleventh Circuit has condemned this type of pleading. *See Magluta v. Samples*, 256 F.3d 1282, 1284 (11th Cir. 2001) (criticized on unrelated grounds). Moreover, Plaintiff’s amended complaint names fourteen separate defendants, who are each (presumably) charged in each count. The amended complaint contains allegations that “the defendants” or “the GM defendants” engaged in certain conduct, making no distinction among the defendants. Each specific count incorporates by reference Plaintiff’s “facts of the case,” which are contained in nearly 200 numbered paragraphs. The result is that each count is replete with factual allegations that cannot possibly be material to each specific count, and is of the type that has been criticized repeatedly by the Eleventh Circuit. *See, e.g., BMC Indus., Inc. v. Barth Indus., Inc.*, 160 F.3d 1322, 1326 n.6 (11th Cir. 1998) (“Each of the 14 counts incorporates by reference these 60 paragraphs, regardless of whether the allegations thereof have any bearing on the legal theory (or theories) of recovery on which the count purports

to be based”); *GJR Invs., Inc., v. County of Escambia*, 132 F.3d 1359, 1368 (11th Cir. 1998) (“Determining which factual allegations are relevant to which claim is practically impossible, as is matching specific acts of the defendants to violations of [the plaintiff’s] rights”); *Cramer v. State of Florida*, 117 F.3d 1258, 1261–63 (11th Cir. 1997) (describing Plaintiff’s pleading as being “so disorganized and ambiguous that it is almost impossible to discern precisely what it is that these [plaintiffs] are claiming” and noting that such pleadings “exact an intolerable toll on the trial court’s docket”) (overruled on unrelated grounds); *Pelletier v. Zweifel*, 921 F.2d 1465, 1518 (11th Cir. 1991), *cert. denied*, 502 U.S. 855 (1991) (criticizing Plaintiff’s rambling recitation and claims for relief, which were based on only the generalized facts pled).

II. The Claims Against General Motors LLC

In its Motion to Dismiss, General Motors LLC asserts, among other things, that Plaintiff’s claims should be dismissed because they are barred by an order of the United States Bankruptcy Court for the Southern District of New York. The Court agrees.

Plaintiff’s claims against Defendant General Motors LLC are barred by the Sale Approval Order issued by the Bankruptcy Court for the Southern District of New York on July 10, 2009. *See generally In re General Motors Corp.*, 407 B.R. 463 (Bankr. S.D.N.Y. 2009). Under the order, the newly-reorganized General Motors LLC entity acquired the old entity’s assets “free and clear of all liens, claims, encumbrances, and other interests of any kind or nature whatsoever...including right or claims based on any successor or transferee liability...”^{2 3} A “claim” is defined as “any right that

²This provision of the Sale Order is subject to certain exceptions that do not apply to the case at hand.

³“Except as expressly permitted or otherwise specifically provided by [certain addenda] or this Order, all persons and entities, including, but not limited to, all debt security

can be characterized as a right to payment, whether or not such right is reduced to judgment...disputed, undisputed, legal, equitable, secured or unsecured.” 11 U.S.C. § 101(5)(A). Therefore, through the Sale Order, the newly-reorganized General Motors LLC acquired the old entity’s assets free and clear of all claims for breach of warranty.

The Sale Order was deemed binding on all “known and unknown creditors” of “Old GM.” Thus, by the express terms approved by the Bankruptcy Court for the Southern District of New York, General Motors LLC cannot be held liable for the conduct Plaintiff alleges in the amended complaint, since such conduct occurred before July 10, 2009 and qualifies as a “claim” for the purposes of the Bankruptcy Code. *Id. See also* 11 U.S.C. 362(a)(1) (prohibiting the “commencement or continuation...of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of [debtor’s bankruptcy]”). Therefore, Plaintiff’s claims against General Motors LLC will be dismissed with prejudice.

continued

holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade creditors, dealers, employees, litigation claimants, and other creditors, holding liens, claims, encumbrances, and other interests of any kind or nature whatsoever, including rights or claims based on any successor or transferee liability, against or in a Seller or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Sellers, the Purchased Assets, the operation of the Purchased Assets prior to the Closing, or the 363 Transaction, are forever barred, estopped, and permanently enjoined (with respect to future claims or demands based on exposure to asbestos, to the fullest extent constitutionally permissible) from asserting against the Purchaser, its successors or assigns, its property, or the Purchased Assets, such persons’ or entities’ liens, claims, encumbrances, and other interests, including rights or claims based on any successor or transferee liability.” *See* GM Corporation sale order at 22–23, available at http://docs.motorsliquidationdocket.com/pdflib/2968_order.pdf (last accessed May 4, 2010). The GM sale order was determined to be “in the best interests of the Debtors, their estates and creditors, and other parties in interest.” *Id.* at 6.

III. The Claims Against the GM Executives

In their Motion to Dismiss, the GM Executives contend that Plaintiff's amended complaint fails to state a claim upon which relief can be granted. The Court agrees.

Plaintiff's Counts I and II: Fraudulent Advertising and Wire and Mail Fraud

In order to establish fraud under Florida Law, Plaintiff bears the burden of showing (1) a false statement or omission of material fact; (2) known to Defendants to be false at the time it was made; (3) made for the purpose of inducing Plaintiff to act in reliance thereon; (4) and an action taken by Plaintiff in reasonable reliance on the representation resulting in damage or injury. *Thomkins v. Lil' Joe Records, Inc.*, 476 F.3d 1294, 1315 (11th Cir. 2007). To state a claim for mail fraud under 18 U.S.C. § 1341 or wire fraud under 18 U.S.C. § 1343, Plaintiff must show (1) the existence of a scheme to defraud, (2) Defendants' knowing or intentional participation in the scheme, and (3) the use of interstate mails or wire communications in furtherance of the scheme. *Water Int'l Network v. East*, 892 F. Supp. 1477, 1481 (M.D. Fla. 1995).

Plaintiff fails to allege any facts to demonstrate that any of the GM Executives, in their individual capacities, had personal involvement in the decision to disseminate particular advertisements, much less that they disseminated these advertisements with a "knowing intent" to defraud potential customers. Instead Plaintiff alleges that "The GM Corporation, and GM Corporate Governance Defendants, used television, radio, newspapers, and magazines to advertise, interstate, that General Motors Vehicles were dependable, safe, and had a solid General Motors Warranty, and a 'Mr. Goodwrench' to care for their new GM Vehicle." Doc. 91 at 14.

Here, Plaintiff's only allegations with respect to Fraudulent Advertising and Wire and Mail Fraud involve the advertisements that Plaintiff argues induced him to purchase his Chevrolet truck.

GM's advertisements claiming that their vehicles are "built like a rock" and "the most dependable, long-lasting trucks" on the market are examples of sales puffery, which is not actionable and therefore cannot constitute fraudulent advertising, wire fraud, or mail fraud. *See United States v. Martinelli*, 454 F.3d 1300, 1317 (11th Cir. 2006) ("exaggerated opinions or hyped-up sales pitches" are not actionable). The advertisements in question are general claims of performance and superiority, and are not actionable either as RICO predicate acts or as separate causes of action. In particular, courts have found the exact advertisement language Plaintiff challenges to constitute puffery. *See, e.g., Hubbard v. Gen. Motors Corp.*, No. 95 Civ. 4362 (AGS), 1996 U.S. Dist. LEXIS 6974, at *20-21 (S.D.N.Y. May 22, 1996) (holding that GM's advertisements stating its vehicles are 'like a rock' and 'the most dependable, long-lasting trucks on the planet' are generalized and exaggerated claims, which a reasonable consumer could not rely upon as statements of fact and are thus sales puffery).

As to the advertisements featuring Mr. Goodwrench, Plaintiff's factual allegations do not give rise to individual liability. Plaintiff seems to allege that the GM Executives each personally decided to run the advertisements featuring Mr. Goodwrench and instructed the Mr. Goodwrench mechanics to "purposefully lie to consumers." These conclusory allegations are not supported by facts. Such allegations are insufficient to plead individual liability. Thus Plaintiff's Counts I and II are dismissed, as Plaintiff has failed to state a claim upon which relief can be granted for mail fraud, wire fraud or fraudulent advertising.

Plaintiff's Counts III and VII: Breach of Warranty and Violations of the Magnuson-Moss Warranty Act

The Plaintiff brings a claim for breach of GM's warranty and for violations of the Magnuson-Moss Warranty Act against both GM and the GM Executives stating "GM had a right to

have a third party like the Sitel Corporation administer it's [sic] warranty, only if GM were honest...One of the main reasons Congress passed the Magnuson-Moss Warranty Act was so that consumers could compare warranties on products before making a purchase decision." Doc. 91 at 15 (emphasis omitted).

