

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

KING & SPALDING LLP

By: /s/ Arthur Steinberg
Arthur Steinberg
Scott Davidson
1185 Avenue of the Americas
New York, NY 10036
(212) 556-2100

Counsel to General Motors LLC

Exhibit A

FILED

FILED

8/27/09

Date UNITED STATES DISTRICT COURT

CLERK, U. S. DISTRICT COURT MIDDLE DISTRICT OF FLORIDA
MIDDLE DISTRICT OF FLORIDA FORT MYERS DIVISION
FT. MYERS, FLORIDA

AUG 17 AM 11:54
U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS, FLORIDA

Initials

BILLY R. KIDWELL
5064 Silver Bell Drive
Port Charlotte, FL. 33948,
Plaintiff Person

Case No. 2:09-CV-18-FtM-99DNF

v.

G. RICHARD WAGONER
GM CEO Sued in a Personal
Capacity
300 Renaissance Center
Detroit, MI. 48265-3000
Defendant Person

PLAINTIFF'S AMENDED COMPLAINT
SEEKING PUNITIVE DAMAGES,
DECLARATORY, AND INJUNCTIVE,
RELIEF FOR;

And

PERCY N. BARMEVIK,
GM Board of Directors Sued in a
Personal Capacity
300 Renaissance Center
Detroit, MI. 48265-3000
Defendant Person

1. OBSTRUCTION AND FRAUD ON
THE FLORIDA STATE LEMON LAW
PROCESS

And

ERSKINE B. BOWLES,
GM Board of Directors Sued in a
Personal Capacity
300 Renaissance Center
Detroit, MI. 48265-3000
Defendant Person

2. OBSTRUCTION AND FRAUD ON
THE COURT IN FLORIDA'S
STATE COURT SYSTEM

And

JOHN H. BRYAN,
GM Board of Directors Sued in a
Personal Capacity
300 Renaissance Center
Detroit, MI. 48265-3000
Defendant Person

3. OBSTRUCTION AND FRAUD ON
THE COURT IN THE UNITED
STATES DISTRICT COURT

4. SPOILIATION OF EVIDENCE

5. FEDERAL RICO VIOLATIONS

PHILLIP A. LASKAWY, :
GM Board of Directors Sued in a :
Personal Capacity :
300 Renaissance Center :
Detroit, MI. 48265-3000 :
Defendant Person :

And :

E. STANLEY O'NEAL, :
GM Board of Directors Sued in a :
Personal Capacity :
300 Renaissance Center :
Detroit, MI. 48265-3000 :
Defendant Person :

And :

ECKHARD PFEIFFER, :
GM Board of Directors Sued in a :
Personal Capacity :
300 Renaissance Center :
Detroit, MI. 48265-3000 :
Defendant Person :

And :

CAROLYN WESTBERG, :
Unknown Co-Defendant Being :
Concealed by this Court for the :
GM Defendants :
Her Address and Status is :
Unknown as a Result of this :
Court helping the GM Defendants :
Conceal this Defendant, :
Defendant Person :

And :

GENERAL MOTORS COMPANY, :
P.O. Box 33170 :
Detroit, MI 48232-5170, :
Defendant Person :

I. PRELIMINARY STATEMENT

1. This is a lawsuit that is similar to the storyline in the movie the Perfect Storm, only in this case instead of different events coming together to make a horrible storm, a group of individuals have come together to make a Corporate Rico Crime Family, and a complete farce, and mockery, of Florida's Lemon Law Process, Florida's Court System, the Federal Court System, the United States Constitution, and Plaintiff's rights.
2. The former General Motors Corporation¹, by means of its governance, who are named as Defendants in this lawsuit, operated the GM Corporation like an Organized Crime Family, spreading massive amounts of money around with lobbyists, to buy government "influence", while setting a number of illegal, and extremely dishonest, "Policies", some of which caused as many as 500 deaths a year, and others that caused extreme harm to America's Judicial Systems, and Plaintiff.
3. Those GM "Policies" resulted in numerous Rico Predicate Acts, ranging from advertising fraud, using the wire, air waves, and United States Mail, to defraud consumers, including Plaintiff, to intentional Manslaughter for a profit, and an intentional Fraud on America's Lemon Law Processes, and Court Systems, including a Fraud on this Court, to intentionally deny GM Customers, in this case the

¹ General Motors Corporation no longer exists due to a Chapter 11 bankruptcy filing. Hereinafter it is referred to as simply "GM Corporation".

Plaintiff, their Statutory, and Constitutional, Rights to obtain redress, when harmed by GM.

4. One of the GM Defendant's most appalling "Policies" is to intimidate law firms, by hiring massive, and sometimes multiple, law firms, when sued, to engage in all sorts of litigation abuse, and dilatory tactics, using any means, no matter how wrong, or illegal, to harass, and frustrate the victim, while greatly increasing the cost of litigation, rendering the litigation process a farce, so that most law firms are extremely reluctant in accepting cases against General Motors.
5. Because of the "Policy" of the Defendants to intimidate attorneys the severely disabled Plaintiff has been unable to obtain counsel and has been forced to proceed *Pro Se*.
6. This case is simple, despite the GM Defendant's Attorneys using massive smokescreens, in the form of slick shyster tricks, such as legal double-talk, creative technicalities, habitual lying, and other "legal tactics", **that no honest person would use**, to conceal the truth. [Emphasis added.]

The truth is;

(a) The GM Defendants intentionally violated the Magnuson-Moss Warranty Act and intentionally deceived the Plaintiff about the GM Warranty being administrated by the Sitel Corporation, and the extremely dishonest way General Motors Operates.

(b) If Plaintiff was told the truth about the GM Warranty, prior to his purchase, as required by the Magnuson-Moss Warranty Act, he would have purchased a Ford Truck, instead of the General Motors Junk he did buy.

(c) If Plaintiff had any idea there was an Ivey Report², and that General Motors put a value of \$2.20 on the lives of whole families, in a GM Vehicle, and made their manufacturing, and safety, decisions based on that \$2.20 per vehicle value of human lives, the Plaintiff would have never purchased a GM Vehicle.

(d) The intentional deception, and Magnuson-Moss Violations, by the GM Defendants resulted in Plaintiff purchasing a GM Truck.

(e) It was litigated in Florida's Lemon Law Process, and found, that the GM Truck sold to Plaintiff was a complete Lemon, with a knocking motor, slipping transmission, leaking doors, and windows, door handles that fell off, a gas gauge that never worked, electrical shorts, engine that wouldn't start, and an interior full of mold due to all the water leaks, all of which render the truck not fit for use, and unsafe.

(f) Despite it being litigated, and adjudicated, that Plaintiff paid over \$26,000 for a Lemon Truck that won't even start, and is not safe to drive, if it could be started, the GM Defendants

² A report made by General Motors, the famous "Ivey Report" found that it is more "Cost-effective" to kill families in a GM Vehicle, known by GM to be defective, than for GM to spend more than \$2.20 per vehicle to make the vehicle safe. Florida Courts, and juries, have found that GM operates based on that \$2.20 value of human lives, and have knowingly caused the deaths of whole families rather than spend more than \$2.20 to make the vehicle safe.

are determined to spend unlimited taxpayer bailout dollars, to harass, and steal from a disabled Veteran, and not provide him with what he paid the GM Defendants for.

(g) It has been litigated, and decided in Florida's Lemon Law Process, that the GM Defendants took some \$26,000 from the disabled Plaintiff, and never provided him with what he paid them for, which was a safe, working truck.

(h) Instead of dealing honestly, the GM Defendants went to the United States Congress, and intentionally lied to the Congress, and intentionally deceived Congress, about their needs for bailout money, and lying as to how it would be spent.

(i) No "Reasonable Person" would ever believe that if the GM Defendants had honestly informed Congress that they were going to use over a million taxpayer bailout dollars, on three different major law firms, to steal a mere \$26,000 from a disabled Veteran, and to mass-violate the Magnuson-Moss Warranty Act, deceiving every person that purchases a GM Vehicle, that Congress would have provided them with bailout funds.

(j) Plaintiff has been terrorized by the ongoing wrongful policies of the Defendants, and the "New" General Motors, and cheated, as has every American that pays taxes, and he seeks redress with this lawsuit.

II. JURY DEMAND

7. Plaintiff DEMANDS a Jury Trial in the instant case.

III. JURISDICTION AND VENUE

8. The events giving rise to the claims in this lawsuit occurred in Charlotte County Florida.
9. Plaintiff seeks jurisdiction pursuant to the Federal Civil Rico Statutes, concurrent with Diversity.
10. At all times in this case Plaintiff resided in Charlotte County Florida, while GM Defendants reside in Michigan. The amount in controversy greatly exceeds seventy-five thousand dollars (\$75,000), thereby authorizing jurisdiction pursuant to diversity, in addition to the other Claims.
11. Plaintiff also seeks to resolve a couple of Constitutional Questions.
12. Plaintiff seeks declaratory relief, compensatory, and punitive damages, and injunctive relief, as well as any other relief that he is entitled to.

