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SAN DIEGO COUNTY, CA

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SAN DIEGO

10 MICHAEL BREWER, individually  
and on behalf of all others similarly  
11 situated,

12 Plaintiff,

13 v.

14 GENERAL MOTORS, LLC, a  
Delaware Limited Liability  
15 Company;  
COURTESY CHEVROLET  
16 CENTER, a California Corporation,  
and DOES 1 through 10, inclusive,  
17

18 Defendants.  
19  
20

CASE NO. 37-2012-00100642-CU-CO-CTL

CLASS ACTION

COMPLAINT FOR INJUNCTIVE  
RELIEF, RESTITUTION, AND  
DAMAGES:

1. VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT – CLASS CLAIM;
2. VIOLATION OF BUS. & PROF. CODE SECTION 17200 *ET SEQ* – CLASS CLAIM;
3. VIOLATION OF BUS. & PROF. CODE SECTION 17500 *ET SEQ.* – CLASS CLAIM;
4. VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT – INDIVIDUAL CLAIM; AND
5. UNLAWFUL, UNFAIR, FRAUDULENT BUSINESS ACTS & PRACTICES – INDIVIDUAL CLAIM.

21 Plaintiff MICHAEL BREWER, individually as to all causes of action, and on  
22 behalf of all others similarly-situated as to the First through Third Causes of Action,  
23 alleges as follows on information and belief, formed after an inquiry reasonable under  
24 the circumstances:

25 NATURE OF ACTION

26 1. This is a civil action seeking equitable and monetary relief from  
27 Defendant General Motors, LLC (“GM”), arising out of the sales of 2012 model year  
28 Chevrolet Equinox vehicles in California in late 2011 and into early 2012, and the

ORIGINAL

1 deceptive advertising of such vehicles that emphasized the availability and  
2 introduction of a “cutting edge” information technology-related system, called  
3 Chevrolet “MyLink,” which was advertised by GM as being available for sale in the  
4 2012 Chevrolet Equinox vehicles. Throughout 2011, GM widely and publicly  
5 advertised and marketed its Chevrolet MyLink system and specifically represented to  
6 Plaintiff, class members, and the general public, that MyLink would be available *in*  
7 *the fall of 2011* in connection with 2012 model year Equinox vehicles. However, it  
8 appears GM jumped the gun and marketed a system it was not yet ready to mass-  
9 produce and/or install on 2012 Equinox vehicles until a few short months ago. Yet GM  
10 did not – and has not ever – disclosed to Plaintiff, class members, or the general public  
11 – these material facts about the timing and availability of the MyLink system  
12 including that MyLink was would not be ready for mass-production and/or would not  
13 be available for purchase in early production 2012 Equinox vehicles (*i.e.*, 2012 Equinox  
14 vehicles manufactured, distributed and sold in the later half of 2011 and early 2012).

15 2. Thus, this action is brought on behalf of a class of California purchasers  
16 of model year 2012 Chevrolet Equinox vehicles, who purchased their vehicles in 2011  
17 and early 2012, which vehicles did not have the MyLink system advertised by GM.

18 3. GM distributes, markets, and sells the Chevrolet brand of vehicles  
19 throughout California and the United States. According to sales data publicly  
20 available on the Internet, GM sold over 80,000 Equinox vehicles across the United  
21 States between August 2011 and December 2011, and over 90,000 Equinox vehicles  
22 across the United States between January and May 31, 2012.

23 **GENERAL MOTOR’S FALSE ADVERTISING OF CHEVROLET’S “MYLINK”**

24 4. In early 2011 (if not before), GM began actively marketing and  
25 advertising a new, state of the art “infotainment” system that would be available later  
26 in the year, on certain Chevrolet makes and model vehicles. GM called its new  
27 “infotainment” system “Chevrolet MyLink” (hereinafter “MyLink”). Most notably,  
28 GM’s advertising and marketing materials for the 2012 Chevrolet Equinox vehicles,

1 including advertising and promotional materials available on the Chevrolet website  
2 and press releases issued by GM, stated the MyLink system was being introduced  
3 starting with the 2012 model year Volt and Equinox vehicles. One such GM press  
4 release issued on February 17, 2011, was entitled "Chevrolet MyLink Creates  
5 Smartphones on Wheels" (hereinafter the "Press Release"). In the Press Release, GM  
6 discussed its introduction of the MyLink system and its availability on its 2012  
7 Chevrolet Volt and Equinox vehicles. A true and correct copy of the Press Release,  
8 which was printed from GM's website, is attached hereto as Exhibit 1 and incorporated  
9 herein by reference.

10 5. Through the Press Release, GM advertised and marketed Chevrolet  
11 MyLink, which GM said would be available on the 2012 Chevrolet Volt and Equinox  
12 vehicles, as follows:

13 "When these vehicles go on sale later this year, they will be the first to  
14 offer Chevy MyLink – an in-car infotainment package that builds on the  
15 safety and security of OnStar and seamlessly integrates online services  
like Pandora internet radio and Stitcher SmartRadio using hands-free  
voice and touch-screen controls via Bluetooth device connectivity."

16 GM also claimed "[c]onsumers who seek a higher level of in-vehicle wireless  
17 connectivity and customized infotainment options, plus the unmatched safety and  
18 security of OnStar *need look no further than the 2012 Chevy Volt and Equinox.*"  
19 (Emphasis added.)

20 6. The Press Release described, in detail, the various "new benefits provided  
21 by MyLink." Specifically, the Press Release stated:

22 "Among the new benefits provided by MyLink:

- 23 • Enhanced hands-free voice control system powered by  
24 Nuance®, which allows simple voice commands to initiate  
25 phone calls and select radio stations or media from portable  
26 MP3 players and smartphones. A tap of a button on the  
27 steering wheel enables intuitive verbal control of  
28 smartphone applications like "play (artist name)" or "call  
(name of contact)" to keep the driver's hands on the wheel  
and eyes on the road.
- Pandora® internet radio allows users to create personalized  
radio stations based on favorite artists or genres and  
Stitcher SmartRadio® enables access to thousands of audio

1 programming choices allowing customers to build a  
2 personalized listening experience. MyLink integrates  
control of both of these apps for a driver directed listening  
experience.

3  
4 • Gracenote®: identifies the music collection on the driver's  
5 smartphone or MP3 player and presents information such  
6 artist name, genres and album cover art on the MyLink  
7 screen and enables users to select similar music to the tunes  
8 they love. Gracenote also improves the accuracy of MyLink's  
9 voice activation system by allowing users to access music  
10 using artist nicknames, such as "The Boss," "G.N.R.," or "The  
11 Fab Four" simply by using MyLink's touch-screen or  
steering wheel buttons and voice control interfaces.

12  
13 • Upgraded USB connectivity: While Chevrolet has offered  
14 auxiliary device connectivity since 2006, MyLink adds flash  
15 memory capability to its USB device connections. This  
16 provides users with the ability to access approved  
17 applications that will make their MyLink system even more  
18 functional, while assuring that driver's maintain eyes on the  
19 road and hands on the wheel.

20 The debut of Chevy MyLink extends the OnStar experience from safety and security  
21 to information and entertainment by seamlessly integrating the capability of a  
22 smartphone into the vehicle so that hand-held phones may be safely stowed while  
23 driving."

24 6. Again focusing on personalized media capabilities, GM, through the Vice  
25 President of Chevrolet Marketing, Rick Scheidt, said this about MyLink:

26 "There is a new generation of car buyers who don't want to settle for mass  
27 market radio. They want to create their own individual stations and  
28 have access to them wherever they are. Chevrolet vehicles have offered  
customers the ability to use portable media devices since 2006 and the  
introduction of MyLink takes media personalization to a new level."

29 7. In addition to the advertisements of MyLink on the Internet and various  
30 automobile-related forums, such as the [www.Equinoxforum.net](http://www.Equinoxforum.net), and the "Build Your  
31 Own" section of the Chevrolet website, a number of articles about MyLink appeared,  
32 in early 2011, on the "Chevy Culture" section of Chevrolet's website, which repeated  
33 the above-noted statements regarding MyLink. The articles on the Chevrolet website  
34 expressly stated "MyLink will be beginning with availability on the 2012 Chevrolet  
35 Volt, and Equinox, and the all-new 2013 Chevy Malibu, before expanding to other

1 vehicles in the 2013 Chevrolet lineup.” Attached hereto as Exhibit 2 is a true and  
2 correct copy of the article entitled “2013 Malibu, 2012 Volt and Equinox: Your Links  
3 to Chevrolet MyLink” that appeared on the Chevy Culture section of the Chevrolet  
4 website.

5 8. Also in February, 2011, GM’s Chief Electrical Engineer, Micky Bly,  
6 appeared as a guest on the online technology show called the “Engadgetshow,” hosted  
7 by Joshua Topolsky. During this broadcast, GM – through Mr. Bly – announced some  
8 “breaking news” – it was introducing the new MyLink system. Mr. Bly stated GM was  
9 introducing a new, “state of the art infotainment system.” Mr. Bly represented GM  
10 was going to launch the MyLink system in the Volt vehicles and it “would be in 2012  
11 Volt and Equinox vehicles later this summer.” Attached hereto as Exhibit 3 is a true  
12 and correct transcript of the segment of the “Engadgetshow” show that featured GM’s  
13 Mr. Bly.

14 9. Mr. Bly proceeded to demonstrate the MyLink system, using a dashboard  
15 from an Equinox vehicle. Specifically, Mr. Bly said the new infotainment system was  
16 going to “bring the power of Smartphones into Chevy’s cars,” and proceeded to discuss  
17 and demonstrate certain features of the system including, but not limited to:  
18 (1) wireless connectivity via Bluetooth technology; (2) fully “updatable” via USB;  
19 (3) wireless charging system (via Powermatt); (4) Pandora and Stitcher Internet radio,  
20 including, for example, the ability to operate Pandora hands free, by using voice  
21 controls to do such things as “stream up” or “stream down” or give a “thumbs up” or  
22 “thumbs down” to particular songs; (5) nuance voice controls, permitting owners to  
23 have full voice control of their phones and radio so they could keep their “hands on the  
24 wheel and eyes on the road;” and (6) Gracenote.