The Magnuson-Moss Warranty Improvement Act, which provides for a private cause of action against warrantors, does not supplant state law. *See generally* 15 U.S.C. § 2301(7). Unless the Act specifically prescribes a regulating rule, state law should be applied to warranty claims brought under the act. *Richter v. Monaco Coach Corp.*, 2009 U.S. Dist. LEXIS 46445, at *12 (M.D. Fla. June 2, 2009). Because the Magnuson-Moss Warranty Act does not expressly modify Florida law with respect to limited warranties, Florida law applies to a claim under the Act. *See id.* at *12.

Under Florida Law, officers and directors of a corporation are not generally liable to third persons if they act within the power and purpose of the corporation and do not purport to bind themselves individually. Fla. Stat. § 607.083 et seq. (exempting corporate directors from liability except in, *inter alia*, circumstances exhibiting criminal conduct or a wanton and willful disregard of human rights, safety, or property). Other jurisdictions follow this general rule *See, e.g., Samara v. Southwestern Bell Yellow Pages, Inc.*, 2006 U.S. Dist. LEXIS 44945, at *6 (W.D. OK June 28, 2006) (exempting corporate officials from individual liability for breach of warranty); *Harris v. Madison*, 1998 U.S. Dist LEXIS 11398 *7 (E.D. PA 1998) ("a corporate officer who negotiates a contract on behalf of a corporation may not ordinarily be held personally liable for contract damages"). *See also* Restatement (Second) of Agency § 352.

Plaintiff argues that third-party administration of a warranty is only permissible "if GM were honest, and informed consumers about the third party administering the GM Warranty, prior to their

purchasing a GM Vehicle, so a potential customer could compare warranties, and decide if they wanted to purchase a vehicle with a third party warranty.” Doc. 91 at 15. However, this proposition is without any factual or legal support. Plaintiff also alleges that “[t]he GM Corporate Governance Defendants were intentionally secretive, and sneaky, about having a third party administer their warranty...” *Id.* He further states that “the GM Defendants have absolutely refused to honor their Written, or advertised, warranty and have left the un-running truck in Plaintiff’s driveway causing Plaintiff great inconvenience.” *Id.* at 24. These allegations do not point to any specific instances of conduct by the GM Executives. Again, Plaintiff has failed to plead facts sufficient to demonstrate that the GM Executives exceeded the scope of their authority as GM officers or board members and should be personally liable or otherwise owed him an independent duty. Plaintiff’s counts III and VII are dismissed for failure to state a claim upon which relief can be granted.

Plaintiff’s Counts IV and VI: Fraud on Lemon Law Proceedings and Fraud on the Court

In bringing his claim for Fraud on the Lemon Law proceedings and Fraud on the State Court, Plaintiff asserts that “to commit a Fraud on Florida’s Lemon Law Process the GM Defendants fraudulently claimed that Sitel Corporation Employee, Carolyn Westberg, is a GM Employee” and that “the GM Defendants created, or manufactured a number of fake letters representing that Carolyn Westberg was a GM employee.” *Id.* at 25–26. Plaintiff also asserts that Carolyn Westberg and Stephen Nichols (who is not a party to this suit) lied under oath during the hearing and that “the GM Defendants suborned Perjury [sic] from Steven Nichols.” *Id.* at 26. Plaintiff further alleges that, during the Lemon Law Hearing, testimony was given noting that Carolyn Westberg was an employee of GM, and that Defendants now deny that statement. *Id.* at 26–28. Plaintiff contends that Defendant filed a document waiving service on Carolyn Westberg, and that this amounted to, *inter*

alia, fraud upon the Court. *Id.* at 26–27.

Here, Plaintiff has failed to allege any particular facts linking any of the GM Executives, in their individual capacities, to the allegedly fraudulent claims that Carolyn Westberg was a GM employee, to the allegedly fraudulent letter claiming that Carolyn Westberg was a GM employee, or to the allegedly false testimony of Steven Nichols. Especially in light of the heightened pleading standard Plaintiff must meet in order to establish a fraud-related claim, Plaintiff’s claim for Fraud on the Lemon Law proceedings and Fraud on the State Court are both dismissed for failure to state a claim upon which relief can be granted. In order to survive dismissal, these facts must amount to more than naked assertions devoid of further factual enhancements.

Plaintiff’s Count V: Violations of Fla. Stat. § 681

Florida Statute § 681 provides redress for the non-conformity of motor vehicles. It allows consumers who satisfy certain requirements to assert claims against a car manufacturer and to have those claims brought before an arbitrator.

Plaintiff argues that the GM Executives, in their individual capacities, failed to comply with Fla. Stat. § 681 through their failure to timely respond to Plaintiff’s requests and for allegedly falsifying documents: “Pursuant to F.S. 681.104(a) the GM Defendants had a time period of exactly ten (10) days to respond, or forever lose their right to make a final attempt to cure the nonconformities [of Plaintiff’s truck].” *Id.* at 43. Plaintiff also alleges that “Defendant, Carolyn Westbeg, who is familiar with the Lemon Law Process, knew exactly what was necessary for GM to prevail against the Plaintiff, and she intentionally started falsifying the GM record of Plaintiff’s Truck, creating fraudulent documents in Plaintiff’s case...” *Id.* Plaintiff also states that Stephen Nichols lied under oath during Plaintiff’s Lemon Law hearing. *Id.* at 44. Plaintiff further states that

“The Defendants were clearly engaged in a scheme to deceive the Hearing Officer about the GM Defendants violating the ten (10) day time limit to make a repair attempt.” *Id.* Finally, Plaintiff contends that he mailed each of the GM Executives letters requesting that “they honor their advertised ‘Corporate Responsibility’ and provide Plaintiff with a working truck...” and that “[t]he failure of the CEO, G. Richard Wagoner, and each member of the GM Board of directors, to abide by Chapter 681 decision...caused the Plaintiff to suffer massive pecuniary, and other, damages.” *Id.* at 47–48. Such allegations are insufficient to plead individual liability on the GM Executives. The allegations lack supporting facts. Plaintiff’s amended complaint fails to plead violations of Fla. Stat. § 681 as to any of the GM Executives, in their individual capacities, and is dismissed for failure to state a claim upon which relief can be granted.

Plaintiff’s Counts VIII, IX and X: Violations of State and Federal Statutory Rights and Constitutional Rights

Plaintiffs Counts VIII, IX and X allege claims for “violations of state statutory rights” and “violations of federal statutory rights” and “violations of Constitutional Rights” in three counts without elaborating on the nature of these rights, the specific violations of these rights, or the identity of the individuals who allegedly violated these rights. Rather, Plaintiff states that the GM Executives denied Plaintiff meaningful access to state and federal courts, in violation of Plaintiff’s civil rights, through their alleged fraud on the Courts. In support of these claims, Plaintiff merely alleges that Defendants “are involved in ongoing violations of [Plaintiff’s rights] and are specifically harming Plaintiff...Plaintiff was harmed by [Defendants’] violations of Plaintiff’s [rights] as described herein and are specifically harming Plaintiff.” *Id.* at 59–62. As to Count X, Plaintiff alleges violations of his First, Fifth and Fourteenth Amendments, but fails to elaborate. *Id.* at 61–62.

Counts VIII, IX and X merely restate Plaintiff’s previous allegations, represent conclusory

accusations, and cannot withstand a motion to dismiss. These facts must amount to more than naked assertions devoid of further factual enhancements in order to survive dismissal. Counts VII, IX and X are dismissed for failure to state a claim upon which relief can be granted.

Plaintiff's Count XI: Violation of RICO, 18 U.S.C. § 1962(c)

To state a RICO claim, Plaintiff “must identify and prove a pattern of racketeering activity, defined as two ‘predicate acts’ of racketeering activity within a 10-year period.”⁴

Langford v. Rite Aid of Ala., Inc., 231 F.3d 1308, 1311–12 (11th Cir. 2000) (citing 18 U.S.C. § 1961(5)). “The phrase ‘racketeering activity’ is defined as including any act which is indictable under a lengthy list of criminal offenses” including either “any act or threat involving murder, kidnaping, gambling, arson, robbery, bribery, extortion, dealing in obscene matter, or dealing in a controlled substance or listed chemical” or any number of various federal criminal offenses, including mail and wire fraud. *See* 18 U.S.C. § 1961(1). In addition to proving racketeering activity, Plaintiff must also show that the activity caused him to suffer an injury. *Beck v. Prupis*, 162 F.3d 1090, 1095 (11th Cir. 1998). In order for a pattern of racketeering activity to be a cognizable cause of an injury to Plaintiff, one or more of the predicate acts must not only be the “but for” cause of the injury, but the proximate cause as well. *Green Leaf Nursery v. E.I. DuPont Nemours & Co.*, 341 F.3d 1292, 1307 (11th Cir. 2003). A wrongful act is a “proximate cause if it is a substantial factor in the sequence of responsible causation. *Id.*

⁴Plaintiff’s complaint alleges both state and federal RICO counts. The two laws share substantial similarities and will be considered together. *See generally Gross v. State*, 765 So. 2d 39, 42–43 (Fla. 2000) (“The Florida RICO statute was largely modeled after the Federal RICO statute...The ‘enterprise’ and ‘pattern of racketeering activity’ elements of [Florida’s version of] RICO are almost identical to the Federal RICO provisions...Florida Courts have looked to the federal courts for guidance in construing [Florida’s version of] RICO...[in light of] the similarity of the state and federal statutes”).