IV. Parties

13. Plaintiff, Billy Ray Kidwell, is a male resident of the State of Florida. He is a disabled person within the meaning of the Americans with Disabilities Act, and is rated at 100% Total Service-Connected by the Department of Veterans Affairs, and was found by Federal Administrative

Law Judge, Farr, to be totally disabled. Plaintiff's address is; Billy Kidwell, 5064 Silver Bell Drive, Port Charlotte, FL. 33948.

14. Defendant, G. RICHARD WAGONER, is the former CEO of GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; CEO G. Richard Wagoner, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
15. Defendant, PERCY N. BARMEVIK, at all times described in this Complaint, was on the Board of Directors for GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; Percy N. Barmevik, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
16. Defendant, ERSKINE B. BOWLES, at all times described in this Complaint, was on the Board of Directors for GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; Erskine B. Bowles, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.

17. Defendant, JOHN H. BRYAN, at all times described in this Complaint, was on the Board of Directors for GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; John H. Bryan, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
18. Defendant, ARMANDO M. CODINA, at all times described in this Complaint, was on the Board of Directors for GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; Armando M. Codina, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
19. Defendant, GEORGE M.C. FISHER, at all times described in this Complaint, was on the Board of Directors for GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; George M.C. Fisher, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.

20. Defendant, KAREN KATEN, at all times described in this Complaint, was on the Board of Directors for GM, however she is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of her place of usual abode however her business address is; Karen Katen, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
21. Defendant, KENT KRESA, at all times described in this Complaint, was on the Board of Directors for GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; Kent Kresa, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
22. Defendant, ELLEN J. KULLMAN, at all times described in this Complaint, was on the Board of Directors for GM, however she is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of her place of usual abode however her business address is; Ellen J. Kullman, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
23. Defendant, PHILLIP A. LASKAWY, at all times described in this Complaint, was on the Board of Directors for GM,

however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; Phillip A. Laskawy, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.

24. Defendant, E. STANLEY O'NEAL, at all times described in this Complaint, was on the Board of Directors for GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; E. Stanley O'Neal, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
25. Defendant, ECKHARD PFEIFFER, at all times described in this Complaint, was on the Board of Directors for GM, however he is being sued in a Personal Capacity for wrongful conduct not authorized by GM, as a member in a **Rico Association-In-Fact Enterprise** for personal gain. This Defendant is concealing the address of his place of usual abode however his business address is; Eckhard Pfeiffer, Board of Directors, General Motors Corporation, 300 Renaissance Center, Detroit, MI. 48265-3000.
26. Defendant, CAROLYN WESTBERG, had her status litigated, and was found, to be a GM Employee at Florida's Lemon Law Process, and in Plaintiff's State Lawsuit against General

Motors. The GM Defendant's Attorney, Phyllis Sumner, now contradicts her clients, and those judgments, and says Carolyn Westberg was never a GM Employee, so Plaintiff is confused as to the truth. This Court has refused to abide by the law, is concealing Carolyn Westberg, to keep Plaintiff from serving this Defendant. She is being sued in a Personal Capacity, as a member in a **RICO Association-In-Fact Enterprise**. The GM Governance Defendants, their attorneys, and this Court are concealing the address of CAROLYN WESTBERG's, usual place of abode.

27. Defendant, General Motors Company, is the new company formed as a result of the bankruptcy of the old General Motors Corporation. This Defendant's address is; General Motors, P.O. Box 33170, Detroit, MI 48232-5170.

V. TERMS USED

28. The term "**GM Corporation**" refers to the former General Motors Corporation.
29. The term "**GM Company**" refers to the new General Motors Company.
30. The term "**Named GM Board of Directors**" refers to Defendant Persons, PERCY N. BARMEVIK, 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, both individually, and as a group.

31. The term "**GM Corporate Governance Defendants**" means all of the Defendants named in section 29 above plus Defendant former GM CEO Rick Wagoner.

32. The term "**Defendants**" refers to all Defendants.

33. The term "**GM Rico Crime Family**" refers to the General Motors Association-In-Fact Rico Enterprise that is being sued in this case, and consists of the Defendants in this lawsuit.

VI. FACTS OF CASE

(A). Fraudulent Advertising and Fraud

34. 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.

35. The GM Corporation, and GM Corporate Governance Defendants, knew when they ran those advertisements that they were not just mere puffery, but were fraudulent as to the actual material facts, and part of an intentional Rico scheme by

the GM Corporate Governance Defendants, to intentionally deceive potential GM Customers, including the Plaintiff.

36. The GM Corporate Governance Defendants knew when they ran the advertising, described above, that there was no GM Warranty, but rather that the alleged GM Warranty was administered by a third party, the Sitel Corporation.
37. Gm had a right to have a third party like the Sitel Corporation administer it's warranty, only 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.
38. 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.
39. The Magnuson-Moss Warranty Act specifically requires honesty, and truthfulness, from the warrantor.
40. The GM Corporate Governance Defendants were intentionally secretive, and sneaky, about having a third party administer their warranty, and the Plaintiff was completely deceived, and did not learn about the Sitel Corporation administrating the GM Warranty until recently, which is some five (5) years AFTER purchasing his GM Truck.

41. The GM Corporate Governance Defendants failed to be honest, and truthful, in their advertising, and in their warranty.
42. The GM Corporate Governance Defendants also knew when they ran the advertising, described above, that what Vehicle Warranty the GM Defendants did provide, was provided arbitrarily, and capriciously, with warranty decisions often based on a cost-effectiveness basis, and not on the written warranty, or GM's promises, or representations.
43. The GM Corporate Governance Defendants were dishonest in their advertising as to how they responded to, and dishonestly treated, GM Customers who purchased a GM Vehicle that turned out to be a lemon.
44. The advertising by the GM Corporate Governance Defendants also was deceptive, and did not honestly tell about GM's "Policy" of litigation abuse, should a GM Consumer have to file suit because of GM's failure to honor their warranty.
45. The advertising, described above, also fraudulently portrayed GM Trucks as being "Built like a Rock", and being dependable, and safe.
46. The GM Corporate Governance Defendants knew when they ran the advertising, described above, that they had set a "Cost-effective" Policy whereby if GM knew a vehicle was not safe, and could kill the consumer, if it cost over \$2.20 to make the vehicle safe, GM would not fix the vehicle. [See GM's Ivey Report].

47. The fraudulent advertising claimed that GM cared about consumers, when nothing could be further from the truth, in that GM has allowed as many as 500 GM Consumers a year to die horrible deaths in unsafe GM Vehicles, because GM decided it was more cost-effective to let them die, than to spend \$5.00³, or less, to make the vehicles safe.
48. The GM Corporate Governance Defendants failed to provide the Plaintiff with an honest, truthful, warranty prior to his truck purchase so that the Plaintiff could compare warranties, prior to a vehicle purchase, as intended by Congress with the Magnuson-Moss Warranty Act.
49. From at least 1996, to the present, the Florida Plaintiff, Billy Ray Kidwell has been a customer of Comcast, watching television stations such as WGN-TV from Illinois, CNBC from Manhattan, and TNT out of Atlanta at his home on cable.
50. In September, November, and December of 2002, prior to the purchase by Plaintiff of a 2003 Chevy S-10, the GM Corporate Governance Defendants approved, and caused to be broadcast in interstate commerce on television stations, including WGN-TV, CNBC, and TNT, many fraudulent GM Ads as described in the paragraphs above.
51. Those interstate commerce ads were far beyond "mere puffery", and made false factual representations, as described herein, that were intentionally deceptive, and

³ General Motors OWN Ivey Report, and Florida Courts, have found that GM places a \$2.20 price, as their value of a human life.

part of a Rico scheme by the GM Corporate Governance Defendants to create a fraudulent representation of GM Vehicles.

52. Those interstate commerce ads were broadcast in bad faith to defraud, and cheat, prospective GM Consumers, including Plaintiff, out of money, by means of false, and fraudulent pretenses, in direct violation of Title 18 § 1343.
53. At the time the GM Corporate Governance Defendants approved, and ran the fraudulent GM Truck Ads, described above, said Defendants were fully aware that thousands, and thousands, of GM Trucks had a Piston Slap Problem.
54. At the time the GM Corporate Governance Defendants ran the fraudulent GM Truck Ads, described above, said Defendants were fully aware that some GM Trucks had a defective Gas Gauge.
55. When the GM Corporate Governance Defendants approved, and ran the fraudulent GM Truck Ads, described above, said Defendants were fully aware that some of their GM Trucks had a Transmission Whine, or slipping transmission.
56. When the GM Corporate Governance Defendants approved, and ran the fraudulent GM Truck Ads, described above, said Defendants were fully aware that some GM Trucks had a door water leak, or a window, or windshield leak.