25 10. Additionally, as late as November 14, 2011, GM issued another press  
26 release, entitled “Chevrolet Equinox Raises Content Bar for 2012,” wherein GM  
27 continued to lead consumers and potential 2012 Equinox purchasers to believe MyLink  
28 would be available on *all* 2012 Equinox vehicles. Specifically, GM stated:

1 The 2012 Equinox isn't resting on its laurels despite a 52 percent increase  
2 in retail sales for the first 10 months of the year. New equipment  
3 available for 2012 includes Chevrolet MyLink in-vehicle wireless  
4 connectivity, customized infotainment options and new safety-enhancing  
5 features.

6 "Since this generation went on sale in mid-2009 we have sold every  
7 Equinox we can build, but we aren't counting on that momentum to  
8 carry us," said Russ Clark, director, Chevrolet marketing. "We have  
9 carefully selected technologies that our customers will find valuable and  
10 are able to offer them at very attractive prices."

11 Chevrolet MyLink is an in-car infotainment package that builds on the  
12 safety and security of OnStar. It seamlessly integrates online services  
13 such as Pandora internet radio and Stitcher SmartRadio using hands-free  
14 voice and touch-screen controls via Bluetooth-enabled phones.

15 MyLink adds stereo audio streaming and wireless control of smartphones,  
16 building on the voice-activated Bluetooth hands-free calling capability  
17 already offered in most Chevy vehicles. MyLink also includes a seven-  
18 inch, high-resolution, full-color touch screen display that makes media  
19 selection easy to navigate.

20 Missing from GM's November 2011 press release is the material fact – known to GM  
21 – that 2012 Equinox vehicles being produced and sold in late 2011, and early 2012, *did*  
22 *not, in fact, have MyLink.*

23 11. In fact, contrary to GM's original advertising and marketing materials,  
24 the MyLink system was *not* available for and/or shipping on 2012 Equinox vehicles  
25 sold to California consumers in the latter half of 2011 and into early 2012. But, rather  
26 than notify its dealers in California that MyLink was not yet operational and/or  
27 available for 2012 Equinox vehicles, GM kept quiet, leaving its dealers and customer  
28 service representatives in the dark about the MyLink system and its true availability.

12 Accordingly, when customers, like Plaintiff, ordered their 2012 Equinox  
13 vehicles in 2011 and specifically asked for vehicles equipped with MyLink (and/or its  
14 functionalities and features), GM and its dealers assured these customers they would  
15 get what they were ordering and paying for.

16 13. Yet, in the late fall of 2011, when customers started receiving their new  
17 2012 Equinox vehicles, the truth about GM's false advertising was revealed, as these  
18 2012 Equinox vehicles did *not* have the MyLink system GM had all along advertised

1 they would have. Again, rather than admit its mistake and provide an appropriate  
2 remedy to 2012 Equinox purchasers, GM – directly and through its dealers – continued  
3 to deceive Equinox purchasers. Initially, GM attempted to placate upset Equinox  
4 purchasers by claiming there was a software “update,” which could be installed in the  
5 affected vehicles and would provide these purchasers with the MyLink system’s  
6 features. However, these representations were false as it was later revealed that there  
7 was no software update that could “fix” or retrofit these vehicles because the hardware  
8 of the audio system installed in the early production 2012 Equinox vehicles was not  
9 physically capable of being “updated” to provide the missing MyLink system’s features.

10 14. In fact, in late 2011 and into early 2012, GM appears to have been  
11 utilizing three different audio systems for 2012 Equinox vehicles: a basic audio system  
12 (which had a small, “traditional” radio display); a 7-inch “Color touch” system that  
13 came with navigation; and a 7-inch “Color touch” system that came with MyLink.  
14 However, at the time Plaintiff and other consumers ordered their 2012 Equinox  
15 vehicles, the 7-inch Color touch system with MyLink was not being produced and/or  
16 installed by GM in the Equinox vehicles. Plaintiff is informed and believes the  
17 hardware of the 7-inch Color touch system with navigation is entirely different than  
18 the hardware of the 7-inch Color touch system with MyLink, which is why the software  
19 update purchasers like Plaintiff were originally offered by GM’s dealers will not work  
20 to provide the missing MyLink features.

21 15. GM knew or reasonably ought to have known that it could not “fix” its  
22 mistake by way of a software update. Yet, instead of admitting its mistake, GM  
23 instead frantically began to cover its tracks. GM pulled old articles and marketing  
24 information from the Chevrolet website that stated MyLink would be available on  
25 “2012 Equinox” vehicles. For example, the article called “Stow Your Phone then Use  
26 it” that appeared on the Chevrolet website in 2011 stated the MyLink would be  
27 available on “2012 Equinox” vehicles – period. GM has now erased all traces of the  
28 original version of this “Stow Your Phone then Use it” article from its website, and has

1 replaced it with a version stating MyLink would not be available in the 2012 Equinox  
2 vehicles until "Spring 2012." Additionally, sometime in late 2011 or early 2012, GM  
3 began advertising MyLink on the Chevrolet website with the caveat that it would not  
4 be available for the 2012 Equinox or 2012 Volt vehicles until "Spring 2012."

5 16. GM's attempts to cover up its initial – and false – advertising regarding  
6 the availability of MyLink for 2012 Equinox vehicles do not change the fact Plaintiff  
7 and hundreds (if not thousands) of other California consumers reasonably relied on  
8 GM's representations that their 2012 Equinox vehicles would have MyLink and  
9 purchased 2012 Equinox vehicles based on those representations, only to be provided  
10 with vehicles that did not have MyLink or any of its features and/or functionalities.

11 17. In fact, Plaintiff is informed and believes that it was not until March or  
12 April 2012 that GM began manufacturing and distributing 2012 Equinox vehicles  
13 equipped with MyLink.

14 18. Plaintiff and other consumers relied on GM's advertising and marketing  
15 of the MyLink system's features in deciding to purchase 2012 Equinox vehicles.  
16 Plaintiff and many consumers decided to purchase 2012 Equinox vehicles with MyLink  
17 – over comparable vehicles manufactured by, for example, Ford – because  
18 GM/Chevrolet was, at the time, the only manufacturer offering consumers the various  
19 features/functionalities of Chevrolet's MyLink system. For example, at the time,  
20 MyLink was the only system available that allowed owners to use their Smartphones  
21 to access Pandora and/or Stitcher Internet radio while in their vehicles. As stated by  
22 GM, this feature of MyLink would allow 2012 Equinox owners to listen to "personalized  
23 radio stations based on favorite artists or genres" and would provide a "driver directed  
24 listening experience." Nothing could be further from the truth for Plaintiff and other  
25 affected California consumers.

26 19. In addition to missing key features and/or functionalities Plaintiff and the  
27 class expected to receive with their 2012 Equinox vehicles based on GM's  
28 advertisement of the MyLink system, Plaintiff and the class paid more money for an

1 2012 Equinox vehicle with MyLink vehicle than they would have paid for a 2012  
2 Equinox without MyLink. Plaintiff is informed and believes class members may have  
3 paid a dollar premium of anywhere from \$100 to over \$2,000 for their vehicles over a  
4 comparable 2012 Equinox without MyLink.

5 20. Plaintiff's and class members' attempts to have the missing MyLink issue  
6 remedied by Chevrolet dealers and GM have been frustrating. First they were told a  
7 software update would remedy the problem. Then, after waiting patiently for months  
8 for the alleged update, Plaintiff and class members were told no update existed that  
9 could be used to after-the-fact install MyLink in their 2012 Equinox vehicles. Some  
10 class members were "blamed" by GM and/or its dealers when they complained their  
11 Equinox vehicles did not have the MyLink system's features, with GM and/or its  
12 dealers stating the customers got "what they paid for." These statements by GM  
13 and/or its dealers were further misrepresentations, made with the intention of  
14 continuing to conceal the true facts from Plaintiff and the class.

15 21. Plaintiff has requested, by certified mail return receipt requested, GM  
16 provide relief for himself as well as other persons similarly situated in California.  
17 Plaintiff sent notice to GM and Defendant Courtesy Chevrolet Center, doing business  
18 as Courtesy Chevrolet ("Courtesy"), under the Consumers Legal Remedies Act  
19 ("CLRA"), dated May 11, 2012 (the "Notice"). GM received the Notice on May 14, 2012,  
20 and Courtesy received the Notice on May 12, 2012. Neither GM nor Courtesy offered  
21 Plaintiff or class members an appropriate remedy within 30 days of receiving the  
22 Notice of their violations of the CLRA.

23 22. The conduct herein described violates, *inter alia*, the Consumers Legal  
24 Remedies Act ("CLRA") (Civil Code § 1750, *et seq.*), the Unfair Competition Law  
25 ("UCL") (Bus. & Prof. Code § 17200, *et seq.*), and California's False Advertising Law  
26 (Bus. & Prof. Code § 17500, *et seq.*).

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1           27. Defendant General Motors, LLC ("GM"), is and was, at all times material,  
2 a Delaware Limited Liability Company, but is and was, at all times material, doing  
3 business in the County of San Diego, State of California.

4           28. Plaintiff does not know the true names and capacities, whether corporate,  
5 partnership, associate, individual, or otherwise of Defendants sued herein as Does 1  
6 through 10, inclusive, under the provisions of Section 474 of the California Code of  
7 Civil Procedure. Defendants Does 1 through 10, inclusive, are in some manner  
8 responsible for the acts, occurrences, and transactions set forth herein, and are legally  
9 liable to Plaintiff and the class. Plaintiff will set forth the true names and capacities  
10 of the fictitiously-named Defendants together with appropriate charging allegations  
11 when ascertained.

12           29. When reference in this complaint is made to any act or omission of a  
13 Defendant corporation, company, association, business entity, or partnership, such  
14 allegation shall be deemed to mean that said Defendant and its owners, officers,  
15 directors, agents, employees, or representatives did or authorized such act or omission  
16 while engaged in the management, direction, or control of the affairs of Defendants and  
17 while acting within the scope and course of their duties.