In the context of a RICO claim, “courts should scrutinize proximate causation at the pleading stage and carefully evaluate whether the injury pled was proximately caused by the claimed RICO violations. *Williams v. Mohawk Indus., Inc.*, 465 F.3d 1277, 1287 (11th Cir. 2006) (citing *Anza v. Ideal Steel Supply Corp.*, 547 U.S. 451, 458–59 (2006)). To establish proximate cause under RICO, the alleged violation must lead “directly to the plaintiff’s injuries.” *Anza*, 547 U.S. at 461.

Plaintiff’s theory of causation is far too indirect and attenuated to support a finding of proximate causation. Plaintiff argues that “The GM Corporate Governance Defendants have set a bad faith ‘Policy’ for General Motors to Obstruct Justice” and cites several predicate acts related to this policy. Doc. 91 at 35, 63–64. To establish these predicate acts, Plaintiff describes events including GM’s running of advertisements that describe the dependability of their vehicles, GM’s advertisements featuring the “Mr. Goodwrench” mechanic service, GM’s use of taxpayer bailout funds, and a state court judge’s denial of a portion of Plaintiff’s Lemon Law claims. *Id.* at 36–39. These also include the alleged obstruction of evidence during Plaintiff’s Lemon Law hearing, manslaughter and alleged attempts to cause Plaintiff physical harm, criminal “tactics” including perjury and the falsification of evidence, and a conspiracy to prevent Plaintiff from exercising federal and state rights. *Id.* at 41–43. These disjointed events do not satisfy RICO’s requirement that Plaintiff allege he was injured as a direct result of any of the GM Executives’ alleged misconduct. *See Anza*, 547 U.S. at 461.

Neither manslaughter nor the frustration of constitutional rights qualifies as a RICO predicate act, and thus these allegations do not form the basis for demonstrating predicate acts. *See* 18 U.S.C. § 1961(1). Obstruction of justice is only a predicate act for the purposes of the federal RICO statute if the obstruction of justice is as to federal proceedings or as to state court proceedings involving

illegal gambling. Thus, Plaintiff's allegation that the GM Executives frustrated his state Lemon Law proceedings, even if pled with sufficient particularity, do not constitute a predicate act. *See* 18 U.S.C. § 1511; 18 U.S.C. § 1503(a); *Green Leaf Nursery*, 341 F.3d at 1307 ("The federal obstruction...claims are only applicable to federal proceedings").

Plaintiff also alleges "severe damage to Plaintiff's health" as a result of the GM Executives' alleged conduct, and Plaintiff requests billions of dollars worth of damages. Since RICO does not provide for recovery due to alleged personal injuries, Plaintiff's attempt to recover from such alleged injuries must fail as a matter of law. *See* 18 U.S.C. § 1964 (c). *See Grogan v. Platt*, 835 F.2d 844, 847 (11th Cir. 1988) ("the ordinary meaning of the phrase 'injured in his business or property' excludes personal injuries, including the pecuniary losses therefrom").

Plaintiff's assertion that the GM Executives perpetrated fraud by approving certain advertisements which somehow caused a state court to deny portions of his Lemon Law action is unpersuasive. *See Hemi Group, LLC v. City of New York, New York*, No. 08-969 (Jan 25, 2010) ("to state a claim under civil RICO, the plaintiff is required to show that a RICO predicate offense 'not only was a but for cause of his injury, but was the proximate cause as well'") (quoting *Holmes v. Securities Investor Protection Corp.*, 503 U.S. 258, 268 (1992)). First, he has failed to link any GM Executive, in his individual capacity, to any of the advertisements. Moreover, Plaintiff has failed to further any plausible chain of related events supporting his claim. Since there is no plausible connection between the advertisements that allegedly induced Plaintiff to purchase his vehicle and the state court's rulings denying portions of Plaintiff's Lemon Law claim, and since Plaintiff has failed to link any GM Executive to the advertisements, the advertisements do not give rise to predicate acts for the purposes of RICO.

Plaintiff also fails to establish proximate cause for all of the remaining alleged predicate acts. Indeed, Plaintiff makes no effort to describe how the separate and attenuated events caused his alleged injuries. Plaintiff has also failed to allege any individual action by any specific GM Executive. Rather, he alleges specific misconduct as to Carolyn Westberg, whom he alleges lied at the Lemon Law hearing. Attenuated, remote allegations have been routinely dismissed by the Eleventh Circuit and this Court in the RICO context. *See, e.g., Green Leaf Nursery*, 341 F.3d at 1307–08 (upholding the trial court’s dismissal of Plaintiff’s state RICO action, which alleged a scheme of perjury, falsification of evidence, wire and mail fraud, obstruction of justice and spoliation of evidence, where no plausible theory of causation could be shown); *Ironworkers Local Union No. 68 v. AstraZeneca Pharmaceuticals LP*, 585 F. Supp. 2d 1339, 1341 (M.D. Fla. 2008) (dismissing Plaintiff’s RICO action, which alleged a “nationwide, uniform marketing campaign involving fraudulent misstatements and deceptive conduct” in the promotion of an antipsychotic drug, where no proximate cause could be established between Plaintiff’s injuries and the alleged scheme to defraud); *Andersen v. Smithfield Foods., Inc.*, 207 F. Supp. 2d 1358, 1364 (M.D. Fla. 2002) (dismissing Plaintiff’s RICO action, which alleged, *inter alia*, mail fraud and extortion, where Plaintiff failed to plead his case with sufficient particularity to satisfy RICO’s heightened pleading standard). Since the amended complaint does not sufficiently allege predicate acts or the requisite proximate cause to establish a claim for RICO, Plaintiff’s Count XI will be dismissed for failure to state a claim upon which relief can be granted.

Plaintiff’s Count XII: Conspiracy to Violate RICO

Plaintiff’s claim for conspiracy to violate RICO is based on the same allegations underlying Plaintiff’s general RICO claims. Thus, since Plaintiff’s general RICO claim fails, his claims for

conspiracy to commit this underlying offense necessarily fails as well. *See* 18 U.S.C. §1962(d); *see Rogers v. Nacchio*, 241 Fed. Appx. 602, 609 (11th Cir. 2007) (citing *Jackson v. Bellsouth Telecomms.*, 372 F.3d 1250, 1263 (11th Cir. 2004) (dismissing RICO conspiracy claims because defendants cannot conspire to commit conduct that in itself did not constitute a RICO violation). Count XII of the amended complaint will be dismissed for failure to state a claim upon which relief can be granted.

CONCLUSION

Plaintiff has made attenuated accusations against the GM Executives that lack the specificity required to survive a motion to dismiss. He argues that

This Rico [sic] ‘Enterprise’ has a continuity of structure, and personnel, with GM CEO Richard Wagoner, and the GM Board of Directors in charge, similar to a Mafia Don, and his Lieutenants, with Defendants Carolyn Westberg, and the General Motors Company being ‘soldiers,’ much like in the mob, in that they operate at the leader’s whim.

Doc. 91. at 40. Plaintiff’s allegations typify the “unadorned, defendant-unlawfully-harmed-me accusation[s]” rejected by the Supreme Court in *Iqbal*. Thus, because Plaintiff’s allegations fail to meet the heightened pleading requirements necessary to sustain an action for RICO or Fraud, and fail to state a claim upon which relief can be granted as to the remaining counts, Plaintiff’s claims against the GM Executives are dismissed without prejudice. Plaintiff’s claims against General Motors LLC are dismissed with prejudice.

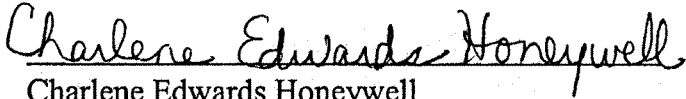
Accordingly, it is now

ORDERED:

1. Defendants GM Executives’ Motion to Dismiss is GRANTED. Plaintiff’s Amended Complaint is dismissed, without prejudice, as to the GM Executives.

2. Plaintiff shall have TWENTY-ONE (21) DAYS to file a second amended complaint, if he can in good faith allege a proper cause of action. Plaintiff is reminded and cautioned of his obligation to file pleadings in good faith and not for the purpose of harassment. In addition to the requirements of Rule 8, Fed. R. Civ. P., factual contentions in the amended complaint must have evidentiary support. *See* Rule 11(b), Fed. R. Civ. P.
3. Defendant General Motors LLC's Motion to Dismiss is GRANTED. Plaintiff's Amended Complaint is dismissed with prejudice as to General Motors LLC.
4. The clerk is directed to enter judgment accordingly and terminate this matter as to Defendant General Motors LLC.