57. When the GM Corporate Governance Defendants approved, and ran the fraudulent GM Truck Ads, described above, said Defendants were fully aware that some GM Trucks had an electrical short, or electrical problems.

58. When the GM Corporate Governance Defendants approved, and ran the fraudulent GM Truck Ads, described above, said Defendants were fully aware that some GM Trucks had a third door problem, where the plastic door handle would break.

59. When the GM Corporate Governance Defendants approved, and ran the fraudulent GM Truck Ads, described above, said Defendants were fully aware that some GM Trucks had problems with the brake system.

60. GM Corporate Governance knew that such a substantial number of 2003 GM Trucks had problems of one kind or another, as is described above, that it rendered the GM Defendants interstate radio, and television, ads claiming Chevy Trucks are "*Built Like a Rock*", and that "*Chevy is the most Dependable Truck*", factually untrue, and harmful to potential GM consumers, including Plaintiff.

61. The Plaintiff, being completely deceived by the GM Corporate Governance Defendant's fraudulent, and deceptive, advertising purchased a new 2003 Chevy S-10.

(B) Wire and Mail Fraud

62. Plaintiff watched, at a minimum, thirty (30) of those fraudulent GM Truck Ads by the GM Defendants in September, November, and December of 2002, falsely claiming that GM Trucks were "*Built Like a Rock*", while said ads were completely silent as to the truth about a third party administrating the GM Warranty.
63. Those thirty (30) fraudulent ads described in paragraph sixty-two (62) above were untrue as to the actual material facts and intended by Defendants to create a fraudulent representation of GM Trucks.
64. Those thirty (30) fraudulent ads described in paragraph sixty-two (62) above constituted thirty (30) separate acts of wire fraud in interstate commerce in violation of Title 18 § 1343 by the GM Defendants.
65. In September, November, and December of 2002, the GM Defendants caused to be broadcast in interstate commerce on television stations, including WGN-TV, CNBC, and TNT, a minimum of thirty (30) fraudulent GM Ads claiming GM Trucks have a written warranty, with the ads either stating, or strongly implying, that GM honored it's written warranty, which is factually not true.
66. Defendants Television ads, as described in paragraph sixty-five (65) above was factually untrue and intended by Defendants to create a false, or fraudulent, representation

of GM Trucks, thereby constituting thirty (30) intentional acts of wire fraud in direct violation of Title 18 § 1343.

67. As a direct result of the wire fraud by the GM Defendants fraudulent advertising scheme in direct violation of Title 18 § 1343, the Plaintiff purchased a brand new Chevy S-10 for \$26,157.63.

(C) Breach of Warranty

68. Plaintiff after being deceived into purchasing a new 2003 S-10 Pickup from the GM Defendants found that the dash lights, and sometimes headlights, would go out at night due to an electrical short of some kind.

69. Plaintiff's new Chevy Truck started knocking when the engine idled, and the engine would sometimes not start, and stall at traffic lights.

70. Plaintiff noticed red fluid all over his driveway, and the transmission started whining, and slipping.

71. Plaintiff's new truck would shimmy, and go all over the road, endangering everyone in the truck when you went over forty (40) miles an hour.

72. Plaintiff's gas gauge would say there was half a tank of gas, and the truck would run out of gas, leaving Plaintiff stranded, severely harming Plaintiff, who is severely

disabled, and can't walk far, and would burn up in the hot Florida sun.

73. The doors would let water run in when it rained which filled the truck with dangerous mold.
74. Plaintiff took the truck to Palm Auto Mall, which after six months told Plaintiff they were giving up, and would not try to fix the truck anymore because it was clearly a Lemon.
75. Because the GM Dealership would not honor the warranty, or even try to fix Plaintiff's truck anymore, the Plaintiff started sending many letters to former CEO Richard Wagoner, to the GM Board of Directors, to the President, and Vice President of General Motors for North America, and to other Corporate Governance of General Motors, advising them that he was making substantial monthly payments on his GM Truck, and that the truck would not even start, and that Plaintiff wanted his defective truck fixed, as promised by the written warranty.
76. It was the Plaintiff's hope that he would find just one honest person in the governance of General Motors that would either provide him with a working truck, like he paid Defendants for, or return his money.
77. Despite sending letter, after letter, to the CEO of General Motors, G. Richard Wagoner, and to each GM Board of Directors Member, explaining the facts, there was not one honest person running GM, that would simply provide

Plaintiff with what he had paid them for, a safe, working, truck, or be honest enough to return the money they stole from Plaintiff.

78. In those letters to GM CEO, G. Richard Wagoner, and to each member of the GM Board of Directors, the Plaintiff made those Defendants fully aware that Plaintiff is on a fixed income and that it was causing the Plaintiff Great Harm, and undue financial hardship, by his having to pay \$386.26 a month, for a S-10 Truck that would not even start, and endangered those that drove it, if they could get it running.

79. Plaintiff also explained in those letters to Defendant, G. Richard Wagoner, and to each member of the GM Board of Directors, that because the S-10 would not start, or run, and GM would not honor it's warranty, that Plaintiff, who received a small government disability to live on, not only suffered a great financial hardship from paying every month, for a truck that would start, or run, but Plaintiff also had to pay for a replacement vehicle that would run, while Plaintiff had to store the non-running truck that GM refused to repair.

80. Plaintiff also explained in those letters to Defendant, G. Richard Wagoner, and to each member of the GM Board of Directors, that Plaintiff had been promised by GM's attorneys several times that they were sending someone to "inspect" the defective, unsafe, non-running, lemon truck but that no one had ever showed up.

81. From 1-20-2003, the date the Plaintiff purchased his new Chevy Truck, to the present, 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, since Plaintiff is disabled, and has a bad leg, and the un-running truck is blocking Plaintiff's driveway.
82. To keep Plaintiff from junking the truck, to get it out of his driveway, about every six months the GM Defendants have their attorneys tell the Plaintiff they are sending someone to "inspect" the non-running truck, just to harass Plaintiff, since no one ever shows up.
83. The GM Defendants refuse to give the Plaintiff any reason they will not honor the warranty and fix the defective truck.

(D) Fraud on Florida's Lemon Law Process

84. Pursuant to Florida Statute 681.104(1)(a) after three attempts were made to repair the same non-conformity the Plaintiff gave written notification to the manufacturer, as Plaintiff was instructed by the GM Dealership to do, by sending a Lemon Law Complaint to the Chevy Motor Division, Customer Assistance Center, P.O. Box 33170, Detroit, MI 48232 by Registered Mail.

85. Plaintiff also sent similar Lemon Law Complaints to CEO Richard Wagoner, and to each GM Board of Directors member named in this lawsuit.
86. In those Lemon Law Complaint Letters, the Plaintiff gave the GM Defendants Formal **NOTICE** that should he not prevail in the Lemon Law Process that Plaintiff was pursuing this matter to Federal Court, and would be filing this Federal Lawsuit.
87. Florida Statute 681.104(1)(a) does not allow the Lemon Law Complaint to go to a third party, and specifically requires that the Lemon Complaint be filed with the manufacturer.
88. 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.
89. Unknown to the Plaintiff at the time, the GM Defendants had Lemon Law Complaints, including Plaintiff's Lemon Law Complaint, that were sent to the Chevy Customer Assistance Center in Detroit, secretly forwarded to the Sitel Corporation, which is a third party, and not allowed, according to F.S. 681.104(1)(a), to be served with the Lemon Law Complain, since Florida Law REQUIRES service ONLY on the manufacturer.
90. Florida Statute, F.S. 681.104(1)(a) is very clear that ONLY the manufacturer is to be served the consumer's Lemon Law Complaint.

91. *In addition*, Florida Law requires that the consumer in a Lemon Law Process be provided with all evidence, and this requirement was intentionally violated by the GM Defendants as they kept secret that it was not General Motors that was involved in the Lemon Law Process with Plaintiff, as required by Florida Law, but rather the Sitel Corporation.
92. The address of the Sitel Corporation, and Carolyn Westberg, have been kept secret from the Plaintiff by General Motors using its own Corporate address, and secretly forwarding the correspondence the Plaintiff sends, deceiving the Plaintiff into believing he is dealing with General Motors.
93. To further intentionally violate Chapter 681, and deceive the Plaintiff about the involvement of the Sitel Corporation, the GM Defendants created, or manufactured, a number of fake letters misrepresenting that Carolyn Westberg was a GM Employee.
94. To further the scheme of the GM Defendants, to commit a fraud on Florida's Lemon Law Process, the GM Defendants suborned Perjury from Steven Nichols, a GM Employee in Tampa, Florida, who committed Perjury, and testified, under oath at Plaintiff's Lemon Law Hearing, that Carolyn Westberg is a GM Employee.
95. As a result of this intentional Fraud on Florida's Lemon Law Process by the GM Defendants, both Plaintiff, and the Lemon Law Hearing Officer were deceived into believing that Carolyn Westberg is a GM Employee.