18           30. An officer, director, or managing agent of each Defendant ratified the  
19 wrongful conduct of each other, its agents, and/or employees, accepted the benefits of  
20 their wrongful conduct, and failed to repudiate the misconduct.

21           31. Each Defendant, whether actually or fictitiously-named herein, was the  
22 principal, agent (actual or ostensible), or employee of each other Defendant and in  
23 acting as such principal or within the course and scope of such employment or agency,  
24 took some part in the acts and omissions hereinafter set forth by reason of which each  
25 Defendant is liable to Plaintiff for the relief prayed for herein.

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1 **CLASS ALLEGATIONS**

2 32. This action is brought, and may properly be maintained, as a class action  
3 pursuant to the provisions of California Code of Civil Procedure Section 382 and/or  
4 Civil Code Section 1781(a).

5 33. Plaintiff brings this action on behalf of himself and all others similarly-  
6 situated as a representative member of the following proposed class:

7 All consumers who purchased or leased a 2012 Equinox vehicle from a  
8 California dealership, for personal use to be registered in the State of  
9 California, at any time between January 1, 2011, and March 31, 2012,  
10 and the vehicle was delivered to the consumer without the Chevrolet  
11 MyLink system.

12 34. In this lawsuit, Plaintiff and the Class seek both equitable relief,  
13 including declaratory, injunctive, restitutionary, and other equitable monetary relief  
14 and economic and statutory damages as set forth more fully below.

15 35. Specifically excluded from the proposed Class are the Court and its staff,  
16 Defendants, any entity in which any of the Defendants has a controlling interest, and  
17 the officers, directors, affiliates, legal representatives, heirs, successors, subsidiaries,  
18 and/or assigns of any such individual or entity.

19 **A. NUMEROSITY OF THE CLASS**

20 36. The proposed Class is so numerous that the individual joinder of the Class  
21 Members in one action is impracticable. The exact number and the identities of the  
22 Members of the Class are unknown at this time and can only be ascertained through  
23 appropriate investigation and discovery.

24 **B. EXISTENCE AND PREDOMINANCE OF COMMON QUESTIONS**  
25 **OF LAW AND FACT**

26 37. Common questions of law and fact arising out of the claims here at issue  
27 exist as to all members of the Class and predominate over any individual issue. These  
28 common legal and factual questions include, but are not limited to, the following:

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- a. whether GM and/or Courtesy violated this state's consumer protection statutes;
- b. whether the advertisements and statements issued by Defendants or their agents were and are untrue and/or had a likelihood of deceiving Class members;
- c. whether Defendants' uniform course of conduct was unconscionable or constitutes untrue or misleading advertising or concealment of material facts;
- d. whether Defendants omitted to disclose material facts necessary in order to make Defendants' other statements not misleading for want of disclosure of such omitted facts;
- e. whether Defendants continued to collect the monies here at issue despite their knowledge of or reckless or negligent disregard for the true facts;
- f. when Defendants learned of these misrepresentations and omissions;
- g. whether Defendants have improperly failed to notify actual and potential Class members of the true facts;
- h. whether the gravity of the harm attributable to such conduct was outweighed by any benefits attributable thereto;
- i. the amount of revenues and profits Defendants received or saved and/or the amount of monies or other obligations imposed on or lost by Class members as a result of such wrongdoing;
- j. whether Class members are threatened with irreparable harm and/or are entitled to injunctive and other equitable relief and, if so, what is the nature of such relief; and
- k. whether Plaintiff and members of the Class are entitled to statutory, actual or exemplary damages, rescission or equitable relief and the appropriate measure of such relief.

///

1           **C.    TYPICALITY OF CLAIMS**

2           38.    Plaintiff's claims are typical of the claims of members of the Class because  
3 Plaintiff and all Class members were injured by the same wrongful conduct and  
4 scheme of the Defendants alleged herein. Plaintiff and each Class member ordered and  
5 paid for a 2012 Equinox vehicle equipped with Chevrolet's MyLink system and Plaintiff  
6 and each Class member received a 2012 Equinox that did not have MyLink.  
7 Defendants failed to repurchase Plaintiff's or Class members' vehicles and failed to  
8 provide Plaintiff or Class members with comparable 2012 Equinox vehicles that *are*  
9 equipped with MyLink. Additionally, Defendants failed to refund to Plaintiff and Class  
10 members the value of the missing MyLink system. Plaintiff and each Class member  
11 has been injured in fact and lost money or property as a result of Defendants' acts and  
12 practices:

13           39.    Accordingly, Plaintiff and all members of the Class had their legal rights  
14 infringed upon, sustained injuries, losses, and damages as described herein, and/or are  
15 facing irreparable harm arising out of Defendants' common course of conduct. The  
16 right of Plaintiff and each member of the Class to payment of any actual, incidental,  
17 consequential, exemplary, and/or statutory damages or restitution resulting therefrom  
18 were proximately caused by Defendants' wrongful conduct, in violation of state law as  
19 alleged herein.

20           **D.    ADEQUATE REPRESENTATION**

21           40.    Plaintiff will fairly and adequately protect the interests of the members  
22 of the Class in that he does not have irreconcilable conflicts with or interests  
23 materially antagonistic to those of other Class Members.

24           41.    Plaintiff is committed to the vigorous prosecution of this action and has  
25 retained adequate counsel experienced in the prosecution of class actions, including  
26 consumer class actions. Accordingly, Plaintiff is an adequate representative of the  
27 Class and will fairly and adequately protect the interests of the Class.

28    ///

1           E.     **SUPERIORITY AND SUBSTANTIAL BENEFITS OF CLASS**  
2                   **LITIGATION**

3           42.    To the extent it is an element for establishing class certification for  
4 certain causes of action, a class action is superior to other available methods for the  
5 fair and efficient group-wide adjudication of this controversy and, as applicable,  
6 possesses substantial benefits. Individual joinder of all Class Members is  
7 impracticable, and no other group method of adjudication of all claims asserted herein  
8 is more efficient and manageable while at the same time provides all the remedies  
9 available to ensure the full purpose of this State's consumer protection laws are  
10 effectuated. Furthermore, as the damages suffered by each individual Class Member  
11 may be relatively small and the relief sought discrete, the expense and burden of  
12 individual Class Members to redress the wrongs done to them, and the cost to the court  
13 system of adjudicating such litigation on an individual basis, would be substantial. To  
14 counsel's knowledge there has not been any substantial litigation concerning this  
15 controversy commenced against the parties. It is not anticipated that there will be any  
16 difficulties in the management of this litigation due to the focus of the wrongdoing on  
17 GM's and Courtesy's conduct and their knowledge of the true facts. Individualized  
18 litigation would also present the potential for varying, inconsistent, or contradictory  
19 judgments and would magnify the delay and expenses of all parties and the court  
20 system resulting from multiple trials asserting the same factual issues. The conduct  
21 of this action as a class action presents fewer management difficulties, conserves the  
22 resources of the parties and the court system, and protects the rights of each Class  
23 Member as compared to other methods for the group-wide adjudication of this  
24 controversy. Thus, the Class and the court system achieve substantial benefits by the  
25 prosecution of this action on a class-wide basis by avoiding the burden of multiple  
26 litigation involving identical claims, as well as by aiding legitimate business  
27 enterprises in curtailing illegitimate competition and ensuring a therapeutic effect on  
28 those companies such as GM and Courtesy that indulge in fraudulent practices.



1 a number of technology-related forums, wherein the various new features of the 2012  
2 Chevy Equinox vehicles were discussed. Mr. Brewer also watched video clips on the  
3 Internet, including numerous demonstrations of the new "infotainment" system in the  
4 2012 Equinox and Volt vehicles, which advertised the following new features:

- 5 (1) Enhanced hands-free voice controls, allowing customers to access and  
6 control their smartphones, radio, and media off of iPods, such as by  
7 saying "play (artist's name)" or "call (name)".
- 8 (2) Pandora Internet radio and Stitcher.
- 9 (3) "Gracenote," which allows customers to access music on their  
10 smartphones or media devices using nicknames or via the touchscreen or  
11 steering wheel buttons.
- 12 (4) Upgraded USB connectivity.
- 13 (5) Mobile Hotspot/in-car WiFi, available for a fee through SiriusXM.

14 47. During his Internet research, Mr. Brewer also came across the broadcast  
15 of the February 2011 "Engadgetshow" show discussed above, which featured GM's  
16 Chief Electrical Engineer, Micky Bly. As previously noted, during this broadcast,  
17 Mr. Bly announced some "breaking news" - i.e., GM's introduction of the "MyLink"  
18 system. Mr. Bly stated GM was introducing this new "state of the art infotainment  
19 system," which was going to be launched in the Volt vehicles and would be in 2012 Volt  
20 and Equinox "later this summer." Mr. Bly even demonstrated the "MyLink" system,  
21 using an Equinox dash.

22 48. Also during his research, Mr. Brewer visited various technology forums  
23 and read various articles regarding GM's new "infotainment" system it was releasing  
24 for its 2012 Equinox vehicles. Mr. Brewer saw numerous articles and reviews online,  
25 including articles posted on the Chevy Culture portion of Chevrolet/GM's website,  
26 discussing Chevrolet's newest technology features and/or functionalities that it would  
27 be offering in the 2012 Equinox. A number of the articles read and/or websites viewed  
28 by Mr. Brewer quoted passages directly from the above-noted Press Release issued by  
GM relating to MyLink. Throughout all of the advertising and marketing materials,

1 and articles on the Internet regarding MyLink, GM repeatedly represented that  
2 MyLink would be available for the 2012 Equinox vehicles – period. As a result of GM's  
3 advertising and marketing of the Chevrolet MyLink system, its features and its  
4 availability on the 2012 Equinox vehicles, Mr. Brewer decided to purchase a new 2012  
5 Equinox vehicle.