DONE AND ORDERED at Fort Myers, Florida on September 10, 2010.


Charlene Edwards Honeywell
United States District Judge

COPIES FURNISHED TO:

Counsel of Record and Unrepresented Party

Exhibit D

IMPORTANT: This booklet contains important information about the vehicle's warranty coverage. It also explains **Owner Assistance Information and GM's Participation in an Alternative Dispute Resolution Program.**
Keep this booklet with your vehicle and make it available to a Chevrolet dealer if warranty work is needed. Be sure to keep it with your vehicle when you sell it so future owners will have the information.

Owner's Name

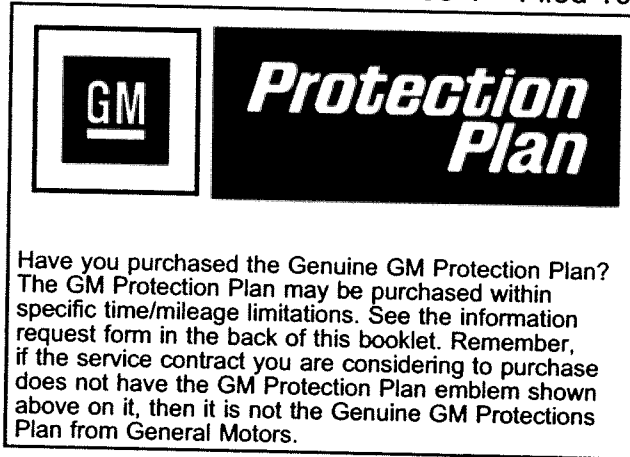
Street Address

City & State

Vehicle Identification Number (VIN):

Date Vehicle First Delivered or Put In Use:

Odometer Reading on Date Vehicle First Delivered or Put In Use:



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Part No. C2317 A First Edition

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Warranty and Owner Assistance Information**

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Chevrolet's Commitment to You

We are committed to assure your satisfaction with your new Chevrolet.

Your Chevrolet dealer also wants you to be completely satisfied and invites you to return for all your service needs both during and after the warranty period.

Vehicle Operation and Care

Considering the investment you have made in your Chevrolet, we know you will want to operate and maintain it properly. We urge you to follow the maintenance instructions contained in your owner's manual.

If you have questions on how to keep your Chevrolet in good working condition, see your Chevrolet dealer, the place many Chevrolet customers choose to have their maintenance work done. You can rely on your Chevrolet dealer to use the proper parts and repair practices.

Maintenance Records

Retain receipts covering performance of regular maintenance. Receipts can be very important if a question arises as to whether a malfunction is caused by lack of maintenance or a defect in material or workmanship.

A "Maintenance Record" is provided in the maintenance schedule section of the owner's manual for your convenience in recording services performed.

Owner Assistance

Your Chevrolet dealer is best equipped to provide all your service needs. Should you ever encounter a problem during or after the limited warranty period that is not resolved, talk to a member of dealer management. Under certain circumstances, General Motors and/or GM dealers may provide assistance after the limited warranty period has expired when the problem results from a defect in material or workmanship. These instances will be reviewed on a case by case basis. If your problem has not been resolved to your satisfaction, follow the "Customer Satisfaction Procedure" as outlined under *Owner Assistance on page 27*.

We thank you for choosing a Chevrolet.

GM Participation in an Alternative Dispute Resolution Program

See the "Customer Satisfaction Procedure" under *Owner Assistance on page 27* for information on the voluntary, non-binding Alternative Dispute Resolution Program in which GM participates.

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Warranty Coverage at a Glance

The 2003 warranty coverages are summarized below. Please read *General Motors Corporation New Vehicle Limited Warranty on page 4, Things You Should Know About the New Vehicle Limited Warranty on page 9, and Emission Control Systems Warranties on page 14* for complete details.

New Vehicle Limited Warranty			
Coverage	3 YRS/ 36,000 ML.	5 YRS/ 100,000 ML.	6 YRS/ 100,000 ML.
Bumper-to-Bumper (includes tires)	■		
6.6L Duramax™ Diesel Engine	■	▨	
Sheet Metal			
● Corrosion	■		
● Rust-Through	■		

■ No Charge
 ▨ \$100 Deductible Charge.

Emission Control Systems Warranties								
Coverage	2 YRS/ 24,000 MI.	3 YRS/ 36,000 MI.	3 YRS/ 60,000 MI.	5 YRS/ 50,000 MI.	5 YRS/ 100,000 MI.	7 YRS/ 70,000 MI.	8 YRS/ 80,000 MI.	Vehicle Life
Federal								
● Gasoline Engines								
- light duty emission control system	■	■						
- catalytic converters & powertrain control module	■	■						
- heavy duty emission control system	■	■	■					
● 6.6L Duramax™ Diesel Engine								
California								
● Gasoline Engines								
- light duty and medium duty emission control systems	■	■						
- specified components (light and medium duty emission control systems)	■	■						
- heavy duty emission control system	■	■	■					
● Diesel Engines*								
Noise Emissions								
● Applicable to vehicles over 10,000 lbs. GVWR only								

■ ■ ■ ■ Defects in material or workmanship continue to be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage.

*or 3,000 hours of operation, whichever comes first.

General Motors Corporation will provide for repairs to the vehicle during the warranty period in accordance with the following terms, conditions and limitations.

What Is Covered

Warranty Applies

This warranty is for GM vehicles registered in the United States and normally operated in the United States or Canada, and is provided to the original and any subsequent owners of the vehicle during the warranty period.

Repairs Covered

The warranty covers repairs to correct any vehicle defect related to materials or workmanship occurring during the warranty period. Needed repairs will be performed using new or remanufactured parts.

Warranty Period

The warranty period for all coverages begins on the date the vehicle is first delivered or put in use and ends at the expiration of the coverage period.

Bumper-to-Bumper Coverage

The complete vehicle is covered for 3 years or 36,000 miles, whichever comes first, except for other coverages listed here under "What Is Covered" and those items listed under "What Is Not Covered" later in this section.

Accessory Coverages

All GM accessories sold by GM parts that are permanently installed on a GM vehicle prior to delivery will be covered under the provisions of the New Vehicle Limited Warranty. In the event GM accessories are installed after vehicle delivery, or are replaced under the new vehicle warranty, they will be covered (parts and labor) for the balance of the vehicle warranty, but in no event less than 12 months/12,000 miles. This coverage is only effective for GM accessories permanently installed by a GM dealer or an associated GM-approved Accessory Distributor/Installer (ADI).

GM accessories sold over-the-counter, or those not requiring installation, will continue to receive the standard GM Dealer Parts Warranty of 12 months from the date of purchase (parts only).

GM Licensed Accessories are covered under the accessory-specific manufacturer's warranty and are not warranted by GM or its dealers.

Tire Coverage

The tires supplied with your vehicle are covered against defects in material or workmanship under the bumper-to-bumper coverage. Any tire replaced will continue to be warranted for the remaining portion of the bumper-to-bumper coverage period.

Following expiration of the bumper-to-bumper coverage, tires may continue to be covered under the tire manufacturer's warranty. Review the tire manufacturer's warranty booklet or consult the tire manufacturer distributor for specific details.

Sheet Metal Coverage

Sheet metal panels are covered against corrosion and rust-through as follows:

Corrosion: Body sheet metal panels are covered against rust for 3 years or 36,000 miles, whichever comes first.

Rust-Through: Any body sheet metal panel that rusts through (an actual hole in the sheet metal) continues to be covered for up to 6 years or 100,000 miles, whichever comes first.

Important: Cosmetic or surface corrosion (resulting from stone chips or scratches in the paint, for example) is not included in sheet metal coverage.

Towing

Towing is covered to the nearest Chevrolet dealer facility if your vehicle cannot be driven because of a warranted defect.

6.6L DURAMAX™ Diesel Engine Coverage

The diesel engines (except those items listed under "What Is Not Covered" later in this section) are covered for 5 years or 100,000 miles, whichever comes first. A \$100 deductible per repair visit may apply after the vehicle has been in use for 3 years or 36,000 miles, whichever comes first. For additional information, refer to *Things You Should Know About the New Vehicle Limited Warranty on page 9*. Also refer to the appropriate emission control system warranty for possible additional coverages.

No Charge

Warranty repairs, including towing, parts and labor, will be made at no charge, less any applicable deductible.

Obtaining Repairs

To obtain warranty repairs, take the vehicle to a Chevrolet dealer facility within the warranty period and request the needed repairs. A reasonable time must be allowed for the dealer to perform necessary repairs.