96. As a result of this intentional Fraud on Florida's Lemon Law Process by the GM Defendants, the Lemon Law Hearing Officer ruled that Carolyn Westberg was a GM Employee.
97. And based solely on Carolyn Westberg being a GM Employee, who had submitted a letter claiming the Plaintiff did not serve her by Registered Mail as required by Florida's Chapter 681, the Plaintiff was denied Lemon Law Relief.
98. As Plaintiff's Lemon Law Judgment makes extremely clear, if Carolyn Westberg was not a GM Employee, the Plaintiff would have prevailed in Florida's Lemon Law Process.
99. Plaintiff's Lemon Law Judgment clearly states Plaintiff met ALL requirements for Lemon Law Relief, and a letter from GM Employee Carolyn Westberg was the sole reason Plaintiff was denied Florida Lemon Law Relief. [Emphasis added].
100. Now in this lawsuit, after the GM Defendants have litigated in Florida's Lemon Law Process, and even had GM Employee, Steven Nichols, testify under oath that Carolyn Westberg was a GM Employee, their attorney, Phyllis Sumner, has informed this Court that it was all lies.
101. According to the GM Defendant's Attorney in this lawsuit, Phyllis Sumner, the Defendant, Carolyn Westberg, was NEVER a GM Employee, but rather worked for the Sitel Corporation.

102. If Attorney Phyllis Sumner is telling the truth that means that her clients, the GM Defendants, committed a **Fraud on Florida's Lemon Law Process**, and intentionally lied about Carolyn Westberg being a GM Employee. [Emphasis added.]
103. It would mean that the GM Defendants suborned the Perjury of GM Employee, Steven Nichols, to intentionally deceive the Florida Lemon Law Officer, committing a Fraud on Florida's Lemon Law Process.
104. It would mean that the GM Defendants obtained a favorable Lemon Law Judgment against Plaintiff solely by a Fraud on Florida's Lemon Law Process.
105. It would mean that the Plaintiff was, and is, legally entitled to Florida Lemon Law Relief, including the return of the money he paid for the Lemon GM Truck, less the amounts authorized by law.
106. It would mean that the Plaintiff is entitled to fifty dollars (\$50.00) a day since the date of his Lemon Law Judgment, as authorized by Florida Law, until the GM Defendants pay him.
107. It means that Plaintiff is entitled to reasonable storage fees for having to store the Lemon GM Truck on his property.

108. It means that Plaintiff is entitled to reasonable damages for the intentional aggravation of his health by Defendants, for the heart problems, and possible Stress-Caused Heart Attack, intentionally inflicted on Plaintiff by Defendants, for the years of aggravation, damages for all the work, time, expenses, filing fees, and all other costs, and damages caused by Defendants intentionally committing a Fraud on Florida's Lemon Law Process, and harming Plaintiff.

109. Plaintiff is entitled to all damages, and harm, wrongly inflicted on him by the Defendant's **Fraud on Florida's Lemon Law System**⁴ in Plaintiff's case.

110. Plaintiff was informed by both the Better Business Bureau, and GM Employee Steven Nichols, that GM had a copy of all the Lemon Law Records, including a true, and correct, tape recording of the Lemon Law Hearing, and is required by law to keep, and care, for that evidence, since Plaintiff had given prior formal NOTICE he would pursue this matter to Federal Court.

(E) The Doctrine of Collateral Estoppel or Issue Preclusion

111. With the same, exact, GM Defendants that are in this lawsuit, Florida's Second District Court of Appeals has

⁴ Since the Lemon Law Hearing was a Quasi-Judicial Hearing, a Fraud on that hearing by Defendants, is similar to a Fraud on the Courts.

ruled that Plaintiff's Lemon Law Hearing was a Quasi-Judicial Hearing.

112. At Plaintiff's Lemon Law Hearing, with the same, exact, GM Defendants that are in this lawsuit, it was litigated, and decided by the Lemon Law Hearing Officer, that Plaintiff paid the GM Defendants, in excess of \$26,000, for what was supposed to be a working, safe, Chevy Truck, and the Plaintiff never received from the GM Defendants what he paid them for.

113. Plaintiff was swindled.

114. At Plaintiff's Lemon Law Hearing, with the same, exact, GM Defendants that are in this lawsuit, it was litigated, and decided by the Lemon Law Hearing Officer, that Carolyn Westberg is, and was at all times, a GM Employee.

115. At Plaintiff's Lemon Law Hearing, with the same, exact, GM Defendants that are in this lawsuit, it was litigated, and decided by the Lemon Law Hearing Officer, that Plaintiff's GM Truck is a complete Lemon with an engine knock, an engine that won't start, a gas gauge that never worked, a transmission that whines, and slips, doors

that leak water, a windshield with a leak, door handles that break, and doors that won't open, seats that are broke, an electrical short, and an interior that is "shot" and full of mold, due to all the water leaks.

116. At Plaintiff's Lemon Law Hearing, with the same, exact, GM Defendants that are in this lawsuit, it was litigated, and decided by the Lemon Law Hearing Officer, that the defects listed in the paragraph above substantially impair the vehicle, and that Plaintiff's truck is not fit for its intended purpose.

117. At Plaintiff's Lemon Law Hearing, with the same, exact, GM Defendants that are in this lawsuit, it was litigated, and decided by the Lemon Law Hearing Officer, that the Plaintiff met all requirements for Lemon Law Relief, except for a letter from GM Employee Carolyn Westberg claiming that Plaintiff's First Lemon Law Complaint sent to her was not by Registered Mail.

118. The GM Defendant's Attorney, Phyllis Sumner, now claims that Carolyn Westberg was never a GM Employee, which means that Plaintiff met ALL the requirements, pursuant to Florida Law, for Lemon Law Relief.

119. Pursuant to the well-settled doctrine of Collateral Estoppel, those findings, that were fairly litigated among the same parties, are binding on this Court.

120. Pursuant to the well-settled doctrine of Issue Preclusion, those findings, that were fairly litigated among the same parties, are binding on this Court.

(F) A Fraud on the Florida State Courts

121. On July 26, 2005 the Plaintiff filed a State Lawsuit against General Motors in Charlotte County Florida, Case 05-1747-CA.

122. From July 26, 2005 until the present the GM Defendants have litigated in the Florida State Court that Carolyn Westberg is a General Motors Employee, with the title of being a General Motors Customer Relationship Manager.

123. When the Plaintiff appealed parts of his State Court Lawsuit with the Second District Court of Appeals in Florida the GM Defendants continued their litigation that Carolyn Westberg is a GM Employee, with the Official Title of General Motors Customer Relationship Manager.

124. It has been litigated in two Florida State Courts by the GM Defendants for over four years that Carolyn Westberg is a GM Employee.

125. On February 24, 2009 the General Motors Legal Department, in the form of Attorney Michael Gruskin, informed the Plaintiff that Carolyn Westberg was never a GM Employee, which meant that General Motors had been committing a Fraud on Florida's Lemon Law Process, and State Court System, and even obtained judgments against the Plaintiff by Fraud.

126. On March 4, 2009 the GM Defendant's Attorney, Phyllis Sumner, contacted Plaintiff and also claimed that Carolyn Westberg never worked for General Motors, and had worked for a Sitel Corporation.

127. So according to GM Attorneys Michael Gruskin, and Phyllis Sumner, for over four years their clients have been committing a fraud on Florida's Lemon Law Process, and on two Florida Courts about Carolyn Westberg being a GM Employee.

128. That means that the General Motors Defendants fraudulent manufactured, or caused to be fraudulently

manufactured, the fake letter Exhibit they used in the Lemon Law Process to claim Carolyn Westberg was a GM Employee, and which was the sole reason Plaintiff was denied Lemon Law Relief.

129. According to GM Attorneys Michael Gruskin, and Phyllis Sumner, for over four years their clients have intentionally violated the Florida Chapter 681 Rights of the Plaintiff.

130. According to GM Attorneys, Michael Gruskin, and Phyllis Sumner, for over four years their clients have intentionally violated the Magnuson-Moss Warranty Rights of Plaintiff.