6 49. Accordingly, on or about October 4, 2011, Mr. Brewer went to Courtesy  
7 Chevrolet, where he had previously purchased GM vehicles. Once on Courtesy's lot,  
8 Mr. Brewer met with a sales representative named Ernie, from whom he had  
9 previously purchased a vehicle. Additionally, a Courtesy saleswoman named Tanya  
10 was assisting Ernie and Mr. Brewer put together a "build order" for Mr. Brewer's 2012  
11 Equinox on Courtesy's computer system. In the build system, there were only two  
12 options for audio systems: (a) a basic radio system; and (b) a 7-in touchscreen system  
13 that came with navigation. There was nothing in Courtesy's order "build" computer  
14 system at that time that mentioned or listed the MyLink system.

15 50. As Mr. Brewer did not, at the time, realize that the above-noted features  
16 were being specifically marketed by GM as the MyLink system, he did not call it  
17 "MyLink" when he met with Ernie and Tanya. Rather, he proceeded to describe, in  
18 detail, the various features he wanted in his 2012 Equinox, such as Bluetooth  
19 streaming capabilities, Pandora Internet radio, and Mobile Hotspot/in-car WiFi. In  
20 response, Ernie told Mr. Brewer he had just been trained on all the "new" features for  
21 the 2012 Equinox vehicles and assured Mr. Brewer he knew what he wanted. Ernie  
22 told Mr. Brewer that, in order to get all of the features he wanted, Mr. Brewer needed  
23 to order his Equinox with the audio system that contained the 7-in touchscreen with  
24 navigation. Mr. Brewer relied on Ernie's representations and promises that the  
25 Equinox they had "built" would come equipped with all of the features they had  
26 discussed that day.

27 51. Courtesy charged Mr. Brewer \$500 as a deposit towards his 2012  
28 Equinox, which he paid, and he left Courtesy.

1           52.    On or about November 15, 2011, Mr. Brewer received an e-mail from  
2 Courtesy, notifying him that his 2012 Equinox (VIN: 2GNALPEK8C1175627) (the  
3 "Vehicle") had been delivered to Courtesy and he could come get it. Mr. Brewer  
4 scheduled an appointment for November 20, 2011, with Ernie to complete the purchase  
5 of the 2012 Equinox, which was to include his 2010 Equinox as a trade-in vehicle.

6           53.    Accordingly, on November 20, 2011, Mr. Brewer and his wife went to  
7 Courtesy and met with Ernie to complete the purchase of the Vehicle. Mr. Brewer and  
8 his wife were shown to the Vehicle and proceeded to take it for a test-drive with Ernie.  
9 While in the Vehicle, Mr. Brewer and his wife attempted to pair his wife's iPhone.  
10 When the Bluetooth and voice-control functions did not work either, Ernie said he  
11 would "look into it" and suggested it might be an issue of having the software updated,  
12 and that an update would be available in a few weeks' time. Mr. Brewer asked Ernie  
13 to look into it and confirm when the update would be available. Ernie assured  
14 Mr. Brewer he would do so. Accordingly, Ernie accompanied Mr. and Mrs. Brewer into  
15 Courtesy's showroom to finalize the purchase.

16           54.    Mr. Brewer had previously obtained pre-approval for the loan through  
17 USAA, of which he was a member. Additionally, Mr. Brewer had priced out the 2012  
18 Equinox vehicles using USAA's "Car Buying Service." Courtesy was listed as a  
19 "Certified USAA" dealership, and thus was supposed to be honor the pricing offered to  
20 retired and veteran military members of the USAA (such as Mr. Brewer). Mr. Brewer  
21 had a printout with the pricing details from USAA's website. However, when he  
22 showed the pricing to Ernie, Ernie responded he would need to speak to a Sales  
23 Manager.

24           55.    As such, Mr. Brewer was introduced to a Courtesy Sales Manager, who  
25 told Mr. Brewer Courtesy could not "match" the USAA pricing, because Courtesy had  
26 additional "costs" associated with the advertising of certain GM vehicles. Mr. Brewer  
27 told the Sales Manager he expected Courtesy to honor the terms of the USAA "Car  
28 Buying Service." Eventually, Courtesy agreed to sell the Vehicle to Mr. Brewer at the

1 USAA pricing. As such, Mr. Brewer and his wife were introduced a woman who was  
2 represented to be a Finance Manager.

3 56. The Finance Manager attempted to sell Mr. Brewer a number of after-  
4 market products and services, such as an "extended warranty" (*i.e.*, service contract),  
5 and GAP insurance. Mr. Brewer declined all "extras" and told the Finance Manager  
6 he did not want to pay for anything "extra," as Mr. Brewer had purchased these  
7 products and/or services through USAA.

8 57. Accordingly, the Finance Manager prepared all of the purchase  
9 documents, including a Retail Installment Sale Contract ("RISC") for Mr. Brewer's  
10 purchase of the Vehicle. The Finance Manager briefly reviewed certain terms and/or  
11 purposes of the various documents, and then instructed Mr. Brewer where to sign and  
12 initial each document. Mr. Brewer and Courtesy executed the RISC for the Vehicle  
13 and Mr. Brewer took delivery of the Vehicle. Attached hereto as Exhibit 4 is a true and  
14 correct copy of the RISC signed by Mr. Brewer and Courtesy on November 20, 2011.

15 58. The price of the Vehicle listed on the RISC is \$28,331.00, which, contrary  
16 to their agreement, was higher than the price advertised through the USAA "Car  
17 Buying Service." The RISC reflects Mr. Brewer was going to be paying cash for the  
18 Vehicle, with the single payment being \$11,155.67, after his trade-in (which was  
19 valued by Courtesy at \$19,000) and a \$750 "manufacturer's rebate." Courtesy returned  
20 Mr. Brewer's \$500 check for the deposit on the Vehicle that he made in October 2011.

21 59. Additionally, the RISC contains a charge of \$29 for the "Optional DMV  
22 Electronic Filing Fee." No one at Courtesy told Mr. Brewer anything about this fee or  
23 asked whether he wanted to pay it. Had Courtesy explained what the fee was for and  
24 that Mr. Brewer could refuse to pay it, he would have chosen not to pay the fee.

25 60. After signing the RISC for the purchase of the Vehicle from Courtesy,  
26 Mr. Brewer and his wife again sat in the Vehicle with Ernie, who proceeded to "demo"  
27 the Vehicle's features. At that time, Mr. Brewer noticed there was no Pandora icon on  
28 the Vehicle's touchscreen display. When he questioned Ernie about the missing

1 Pandora icon, Ernie responded that Pandora was not available on the Equinox  
2 vehicles, only the Chevrolet Camaro. Mr. Brewer told Ernie he was wrong – that GM  
3 had advertised Pandora would be available on the 2012 Equinox vehicles. Mr. Brewer  
4 instructed Ernie to “look into it” and find out why Pandora and the Bluetooth  
5 connectivity was not working on the Vehicle. Ernie promised the Brewers he would  
6 “look into it,” and stated he believed there would be an upgrade available online for  
7 Mr. Brewer to simply download and install.

8         61. As the Brewers had already transferred all of their belongings from their  
9 trade-in vehicle to the new Vehicle, and provided the keys to their trade-in to Courtesy,  
10 and because they were late for an appointment, Mr. Brewer reluctantly left Courtesy  
11 that day with the Vehicle. At that time, Mr. Brewer believed the missing features from  
12 his Vehicle were a minor hiccup, one that would be resolved by Courtesy and/or GM  
13 promptly, given his specific requests to Courtesy for these features during the order  
14 process as well as the advertising and marketing statements made by GM about the  
15 features available as part of the MyLink system.

16         62. However, within days of purchasing the Vehicle, Mr. Brewer learned –  
17 through further research on the Internet – that GM had produced and sold a number  
18 of 2012 Equinox vehicles that did *not* – contrary to GM’s representations – come with  
19 its much-touted MyLink system. On or about November 25, 2011, Mr. Brewer began  
20 e-mailing Ernie at Courtesy to express his dissatisfaction.

21         63. Mr. Brewer told Ernie what he had learned from his research – that  
22 despite GM’s assurance that the 2012 Equinox vehicles would have this “state of the  
23 art infotainment” system – or MyLink – GM had produced and sold a great number of  
24 Equinox vehicles that did not have the features promised by GM. Mr. Brewer even  
25 went so far as to refer Ernie to specific GM articles, website links, etc. Mr. Brewer  
26 never received a response from Ernie to his e-mails. After receiving no assistance from  
27 Ernie, Mr. Brewer contacted Courtesy’s General Manager, Mr. Jack Growly.  
28 Mr. Brewer’s attempts to obtain a resolution from Mr. Growly were equally

1 unsuccessful, with Mr. Growly basically telling Mr. Brewer that he “got what he paid  
2 for” and thus it was his problem.

3 64. Becoming increasingly suspicious that he was not being provided with all  
4 the facts by Courtesy and/or GM, Mr. Brewer went back online, including a few  
5 Internet forums for GM and/or Equinox vehicles. A number of the postings he saw  
6 there were from other 2012 Equinox owners whose experiences with the MyLink  
7 feature were virtually identical – *i.e.*, no one’s 2012 Equinox had a MyLink system that  
8 could do what GM promised it would do.

9 65. As Mr. Brewer and his wife had been happy with their 2010 Equinox and  
10 only purchased the Vehicle to get these “MyLink” features, Mr. Brewer was  
11 understandably upset that the Vehicle GM and Courtesy sold him did not have the  
12 very features and/or functionalities GM had advertised, he had asked for, and he had  
13 paid for.

14 66. Understandably upset by Courtesy’s unwillingness to provide any  
15 resolution, Mr. Brewer filed a complaint against Courtesy with the BBB. When that  
16 BBB complaint process was equally unproductive, Mr. Brewer located a fax and e-mail  
17 address for a GM Executive Assistant, Mr. Liano Saucedo. Mr. Saucedo initially told  
18 Mr. Brewer that GM would “get this resolved for” him. However, GM’s ideas of the  
19 appropriate resolution – *i.e.*, a year’s subscription to OnStar or \$643 – were  
20 unacceptable. When the check from GM arrived, Mr. Brewer noted GM had inserted  
21 a “release” on the check, stating “acceptance of this check constitutes full resolution for  
22 reimbursement.” As a result, Mr. Brewer has not cashed the check.