What Is Not Covered

Tire Damage or Wear

Normal tire wear or wear-out is not covered. Road hazard damage such as punctures, cuts, snags, and breaks resulting from pothole impact, curb impact, or from other objects is not covered. Also, damage from improper inflation, spinning (as when stuck in mud or snow), tire chains, racing, improper mounting or dismounting, misuse, negligence, alteration, vandalism, or misapplication is not covered.

Damage Due to Bedliners

Owners of trucks with a bedliner, whether after-market or factory installed, should expect that with normal operation the bedliner will move. This movement may cause finish damage and/or squeaks and rattles. Therefore, any damage caused by the bedliner is not covered under the terms of the warranty.

Damage Due to Accident, Misuse, or Alteration

Damage caused as the result of any of the following is not covered:

- collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;

- misuse of the vehicle such as driving over curbs, overloading, racing, or other competition. Proper vehicle use is discussed in the owner's manual;
- alteration or modification to the vehicle including the body, chassis, or components after final assembly by GM. In addition, coverages do not apply if the odometer has been disconnected, its reading has been altered, or mileage cannot be determined.

Important: This warranty is void on vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

Damage or Corrosion Due to Environment, Chemical Treatments or Aftermarket Products

Damage caused by airborne fallout (chemicals, tree sap, etc.), stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealants subsequent to manufacture, etc., is not covered. See "Chemical Paint Spotting" under *Things You Should Know About the New Vehicle Limited Warranty on page 9*.

Damage Due to Insufficient or Improper Maintenance

Damage caused by failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain fluids, fuel, lubricants, or refrigerants recommended in the owner's manual is not covered.

Maintenance

All vehicles require periodic maintenance. Maintenance services, such as those detailed in the owner's manual are the owner's expense. Vehicle lubrication, cleaning, or polishing, as well as items requiring replacement or repair as a result of vehicle use, wear, or exposure are not covered.

Items such as:

- Filters
- Brake Pads / Linings
- Clutch Linings
- Keyless Entry Batteries *
- Audio System Cleaning
- Coolants and Fluids
- Wiper Inserts

- Limited Slip Rear Axle Service
- Tire Rotation
- Wheel Alignment / Balance **

are covered only when replacement or repair is the result of a defect in material or workmanship.

Failure or damage of components due to vehicle use, wear, exposure, or lack of maintenance is not covered.

* Consumable battery covered up to 12 months only.

** Maintenance items after 7,500 miles.

Extra Expenses

Economic loss or extra expense is not covered.

Examples include:

- Loss of vehicle use
- Inconvenience
- Storage
- Payment for loss of time or pay
- Vehicle rental expense
- Lodging, meals, or other travel costs
- State or local taxes required on warranty repairs

Other Terms: This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

General Motors does not authorize any person to create for it any other obligation or liability in connection with these vehicles. **Any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of this written warranty. Performance of repairs and needed adjustments is the exclusive remedy under this written warranty or any implied**

warranty. General Motors shall not be liable for incidental or consequential damages (such as, but not limited to, lost wages or vehicle rental expenses) resulting from breach of this written warranty or any implied warranty.*

* Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Warranty Repairs – Component Exchanges

In the interest of customer satisfaction, General Motors may offer exchange service on some vehicle components. This service is intended to reduce the amount of time your vehicle is not available for use due to repairs. Components used in exchange are service replacement parts which may be new, remanufactured, reconditioned, or repaired, depending on the component involved.

All exchange components used meet GM standards and are warranted the same as new components. Examples of the types of components that might be serviced in this fashion include: engine and transmission assemblies, instrument cluster assemblies, radios, compact disc players, tape players, batteries, and powertrain control modules.

Warranty Repairs – Recycled Materials

Environmental Protection Agency (EPA) guidelines and GM support the capture, purification, and reuse of automotive air conditioning refrigerant gases and engine coolant. As a result, any repairs GM may make to your vehicle may involve the installation of purified reclaimed refrigerant and coolant.

Tire Service

Any authorized Chevrolet or tire dealer for your brand of tires can assist you with tire service. If, after contacting one of these dealers, you need further assistance or you have questions, please contact Chevrolet's Customer Assistance Center. The toll-free telephone numbers are listed under *Owner Assistance on page 27*.

6.6L DURAMAX™ Diesel Engine Components

The complete engine assembly, including turbocharger components, is covered for defects in material or workmanship for 3 years or 36,000 miles, whichever comes first. No deductible applies during this coverage period. The engine parts listed below continue to be covered (subject to a \$100 deductible) for 5 years or 100,000 miles, whichever comes first.

- Cylinder block and heads and all internal parts, intake and exhaust manifolds, timing gears, timing gear chain or belt and cover, flywheel, harmonic balancer, valve covers, oil pan, oil pump, water pump, fuel pump, engine mounts, seals and gaskets.
- Diesel Fuel Metering System: injection pump, nozzles, high pressure lines and high pressure sealing devices.

- Glow Plug Control System: control/glow plug assembly, glow plugs, cold advance relay, and ECM.
- Fuel injection control module, integral oil cooler, transmission adapter plate, left and right common fuel rails, fuel filter assembly, fuel temperature sensor and function block.

Important: Some of the above components may also be covered by the Emission Warranty with no deductible. See the "Emission Warranty Parts List" under *Emission Control Systems Warranties on page 14* for details.

After-Manufacture "Rustproofing"

Your vehicle was designed and built to resist corrosion. Application of additional rust-inhibiting materials is neither necessary nor required under the Sheet Metal Coverage. GM makes no recommendation concerning the usefulness or value of such products.

Application of after-manufacture rustproofing products may create an environment which reduces the corrosion resistance built into your vehicle. Repairs to correct damage caused by such applications are not covered under your GM New Vehicle Limited Warranty.

Paint, Trim and Appearance Items

Defects in paint, trim, upholstery or other appearance items are normally corrected during new vehicle preparation. If you find any paint or appearance concerns, advise your dealer as soon as possible. Your owner's manual has instructions regarding the care of paint, trim, upholstery, glass, and other appearance items.

Chemical Paint Spotting

Some weather and atmospheric conditions can create a chemical fallout. Airborne pollutants can fall upon and attack painted surfaces on your vehicle. This damage can take two forms: blotchy, ringlet-shaped discolorations, and small irregular dark spots etched into the paint surface.

Although no defect in the factory applied paint causes this, Chevrolet will repair, at no charge to the owner, the painted surfaces of new vehicles damaged by this fallout condition within 12 months or 12,000 miles of purchase, whichever comes first.

Time Extensions: The New Vehicle Limited Warranty will be extended one day for each day beyond the first 24 hour period in which your vehicle is at an authorized dealer facility for warranty service. You may be asked to show the repair orders to verify the period of time the warranty is to be extended. Your extension rights may vary depending on state law.

Mileage Extensions: Prior to delivery, some mileage is put on your vehicle during testing at the assembly plant, during shipping and while at the dealer facility. The dealer records this mileage on the first page of this warranty booklet at delivery. For eligible vehicles, this mileage will be added to the mileage limits of the warranty ensuring that you receive full benefit of the coverage. Mileage extension eligibility:

- Applies only to new vehicles held exclusively in new vehicle inventory.
- Does not apply to used vehicles, GM owned vehicles, dealer owned used vehicles, or dealer demonstrator vehicles.
- Does not apply to vehicles with more than 1,000 miles on the odometer even though the vehicle may not have been "registered" for license plates.

Warranty Service – United States and Canada

For your records, the servicing dealer should provide a copy of the warranty repair order listing all warranty repairs performed. Your selling dealership has made a large investment to ensure that they have the proper tools, training, and parts inventory to make any necessary warranty repairs should they be required during the warranty period. We ask that you return to your selling dealer for warranty repairs. In the event of an emergency repair, you may take your vehicle to any authorized General Motors dealer for warranty repairs. However, certain warranty repairs require special tools or training that only a dealer selling your brand may have. Therefore, not all dealers are able to perform every repair. If a particular dealership cannot assist you, then contact the Customer Assistance Center. If you have changed your residence, visit any Chevrolet dealer in the United States or Canada for warranty service.

Touring Owner Service – Foreign Countries

If you are touring in a foreign country and repairs are needed, it is suggested you take your vehicle to a General Motors dealer facility, preferably one which sells and services Chevrolet vehicles. Once you return to the United States, for reimbursement consideration, you should provide your dealer with a statement of circumstances, the original repair order, proof of ownership, and any "paid" receipt indicating the work performed and parts replaced.

Important: Repairs made necessary by the use of improper or dirty fuels and lubricants are not covered under the warranty. See your owner's manual for additional information on fuel requirements when operating in foreign countries.

Warranty Service – Foreign Countries

This warranty applies to GM vehicles registered in the United States and normally operated in the United States or Canada. If you have permanently relocated and established household residency in another country, GM may authorize the performance of repairs under the warranty authorized for vehicles generally sold by GM in that country. Contact an authorized GM dealer in your country for assistance. GM warranty coverages may be void on GM vehicles that have been imported / exported for resale.