131. According to GM Attorneys, Michael Gruskin, and Phyllis Sumner, for over four years their clients have intentionally violated the First Amendment Rights of Plaintiff to "Meaningful" Access to the Courts, and Plaintiff's Fourteenth Amendment, Due Process Rights with their four years of lies about Carolyn Westberg.

132. All of this constituted a Fraud on Florida's Court System.

133. Plaintiff has not only had his statutory, and Constitutional, Rights violated for over four years by the GM Defendant's Fraud on the State Courts, and their lies about Carolyn Westberg, but said wrongful conduct strongly contributed to a Stress-Caused Heart Attack Plaintiff suffered, and caused substantial aggravation of Plaintiff's health.

134. The GM Defendant's Fraud on the Courts has cause Plaintiff four years of loss of sleep, stomach problems, to be constantly sick four years, undue stress, to work day, and night trying to get at the truth, and massive amounts of related harm.

(G) Rico Predicate Acts

135. The GM Corporate Governance Defendants, have a long, well-documented history, pattern, and custom of Obstruction, the Spoliation of Evidence, and other litigation abuse in the Courts.

136. The GM Corporate Governance Defendants have set a bad faith "Policy" for General Motors to Obstruct Justice, and for General Motors Employees, and Attorneys, to lie, and engage in the Spoliation of Evidence, and do whatever it takes, to violate the rights of GM consumers, including

Plaintiff, and deny them "*Meaningful*" access to state Lemon Law Processes, and the Courts.

137. The GM Policy, set by the GM Corporate Governance Defendants, is to prevail against the consumer, when the consumer makes a Complaint, no matter how dishonest the tactics, and methods used are.

138. The GM Policy of OBSTRUCTION, and a FRAUD ON THE COURTS resulted in the Obstruction to Florida's Lemon Law System, and Florida's Courts, for Plaintiff, as described above, which constituted Rico Predicate Acts.

139. The GM Defendants used the United States Mail in their scheme to Obstruct Plaintiff's Access to Florida's Lemon Law Process, and the Courts, by sending fake, and falsified, documents to Plaintiff, Lemon Law Officials, and the Courts through the U.S. Mail System, which furthered their criminal scheme, and constituted Mail Fraud.

140. Each act of mail fraud constituted a separate Rico Predicate Act.

141. The OBSTRUCTION to the Lemon Law Process, and Courts, by using criminal "*Tactics*", such as falsifying evidence, and committing Perjury, constituted Predicate Rico Acts.

142. From September of 2002 to the present, GM CEO G. Richard Wagoner, and the named GM Board of Directors, approved, and caused to be broadcast in interstate commerce on television stations, thousands of advertisements, fraudulently claiming that they have a "Mr. Goodwrench" mechanic at their dealerships that is honest with consumers.

143. In reality General Motors instructed its "Mr. Goodwrench" mechanics at its dealerships to purposefully lie to consumers, and fraudulently claim that the engine piston slap, or engine knock problem, and other vehicle defects, and engine noises, are "normal".

144. When the *Pro Se Litigant* kept complaining about the engine knock, and related engine problems, "Mr. Goodwrench" at Palm Chevy in Punta Gorda kept lying to the *Pro Se Litigant*, and kept telling him the engine knock was "normal", and that General Motors Engines produce more horsepower by knocking.

145. The claim by Defendants G. Richard Wagoner, and the named GM Board of Directors, that engines with a piston slap produce more horsepower, is an out, and out, lie.

146. All of the thousands of television ads by Defendants G. Richard Wagoner, and the named GM Board of Directors, from September of 2002 to the present, about a "Mr. Goodwrench", are fraudulent, as to the actual material facts, and constitute thousands of acts of wire Fraud in

violation of Title 18 § 1343, and separate Rico Predicate Acts.

147. The Plaintiff received advertisements by U.S. Mail in which Defendants G. Richard Wagoner, and the GM Board of Directors, made similar fraudulent claims, as they did in their television advertising, that "*GM Trucks were Built Like a Rock*", that they were the most dependable trucks, that they had a written warranty, and those written advertisements were worded to make the consumer, including Plaintiff, believe GM abided by said written warrant.
148. Those sporadic fraudulent mail advertisements by GM Corporate Governance, CEO G. Richard Wagoner, and the named GM Board of Directors, also often contained fraudulent statements about a "*Mr. Goodwrench*" being at GM Dealerships.
149. Those sporadic fraudulent mail advertisements by GM Corporate Governance, CEO G. Richard Wagoner, and the named GM Board of Directors, constituted intentional acts of Mail Fraud, in direct violation of Title 18 § 1341, and also separate Rico Predicate Acts.
150. CEO G. Richard Wagoner, and the named GM Board of Directors, knew that the advertising they caused to be sent by U.S. Mail was not truthful, and that it was part of a scheme to defraud thousands of prospective GM Customers, including Plaintiff, out of money, by U.S. Mail, and constituted Rico Predicate Acts.

151. Plaintiff was deceived, and severely harmed, as a result of the fraudulent U.S. Mail advertising by those Defendants.
152. Defendants scheme to defraud was advanced, concealed, and furthered by the Wire, and Mail Fraud, as described herein, and also by a conspiracy among Defendants, which also constituted Rico Predicate Acts.
153. As a result of the Wire, and Mail Fraud, described here-in Plaintiff was tricked into buying a defective Chevy S-10.

(H) The Association-In-Fact Rico Enterprise

154. CEO G. Richard Wagoner, the named GM Board of Directors, Defendant Carolyn Westberg, and the "New" General Motors Company are members of a General Motors Association-In-Fact Rico Enterprise.
155. GM CEO G. Richard Wagoner, the named GM Board of Directors, Defendant Carolyn Westberg, and the General Motors Company, are all "persons" as described at Title 18 § 1961(3).
156. This Rico Enterprise is composed of a relatively loose-knit group of people, and the legal entity of the General Motors Company that form an Enterprise, as described in Title 18 § 1961(4), very similar to a Mafia Crime Family, or Organized Crime Family.

157. The Rico "*Enterprise*" described in this lawsuit possesses three characteristics, a continuity of structure, and personnel, a common or shared purpose, and an ascertainable structure distinct from that inherent in the pattern of racketeering.
158. This Rico "*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.
159. The members of this GM Rico Crime Family have a shared purpose of profiting, or enhancing their employment, or lot in life, by the Racketeering Acts described in this Civil Complaint.
160. Sometimes their shared purpose is to cover-up prior wrongful acts, or crimes, committed by members of their Rico Enterprise, such as the Fraud in the Courts.
161. The members of the GM Rico Crime Family also have a shared purpose of doing whatever it takes to make sure the truth is concealed, and never makes it to a Lemon Law Hearing, or to the Courts, when a victim, such as the Plaintiff, seeks redress for a Lemon GM Vehicle.

162. This Rico "Enterprise" is separate, and distinct, from the predicate Rico Acts, and contains an Organizational Pattern, beyond what was necessary to perpetrate the predicate crime(s).

163. GM CEO G. Richard Wagoner, the named GM Board of Directors, Defendant Carolyn Westberg, and the General Motors Company operate, and manage, the Rico Enterprise.

(I) On February 24, 2009 Plaintiff First Discovers the Fraud on the Lemon Law Process, and Fraud on the Courts, and Other Violations

164. In December of 2008 the Pro Se Plaintiff first received, by means of discovery from the GM Defendants, in his State Lawsuit, three alleged letters from Carolyn Westberg that were unsigned, and looked fake.

165. Then on February 24, 2009 GM Attorney, Michael Gruskin, sent an e-mail to Plaintiff advising that his clients had been lying all along about Carolyn Westberg, informing Plaintiff that Carolyn Westberg was never a GM Employee.

166. Another GM Attorney, Phyllis Sumner, on March 4, 2009, confirmed that the GM Defendants had used fraud on Florida's Lemon Law Process, and Courts, by fraudulently

claiming that Carolyn Westberg a GM Employee, when in fact she had never been employed by General Motors.

167. Those attorney statements revealed to the Plaintiff, for the first time, that the Defendants in this lawsuit are members of a Rico Association-In Fact Enterprise, and liable pursuant to Federal Rico Statutes, for triple damages.

168. Plaintiff, with due diligence, had no way of discovering about this Rico Association-In-Fact Enterprise, that he is a victim of, or the many Acts of Racketeering by Defendants, other than by means of the discovery documents, Defendants were concealing, and did not provide to Plaintiff until December of 2008, and the follow-up GM Attorney Admissions.

169. The Rico Violations complained about in this lawsuit started in 2003 and are ongoing, and continue today.

(J) Rico Scheme to OBSTRUCT Plaintiff's Access to Florida Law Chapter 681 "The Motor Vehicle Warranty Enforcement Act"

170. To protect consumers in situations, such as this, the Florida Legislature passed Chapter 681, cited as the Motor Vehicle Warranty Enforcement Act, and known as the Florida Lemon Law.