23 67. During his conversations with Mr. Saucedo, Mr. Brewer was told GM had  
24 no software upgrade and no hardware “fix” available to provide Mr. Brewer’s Equinox  
25 with the MyLink features promised. Additionally, Mr. Saucedo told Mr. Brewer, in a  
26 telephone conversation on or about December 7, 2012, that GM acknowledged there  
27 was a “mix up” in the advertising and that GM would be adjusting all the sales  
28 materials sent to its dealerships and posted on the website, to reflect the fact that only

1 2012 Equinox vehicles available in the Spring of 2012 would have MyLink. GM would  
2 not do a "buy back" or replacement vehicle.

3 68. Courtesy and GM's response to Mr. Brewer's complaints regarding the  
4 missing MyLink features have been unsatisfactory at best. Instead, Courtesy has  
5 attempted to lay blame at Mr. Brewer's feet, claiming he got the vehicle he ordered,  
6 complete with the features he wanted. Nothing could be further from the truth.

7 69. To date, neither Courtesy nor GM have provided a plausible explanation  
8 or adequate remedy for Mr. Brewer given Defendants sold him a vehicle that did not  
9 comply with Defendants' representations and is not what he wanted or ordered.

10 70. Mr. Brewer has attempted to resolve this matter without the involvement  
11 of legal counsel. As noted, he has spoken with Courtesy and GM, including requesting  
12 a repurchase of the Vehicle. All such attempts have been rebuffed.

13 71. California Vehicle Code § 11614(a) provides it is unlawful for a lessor-  
14 retailer licensed in this state to "Make or disseminate, or cause to be made or  
15 disseminated, before the public in this state, in any newspaper or other publication, or  
16 any advertising device, or by oral representation, or in any manner or any means  
17 whatsoever, any statement that is untrue or misleading and that is known, or which  
18 by the exercise or reasonable care should be known, to be untrue or misleading . . . ."

19 72. California Vehicle Code § 11713(a) provides it is unlawful for any licensed  
20 dealer to "Make or disseminate, or cause to be made or disseminated, before the public  
21 in this state, in any newspaper or other publication, or any advertising device, or by  
22 public outcry or proclamation, or in any manner or any means whatsoever, any  
23 statement that is untrue or misleading and that is known, or which by the exercise or  
24 reasonable care should be known, to be untrue or misleading . . . ."

25 73. Courtesy is, on information and belief, a licensed dealer and lessor-  
26 retailer in this state within the terms of the California Vehicle Code Sections 285 and  
27 373.

28 ///

1 FIRST CAUSE OF ACTION

2 **Violation of Consumers Legal Remedies Act, Civil Code Section 1750, *et***  
3 ***seq.* – Class Claim – As Against Defendants GM and Does 1-10**

4 74. Plaintiff, on his own behalf and on behalf of the Class Members,  
5 incorporates by reference each and every allegation set forth in Paragraphs 1 through  
6 73, inclusive, of this Complaint and further alleges as follows.

7 75. This cause of action is brought pursuant to the California Consumers  
8 Legal Remedies Act, Cal. Civil Code Section 1750, *et seq.* (the "CLRA").

9 76. The vehicles purchased by Plaintiff and each Class Member constitute  
10 "goods" bought for use primarily for personal, family, or household purposes pursuant  
11 to Section 1761(a).

12 77. Plaintiff and each Class Member are "consumers" pursuant to  
13 Section 1761(d).

14 78. Defendants GM and Does 1-10 are "persons" pursuant to Section 1761(c).

15 79. The advertisement and sale of the vehicles to Plaintiff and each Class  
16 Member are "transactions" pursuant to Section 1761(e).

17 80. GM's actions, representations, and conduct are subject to the CLRA,  
18 because they extend to "transactions," as defined in Section 1761(e), that have resulted  
19 in the sale or lease of goods to "consumers."

20 81. The CLRA applies to the acts, practices, and/or conduct engaged in by GM  
21 and alleged herein, because GM's acts, practices, and/or conduct have resulted in  
22 transactions involving the sale of the vehicles at issue to Plaintiff and the Class  
23 Members primarily for personal, family, or household purposes. Defendants violated  
24 and continued to violate the CLRA in at least the following respects:

25 a. GM represented goods had characteristics, uses, and/or benefits which  
26 they did not have;

27 b. GM represented goods were of a particular standard, style or model, when  
28 they were of another;

- 1 c. GM advertised goods with intent not to sell them as advertised;  
2 d. GM represented transactions conferred or involved rights, remedies, or  
3 obligations which they did not have or involve, or which are prohibited by  
4 law; and  
5 e. GM represented that the subject of a transaction had been supplied in  
6 accordance with a previous representation when it had not.

7 82. As set forth in detail above, GM produced, manufactured, advertised,  
8 distributed, and sold the 2012 Chevrolet Equinox vehicles as being equipped with  
9 Chevrolet MyLink when, in fact, those vehicles did not have – and could not be  
10 retrofitted to have – MyLink.

11 83. On or about May 11, 2012, Plaintiff served Defendants via certified mail,  
12 return receipt requested, a Consumers Legal Remedies Act notification and demand  
13 letter seeking individual relief under the CLRA. The letter was received by GM on  
14 May 14, 2012.

15 84. By misrepresenting and failing to disclose that these early production  
16 2012 Chevrolet Equinox vehicles did not conform to GM's representations as set forth  
17 above, GM violated the CLRA, specifically Section 1770(a)(5), (7), (9), (14), and (16), as  
18 set forth above. Plaintiff has provided notice prior to filing suit requesting Defendants  
19 provide a correction, repair, replace, or otherwise rectify the matter on behalf of  
20 Plaintiff and the Class Members. GM failed and refused to respond either orally or in  
21 writing to this demand on behalf of Plaintiff and/or the Class Members.

22 85. As a result of the acts of unfair competition or unfair or deceptive acts or  
23 practices detailed above, Plaintiff and the Class Members have suffered and will  
24 continue to suffer damage. Pursuant to the CLRA, Section 1780(a)(2), GM should be  
25 enjoined from continuing to employ the unlawful methods, acts, and practices alleged  
26 herein to prevent any future harm to Plaintiff and other Class Members, and should  
27 be ordered to pay actual damages and restitution and provide all the relief set forth in  
28 Section 1780, including statutory damages of up to \$1,000 per consumer and/or up to

1 \$5,000 per consumer who qualifies as a "senior citizen" under the CLRA, as well as  
2 payment of attorneys' fees and costs. In addition, to the extent such conduct is found  
3 to be willful, fraudulent, and malicious, GM should be ordered to pay exemplary  
4 damages, all in an amount according to proof at time of trial.

5 **SECOND CAUSE OF ACTION**

6 **Commission of Unlawful and/or Unfair Business Acts and Practices, Bus. &**  
7 **Prof. Code Section 17200, *et seq.* – Class Claim – As Against Defendants GM**  
8 **and Does 1-10**

9 86. Plaintiff, on his own behalf and on behalf of the Class Members,  
10 incorporates by reference each and every allegation set forth in Paragraphs 1 through  
11 85, inclusive, of this Complaint and further alleges as follows.

12 87. GM's acts, omissions, misrepresentations, practices, and/or non-  
13 disclosures constituted unlawful and/or unfair business acts and/or practices within the  
14 meaning of California Business & Professions Code Sections 17200, *et seq.*

15 88. Plaintiff and the Class Members suffered injury in fact and lost money as  
16 a result of GM's unfair competition, including, but not limited to, their statutory  
17 damages under the CLRA caused by GM's misrepresentations regarding the 2012  
18 Chevrolet Equinox vehicles purchased by Plaintiff and the Class Members and by  
19 purchasing and/or paying more for those vehicles than Plaintiff and the Class Members  
20 would have if they had known the true facts – *i.e.*, that the vehicles would not have  
21 MyLink.

22 89. GM's conduct described herein violates California Business & Professions  
23 Code § 17200 ("UCL") in the following respects:

- 24 a. GM's policies and practices regarding the advertising, marketing,  
25 distribution, and sale (through its agents) of 2012 Chevrolet Equinox  
26 vehicles as coming equipped with Chevrolet MyLink when such vehicles  
27 did not – and could not – have MyLink causes substantial injury to  
28 consumers with no countervailing legitimate benefit and thus is immoral,

1 unethical, oppressive, unscrupulous, unconscionable and/or substantially  
2 injurious to Plaintiff and Class Members, constitutes "unfair" business  
3 acts or practices within the meaning of the UCL; and

- 4 b. GM's policies and practices regarding the advertising, marketing,  
5 distribution, and sale (through its agents) of 2012 Chevrolet Equinox  
6 vehicles as coming equipped with Chevrolet MyLink when such vehicles  
7 did not – and could not – have MyLink without disclosing the true facts  
8 that MyLink was not yet ready to be released, and in making statements  
9 that are likely to mislead Plaintiff and the Class and the general public,  
10 constitutes "fraudulent" business acts or practices within the meaning of  
11 the UCL.

12 90. In addition, GM's practices and/or policies as detailed herein are  
13 "unlawful" business practices in the following respects, violating, *inter alia*, Bus. &  
14 Prof. Code § 17500, *et seq.*, and the CLRA:

- 15 a. GM did not properly or reasonably disclose to customers the 2012  
16 Equinox vehicles manufactured and distributed to dealers in 2011 and  
17 into early 2012 did not have MyLink and could not be retrofitted to have  
18 MyLink;
- 19 b. GM, either directly and/or through its dealers, did not disclose the  
20 existence of the material discrepancies detailed herein and have not  
21 provided adequate or any compensation therefor; and
- 22 c. GM disseminated misleading advertising and promotional materials by  
23 focusing on its new "infotainment" system called MyLink and MyLink's  
24 availability for purchase with 2012 Chevrolet Equinox vehicles, while not  
25 disclosing material facts, including that MyLink was not ready and would  
26 not be available for purchase on 2012 Equinox vehicles produced and sold  
27 in 2011 and, in fact, would not be available to ship on 2012 Equinox  
28 vehicles until Spring 2012.