Original Equipment Alterations

This warranty does not cover any damage or failure resulting from modification or alteration to the vehicle's original equipment as manufactured or assembled by General Motors. Examples of the types of alterations that would not be covered include, installation or use of any non-GM parts, accessories, and materials, or the cutting, welding, or disconnecting of the vehicle's original equipment parts and components.

Recreation Vehicle and Special Body or Equipment Alterations

Installations, or alterations to the original equipment vehicle (or chassis) as manufactured and assembled by General Motors, are not covered by this warranty. The special body company (assembler) or equipment installer is solely responsible for warranties on the body or equipment and any alterations to any of the parts, components, systems, or assemblies installed by GM. Examples include, but are not limited to, special body installation (such as recreational vehicles), the installation of any non-GM part, cutting, welding, or the disconnecting of original equipment vehicle or chassis parts and components, extension of wheelbase, suspension and driveline modifications and axle additions.

Pre-Delivery Service

Defects in the mechanical, electrical, sheet metal, paint, trim, and other components of your vehicle may occur at the factory or while it is being transported to the dealer facility. Normally, any defects occurring during assembly are detected and corrected at the factory during the inspection process. In addition, dealers are obligated to inspect each vehicle before delivery. They repair any uncorrected factory defects and any transit damage detected before the vehicle is delivered to you.

Any defects still present at the time the vehicle is delivered to you are covered by the warranty. If you find any such defects when you take delivery, please advise your dealer without delay. For further details concerning any repairs which the dealer may have made prior to your taking delivery of your vehicle, please ask your dealer.

Production Changes

General Motors Corporation and GM dealers reserve the right to make changes in vehicles built and/or sold by them at any time without incurring any obligation to make the same or similar changes on vehicles previously built and/or sold by them.

Noise Emissions Warranty Light Trucks Over 10,000 LBS. GVWR Only

General Motors Corporation warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser of this vehicle, as manufactured by GM, was designed, built and equipped to conform at the time it left GM's control with all applicable United States EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by GM, and is not limited to any particular part, component or system of the vehicle manufactured by GM. Defects in design, assembly or in any part, component or vehicle system as manufactured by GM, which, at the time it left GM's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

This section outlines the emission warranties that General Motors provides for your vehicle in accordance with the U.S. Federal Clean Air Act. Defects in material or workmanship in GM emission parts may also be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage. There may be additional coverage on GM diesel engine vehicles. In any case, the warranty with the broadest coverage applies.

What Is Covered

The parts covered under the emission warranty are listed under the "Emission Warranty Parts List" later in this section.

How to Determine the Applicable Emissions Control System Warranty

State and Federal agencies may require different emissions control systems warranties for light duty trucks depending on:

- Whether the truck is certified with a light or heavy duty emission control system. and/or
- Whether the truck is certified for California emissions in addition to Federal emissions.

Do the following to determine emissions eligibility:

1. Locate the underhood emission control label located inside the engine compartment on the underside of the hood, on the air cleaner assembly, or on the engine.
2. The language on the bottom left side of the label will describe if equipped with a light, medium, or heavy duty emission control system.
3. All Light Duty Trucks are eligible for Federal Emissions Warranty Coverage. If the emissions control label contains language stating the vehicle is certified to California emissions standards, the vehicle is also eligible for California Emissions Warranty Coverage.

1. Federal Emission Control Warranty

Both the Emission Defect Warranty and the Emission Performance Warranty described next begin on the date the vehicle is first delivered or put into use and continues as follows:

Light Duty Truck Equipped With Light Duty Gasoline Engine

- 2 years or 24,000 miles, and 8 years or 80,000 miles on the catalytic converter and vehicle (powertrain) control module, whichever comes first.

- 5 years or 50,000 miles, whichever comes first.

Light Duty Truck Equipped With Heavy Duty Diesel
Engine

- 5 years or 100,000 miles, whichever comes first.

Emission Defect Warranty

General Motors Corporation warrants to the owner that the vehicle:

- was designed, equipped, and built so as to conform at the time of sale with applicable regulations of the Federal Environmental Protection Agency (EPA), and
- is free from defects in materials and workmanship which cause the vehicle to fail to conform with those regulations during the emission warranty period.

Emission related defects in the genuine GM parts listed under Emission Parts Covered, including related diagnostic costs, parts and labor are covered by this warranty.

Emission Performance Warranty

Some states and/or local jurisdictions have established periodic vehicle Inspection and Maintenance (I/M) programs to encourage proper maintenance of your vehicle. If an EPA-approved I/M program is required in your area you may also be eligible for Emission Performance Warranty coverage when all of the following three conditions are met:

- The vehicle has been maintained and operated in accordance with the instructions for proper maintenance and use set forth in the owner's manual supplied with your vehicle.
- The vehicle fails an EPA-approved I/M test during the emission warranty period.
- The failure results, or will result, in the owner of the vehicle having to bear a penalty or other sanctions (including the denial of the right to use the vehicle) under local, state, or federal law.

If all these conditions are met, GM warrants that your dealer will replace, repair, or adjust to GM specifications, at no charge to you, any of the parts listed under the "Emission Warranty Parts List" later in this section which may be necessary to cause your vehicle to conform to the applicable emission standards. Non-GM parts labeled "Certified to EPA Standards" are covered by the Emission Performance Warranty.

2. California Emission Control Warranty

This section outlines the emission warranties that General Motors provides for your vehicle in accordance with the California Air Resources Board. Defects in material or workmanship in GM emission parts may also be covered under the New Vehicle Limited Warranty Bumper-to-Bumper coverage. There may be additional coverage on GM diesel engine vehicles. In any case, the warranty with the broadest coverage applies.

This warranty applies if your vehicle meets both of the following requirements:

- Your vehicle is registered in California **or other states adopting California emission and warranty regulations***;
- is certified for sale in California as indicated on the vehicle's emission control information label.

* Currently MA and VT only. Note: NY and ME have adopted California emission regulations, but not California warranty regulations. The Federal Emission Control Warranty applies in NY and ME.

Your Rights and Obligations (For Vehicles Subject to California Exhaust Emission Standards)

The California Air Resources Board and General Motors are pleased to explain the emission control system warranty on your 2003 vehicle. In California, new motor

vehicles must be designed, equipped, and built to meet the states' stringent anti-smog standards. GM must warrant your vehicle's emission control system for the periods of time and mileage listed previously under "Federal Emission Control Warranty" provided there has been no abuse, neglect, or improper maintenance of your vehicle. Your vehicle's emission control system may include parts such as the fuel injection system, ignition system, catalytic converter, and engine computer. Also included are hoses, belts, connectors, and other emission related assemblies.

Where a warrantable condition exists, GM will repair your vehicle at no cost to you including diagnosis, parts, and labor.

General Motors Warranty Coverage:

- For trucks with light duty or medium duty emissions:
 - For 3 years or 50,000 miles, whichever comes first:

If your vehicle fails a smog check inspection, GM will make all necessary repairs and adjustments to ensure that your vehicle passes the inspection. This is your vehicle emission control system performance warranty.

If any emission related part on your vehicle is defective, GM will repair or replace it. This is your short-term emission defects warranty.

- For 7 years or 70,000 miles, whichever comes first:
If an emission related part listed in this booklet specially noted with coverage for 7 years or 70,000 miles is defective, GM will repair or replace it. This is your long-term emission control system defects warranty.
- For 8 years or 80,000 miles, whichever comes first:
If the catalytic converter or vehicle (powertrain) control module is found to be defective, GM will repair or replace it under the Federal Emission Control Warranty listed previously.
- For heavy duty gasoline engine vehicles, the emission warranty period is 5 years or 50,000 miles, whichever comes first.
- For heavy duty diesel engine vehicles, the emission warranty period is 5 years, or 100,000 miles, or 3,000 hours of operation, whichever comes first.

Any authorized Chevrolet dealer will, as necessary under these warranties, replace, repair, or adjust to General Motors specifications any genuine GM parts that affect emissions.

The applicable warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator or company vehicle prior to sale at retail, on the date the vehicle is placed in such service.

Owner's Warranty Responsibilities:

As the vehicle owner, you are responsible for the performance of the scheduled maintenance listed in your owner's manual. GM recommends that you retain all maintenance receipts for your vehicle, but GM cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a GM dealer selling your vehicle line as soon as a problem exists. The warranted repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that GM may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper or insufficient maintenance, or modifications not approved by GM.

If you have any questions regarding your rights and responsibilities under these warranties, you should contact the Customer Assistance Center at 1-800-222-1020 or, in California, write to:

State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, CA 91731-2990

What Is Covered

The parts covered under the Emission Control Systems Warranties are listed under the "Emission Warranty Parts List" later in this section.