171. On July 12, 2004 Plaintiff sent a Notice of lemon defects on his truck to GM, exactly as required by Chapter 681, by certified mail.
172. 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.
173. Defendants did not respond and Plaintiff kept sending letter, after letter, to GM by certified mail demanding his Lemon Law Rights.
174. Five months later in December of 2004 Defendant, Carolyn Westberg, called the Plaintiff and said that she was sorry that she had not responded within the ten (10) day limit, and stated that she had lost Plaintiff's file for several months, and she promised someone would attempt to fix Plaintiff's defective truck right away.
175. GM had clearly violated the F.S. 681.104(a) ten day time limits, and the *Pro Se Plaintiff* was legally entitled to return of his money paid for the truck.
176. Defendant, Carolyn Westberg, 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, to deny Plaintiff "*Meaningful*" Access to the Lemon Law Process, and

the Courts, by concealing the truth about GM's violation of F.S. 681.104(4) and GM's failure to respond within ten (10) days.

177. It is clear from the Lemon Law Records that Defendant, Carolyn Westberg, conspired with other members of the Rico Enterprise to conceal, and falsify, GM records to deceive the Lemon Law Officer, and the State Courts.

178. Defendant Carolyn Westberg lied about the letter Plaintiff sent on July 12, 2004 giving Notice of lemon defects on his truck, and fraudulently claimed that it was not sent by certified mail.

179. Defendants had GM Lemon Law Representative, Stephen Nichols, commit perjury at the Lemon Law Hearing and lie about the phone call in December where Defendant, Carolyn Westberg, called Plaintiff and ADMITTED losing Plaintiff's file, and not responding for over four months.

180. Now the Plaintiff discovers that Carolyn Westberg was never a GM Employee at all and his whole Florida Lemon Law Process was a sham, based on lies by Defendants, and fake documents.

181. 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.

182. Defendant Carolyn Westberg falsified more GM records by fraudulently claiming that she attempted to call Plaintiff in August 6, 2004 and that Plaintiff's phone was disconnected.
183. Phone records prove this was a lie.
184. Defendant Westberg was so busy falsifying GM records that she became confused and actually created three separate fake letters for December 14, 2004, that she fraudulently claims were sent to Plaintiff, that actually conflict with each other.
185. None of those letters were sent to Plaintiff, and would not have made sense to send, since they contradicted each other.
186. The only reason Plaintiff was denied relief from the Lemon Law Process was because of Defendant Westberg's fraudulent documents Plaintiff did not see until December 2008.
187. At the hearing another GM employee, Stephen Nichols, testified, under oath, that a magic hurricane came to Port Charlotte and stopped mail, and phone service, at Plaintiff's house on August 6, 2004.
188. Just as Defendant Westberg became confused lying so much and created three conflicting fake letters in one day, the GM Lemon Law Representative, Stephen Nichols, became

confused lying and forgot that hurricane Charlie did not hit Florida until August 14, 2004, some eight days AFTER the date he testified under oath a hurricane stopped mail at Plaintiff's house.

189. Plaintiff's phone records prove Plaintiff's phone operated perfect on August 6, 2004.

190. National Weather Service Records prove the weather was bright and clear on August 6, 2004, when GM had its employees commit perjury, under oath, fraudulently claiming a hurricane was stopping mail, and phone service, at Plaintiff's house.

191. Defendants used the Rico Predicate Crimes of Fraud, Perjury, and Obstruction to deny Plaintiff "Meaningful" access to Florida's Lemon Law Process.

192. It is now going on five years since Plaintiff has served the GM Defendants a Certified Lemon Law Notice that his Brand New Truck will not start, or run, and is not safe to drive if it could be started, and Defendants have not made a single attempt to repair said Vehicle, or to honor their warranty.

193. It is now a year since the Written Warranty has run out and Defendants have, for the full time period of their written warranty, refused to honor said warranty or make any attempt to get Plaintiff's now old truck running.

194. Defendants have clearly intended to criminally defraud Plaintiff.
195. Plaintiff's S-10 has not started, or moved, since sometime in 2004.
196. Plaintiff has sent a minimum of nine separate Complaint Letters addressed personally to the CEO of General Motors, G. Richard Wagoner, and to each GM Board of Directors Member, Defendant, Percy N. Barmevick, Defendant, Erskine B. Bowles, Defendant, John H. Bryan, Defendant, Armando M. Codina, Defendant, George M.C. Fisher, Defendant, Karen Katen, Defendant, Kent Kresa, Defendant, Ellen J. Kullman, Defendant, Phillip A. Laskawy, Defendant, E. Stanley O'Neal, Defendant, Eckhard Pfeiffer, fully explaining that Plaintiff's S-10 Truck is defective, undrivable, and won't start, requesting that they honor their advertised "*Corporate Responsibility*" and provide Plaintiff with a working truck, like he paid them for.
197. In those letters to GM CEO, G. Richard Wagoner, and to each member of the GM Board of Directors, the Plaintiff described the facts contained in this lawsuit.
198. Plaintiff in addition to constantly contacting the CEO of General Motors, and each member of the GM Board of Directors, also asked the attorneys for GM, Rumberger, Kirk & Caldwell, a number of times to abide by the BBB Chapter 681 Decision and to make a last effort to repair the defective lemon truck that was sitting in Plaintiffs driveway not running.

199. The failure of the CEO, G. Richard Wagoner, and each member of the GM Board of directors, to abide by Chapter 681 decision and either have the defective, lemon, truck repaired, or replace it intentionally caused the Plaintiff to suffer massive pecuniary, and other, damages.
200. Those damages include the loss of use of his driveway for five years in this ongoing violation, loss of use of a new truck, which is what Plaintiff paid Defendants for.
201. Plaintiff suffered extreme financial hardship due to the loss of a large part of Plaintiff's fixed income, as he has had to pay for a service (another truck for transportation) since Defendants have not provided Plaintiff a working truck, despite charging him for one.
202. Plaintiff had to pay insurance on a non-running vehicle for years, until he simply did not have enough money to buy food, and support a non-running truck too.
203. Plaintiff had to pay interest on a loan for a non-running vehicle.
204. Plaintiff had to borrow money due to the extreme financial hardship intentionally inflicted on Plaintiff by Defendants dishonest business practices, and violations of Chapter 618.
205. Plaintiff suffered severe damage to Plaintiff's health due to massive, undue stress intentionally inflicted on

Plaintiff by Defendants, with this wrongful conduct, despite their knowing Plaintiff has a severe stress disorder, and that undue stress caused the Plaintiff massive medical harm.

206. Plaintiff has suffered severe damage to Plaintiff's health due to having to walk miles in the hot Florida sun while disabled, with a bad back in severe pain, a bad heart causing pain, a bad leg, and numb side, at least nine times due to the defective truck.

207. Plaintiff, a highly decorated 100% disabled Service-Connected Veteran, and his family, had to suffer a much lower standard of living, in essence losing five years of his life, due to the extreme financial hardship intentionally inflicted on him by the multi-millionaire Defendants, with their inhuman greed, and lack of ethics.

208. In those letters to GM CEO, G. Richard Wagoner, and to each member of the GM Board of Directors, the Plaintiff made those Defendants fully aware that Plaintiff is a 100% Service-Connected Severely Veteran with a stress disorder, and a history of stress-caused heart attacks, and that the conduct of CEO G. Richard Wagoner, and the named GM Board of Directors in not providing Plaintiff with a working vehicle, like he paid them for, and their engaging in the other wrongful conduct described herein was causing extreme harm to Plaintiff's health.

209. GM CEO, G. Richard Wagoner, and each member of the GM Board of Directors, fully knowing that they were causing

extreme harm to Plaintiff's health, continued to intentionally harm him, with a specific intent to harm the Plaintiff, as described in this Complaint, removing any cap on Punitive Damages.

210. The motive of GM CEO G. Richard Wagoner, and the named GM Board of Directors, in intentionally harming Plaintiff was to intentionally steal his money by not providing Plaintiff with what he paid them for.

211. Defendant, Carolyn Westberg's motive for the illegal falsifying of Plaintiff's GM truck records was to enhance her employment with the Sitel Corporation, and possibly receive perks, bonuses, or a pay raise.

212. Plaintiff has suffered damages from years of inhuman torture at the hands of this Rico Enterprise, and the harassment has harmed Plaintiff so much most of the time he is bed ridden, and unable function.