1 misrepresentations, omissions, and practices including, as an example, the Press  
2 Releases and the articles on the Chevy Culture website that claimed 2012 Equinox  
3 vehicles purchased by customers in 2011 would have attributes they did not have in  
4 terms of being equipped with Chevrolet MyLink.

5 96. GM's advertising misrepresentations, omissions, and practices in  
6 connection with the marketing of the 2012 Equinox vehicles and MyLink are  
7 misleading or likely to mislead for the reasons set forth above.

8 97. GM's advertising misrepresentations, omissions, and practices made in  
9 connection with the sale or lease of 2012 Equinox vehicles sold or leased in 2011 and  
10 early 2012 are unfair, deceptive, and/or misleading within the meaning of California  
11 Business & Professions Code Section 17500, *et seq.* These representations are likely  
12 to deceive reasonable consumers.

13 98. In making and disseminating the statements alleged herein, GM should  
14 have known that the statements detailed above were misleading, and thus acted in  
15 violation of California Business & Professions Code Section 17500, *et seq.*

16 99. As detailed above, Plaintiff and Class Members suffered injury in fact and  
17 a loss of money or property as a result of the acts and practices that violate  
18 Section 17500, *et seq.*

19 100. Pursuant to California Business and Professions Code Section 17535,  
20 Plaintiff and Class Members seek, and are therefore entitled to, an order enjoining GM  
21 from continuing to engage in acts of unfair competition and to engage in a corrective  
22 informational and advertising campaign in compliance with all applicable laws.  
23 Plaintiff additionally requests an order from the Court requiring GM to provide  
24 complete equitable monetary relief so as to prevent GM from benefitting from the  
25 practices that constitute unfair competition or the use or employment of any monies  
26 resulting from the sale of these vehicles, including requiring the payment of restitution  
27 of any monies as may be necessary to restore any money or property which may have  
28

1 been acquired by means of such acts of unfair competition and/or disgorgement of all  
2 excessive amounts paid to GM or its agents or incurred by Class Members.

3 101. Plaintiff, on behalf of himself and Class Members, also seeks all equitable  
4 relief pursuant to California Code of Civil Procedure Section 384, pre- and post-  
5 judgment interest at the highest rate allowable by law; and payment of attorneys' fees  
6 and costs pursuant to, *inter alia*, Code of Civil Procedure Section 1021.5, the common  
7 fund and private Attorney General doctrines.

8 102. As a result of GM's violations of the false advertising statute, Plaintiff and  
9 Class Members are entitled to equitable relief as the Court deems appropriate.

10 **FOURTH CAUSE OF ACTION**

11 **Violation of Consumers Legal Remedies Act, Civil Code Section 1750, et**  
12 **seq. – Individual Claim – As Against Defendants Courtesy and Does 1-10**

13 103. Plaintiff incorporates by reference each and every allegation set forth in  
14 Paragraphs 1 through 102, inclusive, of this Complaint and further alleges as follows.  
15 This cause of action is asserted by Plaintiff individually.

16 104. The Vehicle sold to Plaintiff constitutes "goods" purchased for use  
17 primarily for personal, family, or household purposes pursuant to Civil Code  
18 Section 1761(a).

19 105. Plaintiff is a "consumer" pursuant to Civil Code Section 1761(d).

20 106. Defendants are "persons" pursuant to Civil Code Section 1761(c).

21 107. The advertisement and sale of the Vehicle to Plaintiff is a "transaction"  
22 pursuant to Civil Code Section 1761(e).

23 108. The acts and/or practices engaged in by Defendant Courtesy and alleged  
24 herein were intended to, and did, result in the sale of the Vehicle to Plaintiff primarily  
25 for personal, family, or household purposes, and violated and continued to violate the  
26 CLRA in at least the following respects:

- 27 a. Courtesy represented the goods or services had sponsorship,  
28 characteristics, uses, or benefits which they did not have;

- 1           b.     Courtesy represented the goods or services are of a particular standard,  
2           Courtesy, or grade, or that goods are of a particular style or model if they  
3           are of another;
- 4           c.     Courtesy advertised goods with intent not to sell them as advertised;
- 5           d.     Courtesy represented the transaction had been supplied in accordance  
6           with previous representations when it had not;
- 7           e.     Courtesy represented the transaction conferred or involved rights,  
8           remedies, or obligations which it did not have or involve, or which were  
9           prohibited by law; and
- 10          f.     Courtesy inserted an unconscionable arbitration clause on the back of the  
11          purchase contract.

12          109. On or about May 11, 2012, Plaintiff served Defendants via certified mail,  
13 return receipt requested, a Consumers Legal Remedies Act notification and demand  
14 letter seeking individual relief under the CLRA. The letter was received by Courtesy  
15 on May 12, 2012.

16          110. By misrepresenting and failing to disclose the Vehicle Plaintiff ordered,  
17 and that was delivered to him, was not equipped with Chevrolet MyLink and could be  
18 retrofitted to have MyLink, Courtesy violated the CLRA, specifically  
19 Section 1770(a)(5), (7), (9), (14), (16), and (19) as set forth above.

20          111. Section 1780(a)(2) of the Act provides a consumer is entitled to an  
21 injunction prohibiting acts or practices which violate the Act. Plaintiff alleges  
22 Courtesy has established a pattern and practice of: (1) misrepresenting the features on  
23 the 2012 Equinox vehicles; (2) misrepresenting the MyLink was available on the 2012  
24 Equinox model vehicles sold to customers in 2011; (3) misrepresenting the features  
25 and/or functionalities of the MyLink system; (4) misrepresenting to consumers the  
26 missing features and/or functionalities of the MyLink system could be added by way  
27 of a software update; (5) representing to consumers that the 2012 Equinox vehicles  
28 they purchased have all the features and/or functionalities GM advertised they would

1 have; (6) automatically charging customers \$29 for an "Optional Electronic DMV Filing  
2 Fee" without disclosing the fee to customers; (7) failing to give customers the option of  
3 declining to pay the \$29 "Optional DMV Electronic Filing Fee;" and (8) inserting  
4 unconscionable arbitration clauses in consumers' purchase contracts.

5 112. As a result of the acts of unfair competition or unfair or deceptive acts or  
6 practices detailed above, Plaintiff suffered and will continue to suffer damage.  
7 Pursuant to the CLRA, Section 1780(a)(2), Courtesy should be enjoined from  
8 continuing to employ the unlawful methods, acts and practices alleged herein to  
9 prevent any future harm to Plaintiff or others.

10 113. Pursuant to Civil Code Section 1780, Plaintiff seeks all available relief,  
11 including damages, an order enjoining Defendants from the acts, methods, and  
12 practices as set forth in this Complaint, and attorneys' fees and costs according to proof  
13 at time of trial.

14 **FIFTH CAUSE OF ACTION**

15 **Commission of Unlawful, Unfair, and/or Fraudulent Business Acts and**  
16 **Practices, Bus. & Prof. Code Section 17200, *et seq.* – Individual Claim**  
17 **– As Against Defendants Courtesy and Does 1-10**

18 114. Plaintiff incorporates by reference each and every allegation set forth in  
19 Paragraphs 1 through 113, inclusive, of this Complaint, and further alleges as follows.  
20 This cause of action is brought by Plaintiff individually.

21 115. Defendants' acts, omissions, misrepresentations, practices, and/or non-  
22 disclosures constituted unlawful, unfair, and/or fraudulent business acts and/or  
23 practices and untrue and misleading advertising within the meaning of California  
24 Business & Professions Code Section 17200, *et seq.*

25 116. Defendant Courtesy engaged in "unlawful" business acts and/or practices  
26 by the following: (1) misrepresenting the features on the 2012 Equinox vehicles; (2)  
27 misrepresenting the MyLink was available on the 2012 Equinox model vehicles sold  
28 to customers in 2011; (3) misrepresenting the features and/or functionalities of the

1 MyLink system; (4) misrepresenting to consumers the missing features and/or  
2 functionalities of the MyLink system could be added by way of a software update; (5)  
3 representing to consumers that the 2012 Equinox vehicles they purchased have all the  
4 features and/or functionalities GM advertised they would have; (6) automatically  
5 charging customers \$29 for an "Optional Electronic DMV Filing Fee" without disclosing  
6 the fee to customers; (7) failing to give customers the option of declining to pay the \$29  
7 "Optional DMV Electronic Filing Fee;" and (8) inserting unconscionable arbitration  
8 clauses in consumers' purchase contracts. Plaintiff seeks an order enjoining Defendant  
9 Courtesy from the acts, methods, and/or practices as set forth in the complaint and for  
10 payment of restitution. These business acts and/or practices violated numerous  
11 provisions of both state and federal law including, *inter alia*, Civil Code 1709, the  
12 CLRA, Business and Professions Code Sections 17500 and 17531, and California  
13 Vehicle Code Sections 11614(a) and 11713(a). Accordingly, Defendant Courtesy  
14 violated Business & Professions Code Section 17200's proscription against engaging  
15 in an "unlawful" business act or practice. Plaintiff seeks an order enjoining Defendant  
16 from engaging in the acts, methods, and/or practices as set forth in this Complaint and  
17 for payment of restitution.

18 117. Defendant Courtesy also engaged in a "fraudulent" business act or  
19 practice in that the representations and omissions of material fact described above  
20 have a tendency and likelihood to deceive purchasers of these vehicles.

21 118. Defendant Courtesy also engaged in an "unfair" business act or practice  
22 in that the justification for selling vehicles based on the misrepresentations and  
23 omissions of material fact delineated above is outweighed by the gravity of the  
24 resulting harm, particularly considering the available alternatives, and offends public  
25 policy, is immoral, unscrupulous, unethical, and offensive, or causes substantial injury  
26 to consumers.

27 119. The above-described unlawful, fraudulent, and/or unfair business acts  
28 and/or practices conducted by Courtesy continue to this day and present a threat to

1 Plaintiff and the general public in that Courtesy failed to publicly acknowledge the  
2 wrongfulness of its actions and provide full equitable injunctive and monetary relief  
3 as required by the statute.