What Is Not Covered

The Emission Control Systems Warranties obligations do not apply to conditions resulting from tampering, abuse, neglect, or improper maintenance; or any other item listed under "What Is Not Covered" under *General Motors Corporation New Vehicle Limited Warranty on page 4*. The "Other Terms" presented under *General Motors Corporation New Vehicle Limited Warranty on page 4* also apply to the emission related warranties.

3. Emission Warranty Parts List

The parts that may affect your vehicle's emissions are on the following pages. These emission parts covered under emission warranties are as follows:

- **Federal coverage** – refer to the "Federal Emission Control Warranty" previously in this section.
- **California coverage** – refer to the "California Emission Control Warranty" previously in this section.

Important: Certain parts may be covered beyond these warranties if shown with asterisk(s) as follows:

- (*) 7 years/70,000 miles, whichever comes first, California emission coverage.
- (**) 8 years/80,000 miles, whichever comes first, Federal emission coverage. (Also applies to California certified Light Duty and Medium Duty vehicles.)

Barometric Pressure Sensor	Intake Air Temperature Sensor
Brake Switch	Malfunction Indicator Lamp
Camshaft Position Actuator Assembly *	Manifold Absolute Pressure Sensor
Camshaft Position Actuator Valve	Mass Air Flow Sensor (7/70 Tracker Only *)
Coolant Fan Control Relay	Oxygen Sensors
Coolant Level Sensor	Powertrain Control Module (PCM) **
Data Link Connector	Programmable Read Only Memory (PROM)
Electronic Throttle Control (ETC) Motor	Throttle Position Sensor
Engine Control Module (ECM) **	Throttle Position Switch
Engine Coolant Temp. Sensor	Vehicle Control Module (VCM) **
Fast Idle Solenoid	Vehicle Speed Sensor
Flexible Fuel Sensor *	

Transmission Controls and Torque Management

Manual Transmission Clutch Switch	Transmission Gear Selection Switch (Diesel)
Torque Converter Clutch Switch	Transmission Internal Mode Switch
Torque Converter Clutch Solenoids	Transmission Speed Sensors
Transmission Control Module **	

Fuel Management System

Common Rail Assembly (6.6L DURAMAX™ Diesel) *	Function Block (6.6L DURAMAX™ Diesel)
Diesel Fuel Injection Pump *	Fuel Injector
Diesel Fuel Injection Pump Timing Adjust	Fuel Pressure Regulator
Diesel Fuel Injector Control Module – EDU (6.6L DURAMAX™ Diesel) *	Fuel Rail Assembly
Diesel Fuel Temperature Sensor	Fuel Rail Sensor (6.6L DURAMAX™ Diesel)
Direct Fuel Injector Assembly (6.6L DURAMAX™ Diesel) *	

Air Management System

Air Cleaner	Intake Manifold Tuning Valve
Air Cleaner Diaphragm Motor	Intake Manifold Tuning Valve Relay
Air Cleaner Resonator	Supercharger Assembly *
Air Cleaner Temp. Compensator Valve	Throttle Body *
Air Intake Ducts	Throttle Body Heater
Charge Air Control Actuator	Throttle Closing Dashpot
Charge Air Control Solenoid Valve	Turbocharger Assembly *
Charge Air Control Valve	Turbocharger Boost Sensor (6.6L DURAMAX™ Diesel)
Charge Air Cooler (6.6L DURAMAX™ Diesel) *	Turbocharger Oil Separator
Charge Air Cooler Fan	Turbocharger Thermo Purge Switch
Idle Air Control Valve	Vacuum Pump (6.6L DURAMAX™ Diesel)
Idle Speed Control Motor	
Intake Manifold *	

Ignition System

Camshaft Position Sensor(s)
Crankshaft Position Sensor(s)
Distributor *
Distributor Cap
Distributor Pick Up Coil
Distributor Rotor
Glow Plug(s) (Diesel)
Glow Plug Controller (Diesel)

Glow Plug Relay (Diesel)
Ignition Coil(s)
Ignition Control Module
Ignition Timing Adjustment
Knock Sensor
Spark Plug Wires
Spark Plugs

Catalytic Converter System

Catalytic Converter(s) and Muffler if attached as
assembly **
Exhaust Manifold (7/70 Only Cadillac 4.6L, Aurora 4.0L,
C/K Truck <14,000 GVWR 8.1L*)
Exhaust Manifold with Catalytic Converter attached **

Exhaust Manifold Gasket
Exhaust pipes and/or Mufflers (when located between
catalytic converters and exhaust manifold)

Positive Crankcase Ventilation System

Oil Filler Cap
PCV Filter

PCV Oil Separator
PCV Valve

EGR Feed and Delivery Pipes or Cast-in Passages	EGR Valve Cooler (6.6L DURAMAX™ Diesel)
EGR Valve	EGR Vacuum Pump Assembly (6.6L DURAMAX™ Diesel)

Secondary Air Injection System

Air Pump	Check Valves
Cutoff Valve	Vacuum Control Solenoid

Evaporative Emission Control System (Gasoline Engines)

Canister	Fuel Limiter Vent Valve *
Canister Purge Solenoid Valve	Fuel Tank Filler Pipe (with restrictor)
Canister Vent Solenoid	Fuel Tank(s) *
Fuel Feed and Return Pipes and Hoses	Fuel Tank Vacuum or Pressure Sensor
Fuel Filler Cap	

Belts	Housings
Boots	Mounting Hardware
Clamps	Pipes
Connectors	Pulleys
Ducts	Sealing Devices
Fittings	Springs
Gaskets	Tubes
Grommets	Wiring
Hoses	

* 7 years/70,000 miles, whichever comes first, California emission coverage.

** 8 years/80,000 miles, whichever comes first, Federal emission coverage.
(Also applies to California Certified Light Duty and Medium Duty Vehicles.)

Parts specified in your maintenance schedule as requiring scheduled replacement are covered up to their first replacement interval or the applicable emission warranty coverage period, whichever comes first. If failure of one of these parts results in failure of another part, both will be covered under the Emission Control System warranties.

If equipped, items marked with an asterisk are covered by the California long-term emission control system Defects Warranty for 7 years/70,000 miles. (For example, if one of these parts causes a smog check failure after the 3 year/50,000 mile performance warranty has expired, the part is still covered for 7 years/70,000 miles.)

For detailed information concerning specific parts covered by these emission control system warranties, ask your dealer.

4. Things You Should Know About the Emission Control Systems Warranties

Replacement Parts

The emission control systems of your vehicle were designed, built, and tested using genuine GM parts* and the vehicle is certified as being in conformity with applicable federal and California emission requirements. **Accordingly, it is recommended that any replacement parts used for maintenance or for the repair of emission control systems be new, genuine GM parts.**

The warranty obligations are not dependent upon the use of any particular brand of replacement parts. The owner may elect to use non-genuine GM parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems.

If other than new, genuine GM parts are used for maintenance replacements or for the repair of parts affecting emission control, the owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to genuine GM parts in performance and durability.

* "genuine GM parts," when used in connection with GM vehicles means parts manufactured by or for GM, designed for use on GM vehicles and distributed by any division or subsidiary of General Motors Corporation.

Maintenance and Repairs

Maintenance and repairs can be performed by any qualified service outlet; however, warranty repairs must be performed by an authorized dealer except in an emergency situation when a warranted part or a warranty station is not reasonably available to the vehicle owner.

In an emergency, where an authorized dealer is not reasonably available, repairs may be performed at any available service establishment or by the owner, using any replacement part. Chevrolet will consider reimbursement for the expense incurred (including diagnosis), not to exceed the manufacturer's suggested retail price for all warranted parts replaced and labor charges based on Chevrolet's recommended time allowance for the warranty repair and the geographically appropriate labor rate. A part not being available within 10 days or a repair not being completed within 30 days constitutes an emergency. Retain receipts and failed parts in order to receive compensation for warranty repairs reimbursable due to an emergency.

If, in an emergency situation, it is necessary to have repairs performed by other than a Chevrolet dealer and you believe the repairs are covered by emission warranties, take the replaced parts and your receipt to a Chevrolet dealer for reimbursement consideration. This applies to both the Emission Defect Warranty and Emission Performance Warranty.

Receipts and records covering the performance of regular maintenance or emergency repairs should be retained in the event questions arise concerning maintenance. These receipts and records should be transferred to each subsequent owner. GM will not deny warranty coverage solely on the absence of maintenance records. However, GM may deny a warranty claim if a failure to perform scheduled maintenance resulted in the failure of a warranty part.

Claims Procedure

As with the other warranties covered in this booklet, take your vehicle to any authorized Chevrolet dealer facility to obtain service under the emission warranties. This should be done as soon as possible after failing an EPA-approved I/M test or a California smog check test, or at any time you suspect a defect in a part.