213. The wrongful conduct of the Defendants towards the disabled Plaintiff, as described herein, has caused Plaintiff to suffer undue stress, constant heart pains, loss of sleep, a stomach disorder, many nerve related problems, and is endangering the life of the Plaintiff and could cause his death with a Stress-Caused Heart Attack.

214. Defendants G. Richard Wagoner, and the named GM Board of Directors, use a Racketeering Scheme, that when victims of their mail, or Wire Fraud, attempt to use a Lemon Law Process, or sue in Court, the Defendants "rig" the process,

and OBSTRUCT, victims, like the Plaintiff, violating their rights, while denying them "Meaningful" access to the Lemon Process, or the Courts.

(K) The New General Motors Company

215. It should be noted that while the wrongful conduct described herein started under a different entity, the old General Motors Corporation, that some of the named GM Defendants are now part of the New General Motors Company, and have carried the same wrongful "Policies", and wrongful conduct towards the Plaintiff, over to the New GM Company.

216. The New General Motors Company is using funds provided to them pursuant to the United States Congress for a "Bailout" of General Motors to continue the prior GM Corporation's policy of dishonesty, Obstruction in the Courts, Retaliation, and Harassment of the *Pro Se Litigant*.

217. Despite having a bankruptcy filed by the old GM Corporation, the GM Defendants in this case have not asked this Court to suspend the prosecution of this lawsuit, as would be required by statute if the funds for the GM Defendant's ongoing harassment, and illegal conduct, towards the Plaintiff, were being paid by the old GM Corporation, now known as "*Motors Liquidation Company*".

218. The facts in paragraph two hundred Seventeen (217) above prove that the GM Defendants named in this lawsuit are part of the New General Motors Company, and acting for

the New General Motors Company, and that the New GM is liable for that wrongful conduct.

(L) Punitive Damages

219. Defendant's goal is to make a dishonest profit by failing to provide consumers, such as Plaintiff, a dependable, safe, vehicle, like he paid them for.
220. The appalling wrongful conduct of CEO G. Richard Wagoner, the named General Motors Board of Directors, and New General Motors Company is motivated solely by unreasonable financial gain, their greed, despite their knowing there was a high likelihood of Plaintiff, and/or other consumers, being harmed by their wrongful conduct.
221. Defendants, after being made fully aware that their conduct was harming the *Pro Se Plaintiff*, engaged in a specific intent to harm the Plaintiff, and did intentionally cause additional harm to the Plaintiff, which effectively removes any cap on Punitive Damages.
222. The wrongful conduct of the Defendants is ongoing.
223. This lawsuit, and the illegal conduct of Defendants as described herein, is the very reason Congress passed the Rico Act.

FIRST CAUSE OF ACTION FOR FRAUDULENT ADVERTISING

224. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

225. The GM Defendants did intentionally engage in Fraudulent Advertising with the intent to harm, and defraud, customers, including Plaintiff, and did specifically harm Plaintiff.

226. Plaintiff was harmed and defrauded by the GM Defendant's fraudulent advertising as described herein.

227. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

228. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the Fraudulent Advertising.

SECOND CAUSE OF ACTION FOR WIRE AND MAIL FRAUD

229. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

230. The GM Defendants did intentionally engage in Wire, and Mail Fraud, as described herein, with the intent to harm, and defraud, customers, including Plaintiff, and did specifically harm Plaintiff.

231. Plaintiff was harmed and defrauded by the GM Defendant's Mail, and Wire, Fraud as described herein.

232. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

233. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the Wire, and Mail Fraud.

THIRD CAUSE OF ACTION FOR BREACH OF WARRANTY

234. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

235. The GM Defendants did intentionally Breach the advertised, and written, warranty for Plaintiff's GM Truck, as described herein, with the intent to harm, and defraud, the Plaintiff, and did specifically harm Plaintiff.

236. Plaintiff was harmed and defrauded by the GM Defendant's Breach of Warranty as described herein.

237. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

238. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the intentional Breach of Warranty.

FOURTH CAUSE OF ACTION FOR INTENTIONAL FRAUD ON FLORIDA'S
LEMON LAW PROCESS

239. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

240. The GM Defendants, and Defendant Carolyn Westberg, did intentionally commit a Fraud on Florida's Lemon Law Process, as described herein, with the intent to harm, and defraud, the Plaintiff, and did specifically harm Plaintiff.

241. Plaintiff was harmed by the GM Defendant's, and Defendant Carolyn Westberg's, Fraud on Florida's Lemon Law Process as described herein.

242. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

243. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the intentional Fraud on Florida's Lemon Law Process.

FIFTH CAUSE OF ACTION FOR VIOLATIONS OF F.S. CHAPTER 681

244. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

245. The GM Defendants, and Defendant Carolyn Westberg, did intentionally violate Florida Chapter 681, as described herein, with the intent to harm, and defraud, the Plaintiff, and did specifically harm Plaintiff.

246. Plaintiff was harmed by the GM Defendant's, and Defendant Carolyn Westberg's, violations of Florida Chapter 681 as described herein.

247. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

248. Plaintiff seeks all damages, and relief, specifically authorized by Florida Chapter 681.

249. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars

(\$10,000,000.00) to punish Defendants for the intentional violations of Florida Chapter 681.

SIXTH CAUSE OF ACTION FOR FRAUD ON THE STATE COURTS

250. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

251. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company did intentionally commit a Fraud on Florida's State Courts, as described herein, with the intent to harm, and defraud, the Plaintiff, and did specifically harm Plaintiff.

252. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company are involved in an ongoing Fraud on Florida's State Courts, as described herein, with the intent to harm, and defraud, the Plaintiff, and are specifically harming Plaintiff.

253. Plaintiff was harmed by the GM Defendant's, Defendant Carolyn Westberg's, and the New General Motors Company's Fraud on Florida's State Courts as described herein.

254. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

255. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the intentional Fraud on Florida's State Courts.

SEVENTH CAUSE OF ACTION FOR VIOLATIONS OF THE MAGNUSON-MOSS
WARRANTY ACT

256. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

257. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company did intentionally violate, and continue to violate, the Magnuson-Moss Warranty Rights of Plaintiff, as described herein, with the intent to harm, and defraud, the Plaintiff, and did specifically harm Plaintiff.

258. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company are involved in ongoing violations of the Magnuson-Moss Warranty Act against Plaintiff, as described herein, with the intent to harm, the Plaintiff, and are specifically harming Plaintiff.

259. Plaintiff was harmed by the GM Defendant's, Defendant Carolyn Westberg's, and the New General Motors Company's Magnuson-Moss Warranty Act violations as described herein.

260. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

261. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the intentional violations of Plaintiff's Magnuson-Moss Warranty Act Rights.

EIGHTH CAUSE OF ACTION FOR VIOLATIONS OF PLAINTIFF'S STATE
STATUTORY RIGHTS

262. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

263. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company did intentionally violate, and continue to violate, the Plaintiff's State Statutory Rights relating to access to State Courts, and State Civil Rights, as described herein, with the intent to harm the Plaintiff, and did specifically harm Plaintiff.

264. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company are involved in ongoing violations of Plaintiff's State Statutory Rights relating to access to State Courts, and State Civil Rights, as described herein, and are specifically harming Plaintiff.

265. Plaintiff was harmed by the GM Defendant's, Defendant Carolyn Westberg's, and the New General Motors Company's violations of Plaintiff's State Rights as described herein.

266. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

267. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the intentional violations of Plaintiff's State Statutory Rights.

NINTH CAUSE OF ACTION FOR VIOLATIONS OF PLAINTIFF'S FEDERAL
STATUTORY RIGHTS

268. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

269. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company did intentionally violate, and continue to violate, the Plaintiff's Federal Statutory Rights relating to access to Federal Courts, and Federal Civil Rights, as described herein, with the intent to harm the Plaintiff, and did specifically harm Plaintiff.

270. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company are involved in ongoing violations of Plaintiff's Federal Statutory Rights relating

to access to Federal Courts, and Federal Civil Rights, as described herein, and are specifically harming Plaintiff.

271. Plaintiff was harmed by the GM Defendant's, Defendant Carolyn Westberg's, and the New General Motors Company's violations of Plaintiff's Federal Rights as described herein.

272. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

273. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the intentional violations of Plaintiff's Federal Statutory Rights.

TENTH CAUSE OF ACTION FOR VIOLATIONS OF PLAINTIFF'S
CONSTITUTIONAL RIGHTS

274. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

275. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company did intentionally violate, and continue to violate, the Plaintiff's Constitutional Rights pursuant to the First, Fifth, and Fourteenth Amendments by their Fraud on Plaintiff's Lemon Law Hearing, and Fraud on the Courts against Plaintiff, denying Plaintiff

"*Meaningful*" Access, and Due Process, with the intent to harm the Plaintiff, and which did specifically harm Plaintiff.