4 120. As a result of Courtesy's violation of the UCL, Plaintiff paid excessive  
5 amounts of money for his Vehicle, has not been compensated for the diminution in  
6 value of the Vehicle since it does not have MyLink, and thus suffered and will continue  
7 to suffer injury in fact and a loss of money or property.

8 121. Pursuant to California Business & Professions Code Section 17203,  
9 Plaintiff seeks an order of this Court requiring Courtesy to immediately cease such acts  
10 of unfair competition and enjoining Courtesy from continuing to conduct business via  
11 the unlawful, fraudulent, and/or unfair business acts and practices set forth in this  
12 Complaint and from failing to fully disclose the true nature of their  
13 misrepresentations, and ordering Courtesy to engage in a corrective notice and  
14 advertising campaign. Plaintiff additionally requests an order from the Court  
15 requiring Courtesy to provide complete equitable monetary relief so as to prevent  
16 Courtesy from benefitting from the practices that constitute unfair competition or the  
17 use or employment of any monies resulting from the sale of these vehicles, including  
18 requiring the payment of restitution of any monies as may be necessary to restore any  
19 money or property which may have been acquired by means of such acts of unfair  
20 competition.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment as follows, on behalf of himself, and  
23 the Members of the Class, as appropriate for the particular causes of action:

- 24 1. An Order certifying the Class under the appropriate provisions of  
25 California law, and appointing Plaintiff and his counsel to represent the  
26 Class.

27 ///

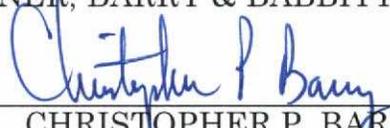
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2. For the declaratory, equitable, and/or injunctive relief requested as permitted under the Consumers Legal Remedies Act and Business & Professions Code Section 17203 and/or Section 17535.
3. For general, special, and actual damages according to proof at trial.
4. For rescission and/or restitution of all monies required to be expended by Plaintiff and Class Members, including restitution of all excessive amounts paid by Plaintiff and Class Members, including restitution equal to the diminution in value of their vehicles and disgorgement of the ill-gotten gains derived from GM's illegal conduct.
5. For incidental and consequential damages according to proof at trial.
6. For the specified causes of action, punitive and/or statutory damages.
7. For pre-judgment interest at the legal rate.
8. For reasonable attorneys' fees and costs of suit as specified under, *inter alia*, Code of Civil Procedure Section 1021.5 and Civil Code Section 1780(d).
9. For such other and further relief as the Court deems just and proper under the circumstances.

DATED: July 12, 2012

ROSNER, BARRY & BABBITT, LLP

By:   
CHRISTOPHER P. BARRY  
Attorneys for Plaintiff

# EXHIBIT 1



News United States

## Chevrolet MyLink Creates Smartphones on Wheels

Smart interface design allows drivers to take advantage of mobile communications technology while the phone remains safely stowed

2011-02-17

NEW YORK – Consumers who seek a higher level of in-vehicle wireless connectivity and customized infotainment options, plus the unmatched safety and security of OnStar need look no further than the 2012 Chevy Volt and Equinox.

When these vehicles go on sale later this year, they will be the first to offer Chevy MyLink – an in-car infotainment package that builds on the safety and security of OnStar and seamlessly integrates online services like Pandora® internet radio and Stitcher SmartRadio® using hands-free voice and touch-screen controls via Bluetooth device connectivity.

"There is a new generation of car buyers who don't want to settle for mass market radio," said Rick Scheidt, vice president of Chevrolet Marketing. "They want to create their own individual stations and have access to them wherever they are. Chevrolet vehicles have offered customers the ability to use portable media devices since 2006 and the introduction of MyLink takes media personalization to a new level."

MyLink adds stereo audio streaming and wireless control of smartphones, building on the voice-activated Bluetooth hands-free calling capability already offered in most Chevy vehicles. MyLink also includes a seven-inch, high-resolution, full-color touch screen display that makes media selection easy to navigate.

"Chevrolet MyLink is the next logical step for in-vehicle connectivity," said Karl Stracke, vice president for Global Product Engineering. "MyLink leverages the mobile broadband capability and the sophisticated, online services made possible by today's smart phones."

MyLink retains all the capabilities of today's entertainment units, including AM/FM/XM tuners, CD player with MP3 playback, auxiliary and USB inputs. But, Stracke says, "These are the essentials and we're building from there."

### Among the new benefits provided by MyLink:

- Enhanced hands-free voice control system powered by Nuance®, which allows simple voice commands to initiate phone calls and select radio stations or media from portable MP3 players and smartphones. A tap of a button on the steering wheel enables intuitive verbal control of smartphone applications like "play (artist name)" or "call (name of contact)" to keep the driver's hands on the wheel and eyes on the road.
- Pandora® internet radio allows users to create personalized radio stations based on favorite artists or genres and Stitcher SmartRadio® enables access to thousands of audio programming choices allowing

customers to build a personalized listening experience. MyLink integrates control of both of these apps for a driver directed listening experience.

- **Gracenote®:** identifies the music collection on the driver's smartphone or MP3 player and presents information such as artist name, genres and album cover art on the MyLink screen and enables users to select similar music to the tunes they love. Gracenote also improves the accuracy of MyLink's voice activation system by allowing users to access music using artist nicknames, such as "The Boss," "G.N.R.," or "The Fab Four" simply by using MyLink's touch-screen or steering wheel buttons and voice control interfaces.
- **Upgraded USB connectivity:** While Chevrolet has offered auxiliary device connectivity since 2006, MyLink adds flash memory capability to its USB device connections. This provides users with the ability to access approved applications that will make their MyLink system even more functional, while assuring that driver's maintain eyes on the road and hands on the wheel.

The debut of Chevy MyLink extends the OnStar experience from safety and security to information and entertainment by seamlessly integrating the capability of a smartphone into the vehicle so that hand-held phones may be safely stowed while driving.

When OnStar debuted in 1996, it pioneered in-vehicle connectivity with the auto industry's first embedded telematics system. It has grown from primarily offering automatic crash notification and security features to include remote vehicle diagnostics, turn-by-turn navigation and the ability to slow down stolen vehicles.

In November 2010, OnStar released a smartphone application for all 2011 Chevy vehicles that incorporated remote start, lock/unlock, and vehicle status checks as well as battery management functions for Volt owners. Volt owners also have the MyVolt.com website to provide those remote management features and other Chevy owners soon will have access to similar web-based OnStar services.

The combination of MyLink and OnStar will soon be joined by the integration of the Powermat® charging system – eliminating the need for charging cords. Chevrolet MyLink will be available beginning with the 2012 Chevrolet Volt and Equinox this fall before expanding to other vehicles in the Chevy lineup over the next 18 months.

#### About Chevrolet

Founded in Detroit in 1911, Chevrolet celebrates its centennial as a global automotive brand with annual sales of about 4.25 million vehicles in more than 120 countries. Chevrolet provides consumers with fuel-efficient, safe and reliable vehicles that deliver high quality, expressive design, spirited performance and value. The Chevrolet portfolio includes iconic performance cars such as Corvette and Camaro; dependable, long-lasting pickups and SUVs such as Silverado and Suburban; and award-winning passenger cars and crossovers such as Spark, Cruze, Malibu, Equinox and Traverse. Chevrolet also offers "gas-friendly to gas-free" solutions including Cruze Eco and Volt. Cruze Eco offers 42 mpg highway while Volt offers 35 miles of electric, gasoline-free driving and an additional 344 miles of extended range. Most new Chevrolet models offer OnStar safety, security and convenience technologies including OnStar Hands-Free Calling, Automatic Crash Response and Stolen Vehicle Slowdown. More information regarding Chevrolet models can be found at [www.chevrolet.com](http://www.chevrolet.com).

#### About OnStar

OnStar, a wholly owned subsidiary of General Motors, is the leading provider of connected safety and security solutions, value-added mobility services and advanced information technology. Currently available on more than 40 MY 2011 GM models, OnStar soon will be available for installation on most other vehicles already on the road through local electronics retailers, including Best Buy. OnStar safely connects its more than six million subscribers, in the U.S., Canada and China, in ways never thought possible. OnStar Stolen Vehicle Slowdown is a recipient of

the 2010 Edison Award for Best New Product in the technology category. More information about OnStar can be found at [www.onstar.com](http://www.onstar.com).



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# EXHIBIT 2

Locate a Vehicle Find a Dealer Request a Quote Español

CARS CROSSOVERS / SUVs TRUCKS / VANS PRICING & OFFERS CHEVY CULTURE OWNERS

MyLink turns your car into a mobile device

ALL INNOVATION SAFETY ENVIRONMENT HISTORY NEWS

Drive to work. Navigate rush hour. Pay the toll. Pick up milk. It's your turn in the carpool. Did you forget the eggs? Pick up eggs. Drive home. Rest and repeat. "Can I get a ride?" Sometimes just repeat.



The Rev Heard Around the World

Chevrolet may not have invented the engine, but we did invent THE engine. You know the one. Even the dust left in its wake packs a punch. We call it the Small Block. READ ARTICLE >

It's tough out there. That's why we're reimagining what a Chevrolet vehicle should be in relation to your ever-evolving life. After all, what good is connectivity if you can't use it everywhere, anyways?



It's more than a car, it's a community

Owners, enthusiasts and experts gather online at Chevrolet's Voltage community. READ ARTICLE >

Your car should double as a communication and technology hub to keep you connected while on the move. It should have smart interface design that allows you to take full advantage of your mobile devices while remaining safely stowed. That's how we see it at least. And we're heading in that direction, beginning with availability on the 2012 Volt<sup>2</sup> and Equinox, and the all-new Chevy Malibu coming in 2013.