Those repairs qualifying under the warranty will be performed by any Chevrolet dealer at no charge. Repairs which do not qualify will be charged to you. You will be notified as to whether or not the repair qualifies under the warranty within a reasonable time (not to exceed 30 days after receipt of the vehicle by the dealer, or within the time period required by local or state law).

The only exceptions would be if you request or agree to an extension, or if a delay results from events beyond the control of your dealer or GM. If you are not so notified, GM will provide any required repairs at no charge. In the event a warranty matter is not handled to your satisfaction, refer to the "Customer Satisfaction Procedure" in this booklet under *Owner Assistance* on page 27.

For further information or to report violations of the emission control systems warranties, you may contact the EPA at:

Manager, Certification and Compliance
Division (6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

For a vehicle subject to the California Exhaust Emission standards, you may contact the:

State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, CA 91731-2990

Customer Satisfaction Procedure

Your satisfaction and goodwill are important to your dealer and to Chevrolet. Normally, any concerns with the sales transaction or the operation of your vehicle will be resolved by your dealer's sales or service departments. Sometimes, however, despite the best intentions of all concerned, misunderstandings can occur. If your concern has not been resolved to your satisfaction, the following steps should be taken:

STEP ONE: Discuss your concern with a member of dealer management. Normally, concerns can be quickly resolved at that level. If the matter has already been reviewed with the sales, service, or parts manager, **contact the owner of the dealer facility** or the general manager.

STEP TWO: If after contacting a member of dealer management, it appears your concern cannot be resolved by the dealer without further help **contact the Chevrolet Customer Assistance Center** by calling

1-800-222-1020. (In Canada, contact GM of Canada Central Office in Oshawa by calling 1-800-263-3777: English or 1-800-263-7854: French).

We encourage you to call the toll-free number in order to give your inquiry prompt attention. Please have the following information available to give the Customer Assistance Representative:

- Vehicle Identification Number (VIN) (This is available from the vehicle registration or title, or the plate above the left top of the instrument panel and visible through the windshield.)
- Dealer name and location
- Vehicle's delivery date and present mileage

When contacting Chevrolet, please remember that your concern will likely be resolved at a dealer's facility. That is why we suggest you follow Step One first if you have a concern.

STEP THREE: Both General Motors and your GM dealer are committed to making sure you are completely satisfied with your new vehicle. However, if you continue to remain unsatisfied after following the procedure outlined in Steps One and Two, you should file with the GM/BBB Auto Line Program to enforce any additional rights you may have.

The BBB Auto Line Program is an out of court program administered by the Council of Better Business Bureaus to settle automotive disputes regarding vehicle repairs or the interpretation of the New Vehicle Limited Warranty. Although you may be required to resort to this informal dispute resolution program prior to filing a court action, use of the program is free of charge and your case will generally be heard within 40 days. If you do not agree with the decision given in your case, you may reject it and proceed with any other venue for relief available to you.

You may contact the BBB using the toll-free telephone number or write them at the following address:

BBB Auto Line
Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard
Suite 800
Arlington, VA 22203-1804
Telephone: 1-800-955-5100

This program is available in all 50 states and the District of Columbia. Eligibility is limited by vehicle age, mileage, and other factors. General Motors reserves the right to change eligibility limitations and/or to discontinue its participation in this program.

Assistance For Text Telephone (TTY) Users

To assist customers who are deaf or hard of hearing and who use Text Telephones (TTYs), Chevrolet has TTY equipment available at its Customer Assistance Center and Roadside Assistance Center.

The TTY for the Chevrolet Customer Assistance Center is:

1-800-833-2438 in the United States
1-800-263-3830 in Canada

The TTY for the Chevrolet Roadside Assistance Center is:

1-888-889-2438 in the United States

Chevrolet is proud to offer the response, security, and convenience of Chevrolet's 24-hour Roadside Assistance Program. Please refer to your owner's manual for details, or consult your dealer. The Chevrolet Roadside Assistance Center can be reached by calling 1-800-CHEV-USA® (243-8872). This program is not available in Puerto Rico or the U.S. Virgin Islands.

Chevrolet Courtesy Transportation

During the Bumper-to-Bumper warranty coverage period, interim transportation may be available under the Chevrolet Courtesy Transportation Program. Please consult your dealer for details.

Laws in many states permit owners to obtain a replacement vehicle or a refund of the purchase price under certain circumstances. The provisions of these laws vary from state to state. To the extent allowed by state law, General Motors requires that you first provide us with written notification of any service difficulty you have experienced so that we have an opportunity to make any needed repairs before you are eligible for the remedies provided by these laws. Your written notification should be sent to the Chevrolet Customer Assistance Center.

**Warranty Information for
California Only**

California Civil Code Section 1793.2(d) requires that, if General Motors or its representatives are unable to repair a new motor vehicle to conform to the vehicle's applicable express warranties after a reasonable number of attempts, General Motors shall either replace the new motor vehicle or reimburse the buyer the amount paid or payable by the buyer. California Civil Code Section 1793.22(b) creates a presumption that General Motors has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:

- The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven AND the nonconformity has been subject to repair two or more times by General Motors or its agents AND the buyer or lessee has directly notified General Motors of the need for the repair of the nonconformity: OR

- The same nonconformity has been subject to repair 4 or more times by General Motors or its agents AND the buyer has notified General Motors of the need for the repair of the nonconformity;
- The vehicle is out of service by reason of repair nonconformities by General Motors or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

**NOTICE TO GENERAL MOTORS AS REQUIRED
ABOVE SHALL BE SENT TO THE FOLLOWING
ADDRESS:**

General Motors Corporation
P.O. Box 33170
Detroit, MI 48232-5170
Fax Number: (313) 381-2617

When you make an inquiry, you will need to give the year, model, and mileage of your vehicle and your Vehicle Identification Number (VIN).

**Special Policy Adjustment Programs
Beyond the Warranty Period**

Chevrolet is proud of the protection afforded by its warranty coverages. In order to achieve maximum customer satisfaction, there may be times when Chevrolet will establish a special policy adjustment program to pay all or part of the cost of certain repairs not covered by the warranty or to reimburse certain

repair expenses you may have incurred. Check with your Chevrolet dealer or call the Chevrolet Customer Assistance Center to determine whether any special policy adjustment program is applicable to your vehicle.

When you make an inquiry, you will need to give the year, model, and mileage of your vehicle and your Vehicle Identification Number (VIN).

Chevrolet encourages customers to call the toll-free telephone number for assistance. However, if you wish to write or e-mail Chevrolet, refer to the address listed below.

United States

Chevrolet Motor Division
Customer Assistance Center
P.O. Box 33170
Detroit, MI 48232-5170

www.Chevrolet.com
1-800-222-1020
1-800-833-2438 (For Text Telephone devices (TTYs))

Roadside Assistance:

1-800-CHEV-USA® (243-8872)
Fax Number: 313-381-0022

From Puerto Rico:

1-800-496-9992 (English)
1-800-496-9993 (Spanish)
Fax Number: 313-381-0022

U.S. Virgin Islands

1-800-496-9994
Fax Number: 313-381-0022

Canada

Customer Assistance Centre, 163-005
General Motors of Canada Limited
1908 Colonel Sam Drive
Oshawa, Ontario L1H 8P7

1-800-263-3777 (English)
1-800-263-7854 (French)
1-800-263-3830 (For Text Telephone devices (TTYs))
Roadside Assistance: 1-800-268-6800

Mexico, Central America and Caribbean Islands/Countries (Except Puerto Rico and U.S. Virgin Islands)

General Motors de Mexico, S. de R.L. de C.V.
Customer Assistance Center
Paseo de la Reforma # 2740
Col. Lomas de Bezares
C.P. 11910 Mexico, D.F.
01-800-508-0000
Long Distance: 011-52-53 29 0 800

Don't Wait Until Your New Vehicle Limited Warranty – and Your Opportunity to Purchase the GM Protection Plan – Expire.

Learn how to protect yourself, with the GM Protection Plan, against costly repairs after your new vehicle limited warranty expires. A monthly payment plan makes it convenient and affordable. Just call or mail this request and you'll find out how you can get the security of knowing you're covered if something breaks down.



No-Obligation GM Protection Information Request

YES! Please send me free information about how I can protect myself from costly repair bills after my new vehicle limited warranty expires.

Name: _____

Address: _____ Apt#: _____

City: _____ State: _____ Zip: _____

Daytime Phone: () _____ Evening Phone: () _____

Vehicle Information

Vehicle Identification Number (17 Digits)

Make/Model: _____ Year: _____

Purchase Date: _____ Mileage: _____

Complete and mail this request today and we'll send you FREE details about how you can add years and miles of protection.

Mail to: **GM Protection Plan** Or call **1-800-981-4667** toll-free for
P.O. Box 02968 details today.
Detroit, MI 48202