276. The GM Defendants, Defendant Carolyn Westberg, and the New General Motors Company are involved in ongoing violations of Plaintiff's Constitutional Rights, as described herein, and are specifically harming Plaintiff.

277. Plaintiff was harmed by the GM Defendants, Defendant Carolyn Westberg's, and the New General Motors Company's violations of Plaintiff's Constitutional Rights as described herein.

278. Plaintiff seeks actual damages, in an amount to be determined by a jury, and all other damages, and relief that he is legally entitled to, for this Cause of Action.

279. Plaintiff seeks Punitive Damages, in an amount to be determined by a jury, but no less than ten million dollars (\$10,000,000.00) to punish Defendants for the intentional violations of Plaintiff's Constitutional Rights.

ELEVENTH CAUSE OF ACTION FOR VIOLATION OF RICO, 18 U.S.C. § 1962(C) OPERATION OF ENTERPRISE THROUGH RACKETEERING ACTIVITY

280. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

281. Plaintiff alleges that Defendants are associated with each other, and engaged in conduct that constitutes a Rico Pattern of Racketeering Activity.

282. Defendants are engaged in, and constitute, a Rico Enterprise, as described in this Complaint.

283. Defendants constitute a loosely knit Association-In-Fact Rico Enterprise.

284. Defendants engaged in Racketeering Activity by committing, or aiding, and abetting, and/or conspiring to commit the crimes below;

- (a) Mail Fraud in violation of Title 18 § 1341.
- (b) Wire Fraud in violation of Title 18 § 1343.
- (c) Violating Title 18 § 241.
- (d) Violating Title 18 § 242.
- (e) Manslaughter.
- (f) Violating Title 18 § 1952.
- (g) Violating Title 18 § 1957.
- (h) Interstate Advertising Fraud.
- (i) Obstructing Plaintiff to Florida's Lemon Law Process.
- (j) Obstructing Plaintiff to Florida's State Court.
- (k) A Fraud on Florida's Lemon Law Process.
- (l) A Fraud on Florida's State Courts.
- (m) The Swindling of over \$26,000.00 from Plaintiff.

- (n) Intentionally harming a Disabled Person, the Plaintiff, which is a felony in Florida.
- (o) Intentionally stealing from a Disabled Person, the Plaintiff, by means of fraud, which is a felony in Florida.

285. Plaintiff seeks TRIPLE damages for all harm he has suffered at the hands of the Rico Defendants, including, but not limited to, triple damages for the thief of \$26,000.00 the GM Defendants swindled him out of with a non-running Lemon Truck, TRIPLE reasonable costs for storage of that truck all the time it has not been running, and blocking Plaintiff's driveway as Defendants refused to honor their warranty, TRIPLE damages for all financing costs, interest, and all fees, and costs related to Plaintiff's Lemon Truck, including Replacement, and other transportation costs while the truck has failed to provide same for Plaintiff.

286. Plaintiff seeks TRIPLE damages for all the medical harm he has suffered at the hands of the Rico Defendants, including all costs of medical care, and irreparable harm to Plaintiff's health, including aggravation of pre-existing medical conditions.

287. Plaintiff has suffered substantial damages, due to bad faith, and/or intentional wrongful conduct by Defendants, far more appalling, and wrongful than cases where judgments of two or three hundred million dollars were awarded against Defendant(s), and therefore Plaintiff seeks the amount of One Billion Dollars (\$1,000,000,000) in Punitive

Damages from Defendants, or an amount this Court deems to be appropriate, and adequate, to punish, and "Chill" the ongoing illegal conduct of the extremely wealthy GM Defendants, since past massive Punitive Damage Awards have not been large enough to "chill" Defendants wrongful conduct, the conduct of a multibillion dollar corporation that is actively involved, and considers itself far above the law.

TWELFTH CAUSE OF ACTION FOR VIOLATION OF RICO, 18 U.S.C. § 1962(D) CONSPARICY TO VIOLATE 18 U.S.C. § 1962(C)

288. The *Pro Se Plaintiff* re-alleges, and incorporates, by reference paragraphs 1-223 above.

289. Defendants are associated with the aforementioned Rico Enterprise and they have agreed, and conspired, to violate 18 U.S.C. § 1962(c).

290. Defendants conspiracy to violate Title 18 § 1962 (c) is a violation of Title 18 § 1962 (d).

291. Plaintiff seeks TRIPLE damages for all harm he has suffered at the hands of the Rico Defendants, including, but not limited to, triple damages for the thief of \$26,000.00 the GM Defendants swindled him out of with a non-running Lemon Truck, TRIPLE reasonable costs for storage of that truck all the time it has not been running, and blocking Plaintiff's driveway as Defendants refused to honor their warranty, TRIPLE damages for all financing

costs, interest, and all fees, and costs related to Plaintiff's Lemon Truck, including Replacement, and other transportation costs while the truck has failed to provide same for Plaintiff.

292. Plaintiff seeks TRIPLE damages for all the medical harm he has suffered at the hands of the Rico Defendants, including all costs of medical care, and irreparable harm to Plaintiff's health, including aggravation of pre-existing medical conditions.

293. Plaintiff has suffered substantial damages, due to bad faith, and/or intentional wrongful conduct by Defendants, far more appalling, and wrongful than cases where judgments of two or three hundred million dollars were awarded against Defendant(s), and therefore Plaintiff seeks the amount of One Billion Dollars (\$1,000,000,000) in Punitive Damages from Defendants, or an amount this Court deems to be appropriate, and adequate, to punish, and "Chill" the ongoing illegal conduct of the extremely wealthy GM Defendants, since past massive Punitive Damage Awards have not been large enough to "chill" Defendants wrongful conduct, the conduct of a multibillion dollar corporation that is actively involved, and considers itself far above the law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. Declare that the actions of the Defendants violated the right(s) of Plaintiff as described herein.
2. Enter a permanent injunction directing Defendants to take all affirmative actions necessary to remedy the illegal conduct described herein.
3. Issue an Emergency Injunction, and/or Restraining ORDER requiring the Defendants to notify Florida State Officials about their Fraud on the Lemon Law System in Plaintiff's case, and their misrepresentations, and blatant lies about Carolyn Westberg being a GM Employee, and the forced letters submitted as Exhibits claiming, or strongly implying Carolyn Westberg was a GM Employee.
4. Issue an Emergency Injunction, and/or Restraining ORDER requiring the Defendants to notify Florida State Officials about their Fraud on Florida's Court System in Plaintiff's case, and their misrepresentations, and blatant lies about Carolyn Westberg being a GM Employee, and the forced letters submitted as Exhibits claiming, or strongly implying Carolyn Westberg was a GM Employee.
5. Award Plaintiff the damages sought in each specific Cause of Action in this document, as specifically stated herein, or an amount determined to be fair, and just, by a jury.

6. Award Plaintiff the amount of Punitive Damages sought in each specific Cause of Action in this document, as specifically stated herein, or an amount determined to be fair, and just, by a jury.
7. Award the *Pro Se Litigant* any, and all, damages authorized by law for the harm wrongly inflicted on him.
8. Award Plaintiff any other damages, or relief, that this Court deems to be proper, and just.

Respectfully submitted,



August 12, 2009

Billy Kidwell, *Pro Se*

VERIFICATION

I, Billy Kidwell, certify the facts in this Verified Complaint are true and correct to the best of my knowledge and beliefs.



August 12, 2009

Billy Kidwell

5064 Silver Bell Drive

Port Charlotte, FL. 33948

941-627-0433

CERTIFICATE OF COMPLIANCE

The *Pro Se Plaintiff*, Billy Ray Kidwell, is unable to comply with Local Rule 3.01(g) to discuss these matters with Defendants because Defendant's Attorney, Phyllis Sumner has stated that she will not communicate with the *Pro Se Plaintiff* to attempt to resolve, or narrow, issues. Plaintiff sought to resolve as many disagreements among the parties, as possible, to avoid wasting this Court's valuable time but Attorney Sumner advised Plaintiff she will not make any attempt to save this Court's valuable resources, by attempting to address, and resolve, issues the parties disagree about.



Billy Ray Kidwell

CERTIFICATE OF SERVICE

I, Billy Ray Kidwell, hereby certify that a true and correct copy of the attached Amended Complaint was served on Defendants on this the 12th day of August 2009 by mailing a true and correct copy of same to their Attorney, Phyllis B. Sumner, King & Spalding LLP, 1180 Peachtree Street, NE, Atlanta, GA 30309-3521, and the law firm of Cole, Scott & Kissane, 9150 South Dadeland Boulevard, Suite 1400, P.O. Box 569015, Miami, FL. 33156.



Billy Ray Kidwell