2013 Malibu, 2012 Volt and Equinox: your links to Chevrolet MyLink

MyLink turns your car into a mobile device. READ ARTICLE >

They're the first to offer MyLink—an in-car infotainment package that keeps you entertained, informed and in the loop. MyLink<sup>2</sup> aggregates content from your smartphone onto an available seven-inch diagonal, high-resolution, full-color touch-screen display. You can instantly access music and content from online sources like Pandora<sup>®</sup> and Stitcher SmartRadio<sup>®</sup>. You can listen to self-created radio stations and playlists. Hear personalized news and talk programs. And you can enjoy seamless music integration with Gracenote<sup>®</sup>, which organizes your music library by populating song information and album art.



20,000 lbs for 245 miles through mountains... Done

New 2011 Chevrolet Silverado Heavy Duty Trucks Prove They're Ready for Any Job or Competitor. READ ARTICLE >

MyLink also integrates your phone via Bluetooth<sup>®</sup> so you can use voice recognition for safe, hands-free calling. Or press the on-screen phone icon to access contacts and call information. Just reach out and connect—with anyone.

"There is a new generation of car buyers who don't want to settle for mass market radio," said Rick Schaldt, vice president of Chevrolet Marketing. "They want to create their own individual stations and have access to them wherever they are. MyLink takes media personalization to a new level."

Among the new benefits to be provided by Chevrolet MyLink:

- Enhanced hands-free voice control system powered by Nuance<sup>®</sup>, which allows simple voice commands to initiate phone calls and select radio stations or media from portable MP3 players and smartphones. A tap of a button on the steering wheel enables intuitive verbal control of smartphone applications like "Play (artist name)" or "Call (name of contact)" keeping your hands on the wheel and your eyes on the road.
- Pandora Internet Radio allows you to create personalized radio stations based on your favorite artists or genres and Stitcher SmartRadio<sup>3</sup> enables access to thousands of audio programming choices, allowing you to build a personalized listening experience.
- Gracenote<sup>®</sup>: Identifies the music collection on your smartphone or MP3 player and presents information such as artist name and album cover art on the MyLink screen and enables you to select similar music to the tunes you love.

MyLink will be beginning with availability on the 2012 Chevrolet Volt<sup>2</sup> and Equinox, and the all-new 2013 Chevy Malibu, before expanding to other vehicles in the 2013 Chevrolet lineup.



Chevrolet Http://t.co/Vk14YtLJ <-- Spice up your wild game with this recipe for Red Curry with Basil, courtesy of @Gabelas. #ChevyUHA 2 hours ago



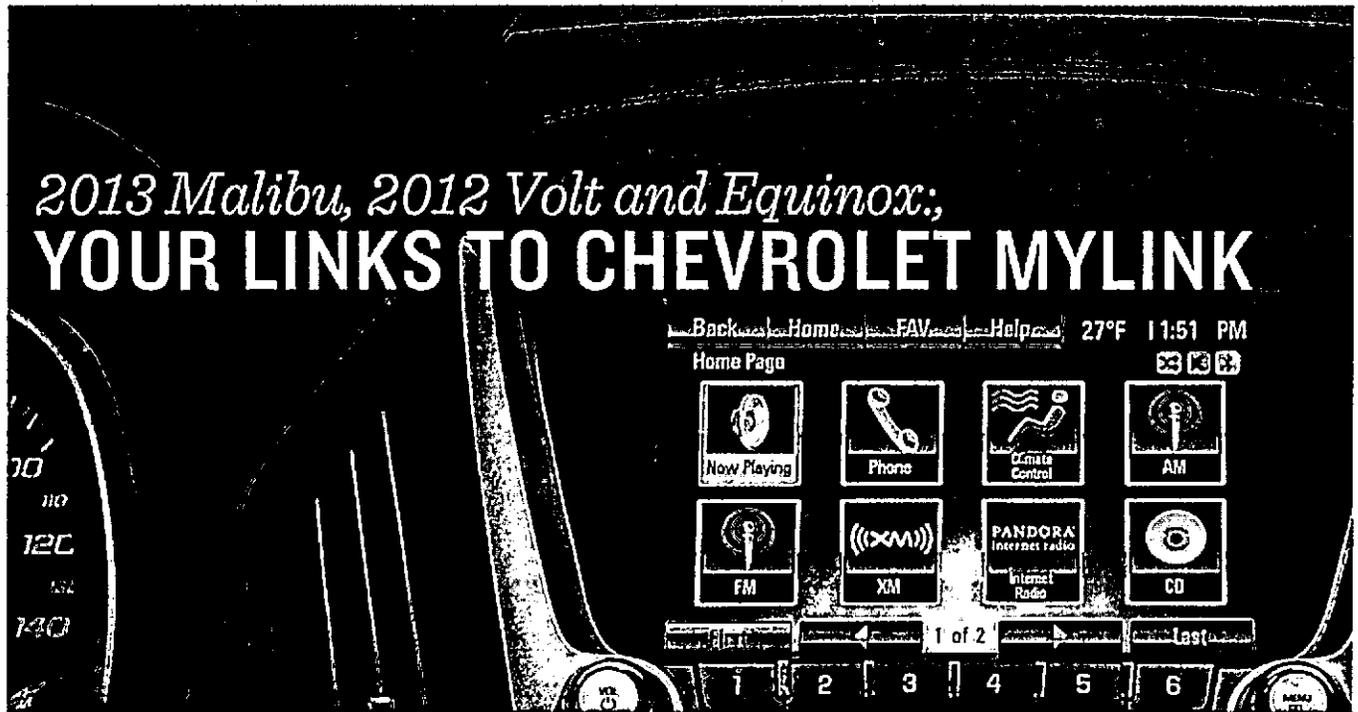
Chevrolet Our newest addition to the Chevy U.S. line-up ignited excitement and curiosity at the LA Auto Show. See how the Spark lit up the show.



LA Auto Show | Camaro ZL1 Convertible w/ Chief Engineer | Chevrolet by chevrolet 3,895 views



ENTER NOW Can you beat ESPN's Lee Corso at his own game?



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Manufacturer's Suggested Retail Price excludes destination freight charge, tax, title, license, dealer fees and optional equipment. Click here to see all Chevrolet vehicles' destination freight charges.

<sup>1</sup> Full functionality requires compatible Bluetooth and smartphone. Some devices require USB connectivity.

<sup>2</sup> Data plan rates apply.

<sup>3</sup> Go to gm.com/bluetooth to find out which phones are compatible with the vehicle.

<sup>4</sup> Available to order at participating dealers. Quantities limited.

# EXHIBIT 3

**TRANSCRIPT OF EXCERPT OF ENGADGET SHOW**  
**FEBRUARY 18, 2011**

Host: Joshua Topolsky  
Automotive Editor: Tim Stevens  
Guest: Micky Bly

Excerpt: 10:40 to 19:05

Topolsky: You're doing a lot of stuff inside the cars, which I know you wanted to talk about today ...

Bly: Yep.

Topolsky: You actually have a piece of news,

Bly: Yep...

Topolsky: You wanted to share with us, um ....

Bly: Yeah. Actually, what I wanted to do ... First of all, Chevrolet is our highest volume brand known around the world, been in production for over a 100 years. And we're trying to change the image of what Chevrolet really stands for. And what we're doing here, tonight, in front of you, this crowd, and those who will be watching us online - no one, nobody else in the world has heard this, no body else has seen this information. So we wanted to bring it here first: is we're going to be introducing a state of the art infotainment system on top of the technologies already in the Volt. It's going to be called Chevrolet MyLink. And this Chevrolet MyLink system is going to be able to take the power of your smartphone - I'm sure at least a couple of you have smartphones in your hand - uh, and really bring in the capability of 3G, 4G, LT, whatever we have out there at the time, and bring that into a platform for Chevrolet. We're launching it on the Chevrolet Volt later this summer, the Chevrolet Equinox next to it will be doing it. We're going to show you a little ...

Topolsky: So this is it? You're breaking the news here?

Bly: This is breaking news. A banner should be on the bottom.

Topolsky: (To Tim Stevens) As the automotive editor, you should be blogging this.

Stevens: I think this is post-worthy ...

Topolsky: You need to blog this.

Stevens: Can someone grab my laptop?

Topolsky: Is there a laptop that you can get your hands on?

Topolsky: (To Micky Bly) And you guys, actually, we can demo this?

Bly: We're going to give you a really quick demo of it today. It's hard to experience everything we're going to be bringing to Chevrolet, but, uh, we'll show you some of the really cool features.

Topolsky: And we have a demo we're to go to take a look at it?

Bly: Absolutely.

Stevens: I'm going to get some pictures.

Topolsky: Yeah, you do some photos and then put this up. And we're going to take a look at this. This is MyLink you're talking about.

Bly: This is Chevrolet MyLink.

Topolsky: The so-called MyLink. Alright, so what is this? This is, this is a dashboard of a car?

Bly: Yeah, it actually is, uh ...

Topolsky: What kind of car is it out of?

Bly: It's right out of our Chevrolet Equinox. You can see one right over here.

Topolsky: Can you tell me what is happening here? Why is - what's special about this?

Bly: Well, what we wanted to do with MyLink is actually partner up with some of the experts in the field in of voice recognition. So we have Nuance. From an App developer, Pandora, Stitcher which will be available here. We also, uh, partnered up with Gracenotes and put all

of their imbedded technology inside ...

Topolsky: So this is kind of Sync-ish? I don't know if that's a bad word. Am I allowed to say that?

Bly: You can say it but I can't.

Topolsky: It's kind of a Sync-style thing you're doing but ... you have some other, couple of other ...

Bly: Well, obviously we're going to bring the power of smartphone into the car. 3G, 4G connection and as we move forward. Also fully updatable, which we can download software updates, put them on your thumb drive, USB, and be able to refresh this along the way.

Topolsky: So, not over the air updates but you actually have to install it?

Bly: Yeah, we're installing it right now but what we do in the future - there's more to come in that space. Also, have the ability to integrate this with OnStar in a seamless way.

Topolsky: So walk me through how - if I'm in my Equinox - as I will be in the near future when you send me one to my home - what am I doing there? What's happening? How am I using MyLink?

Bly: Well, the first thing you're going to do is get in. Obviously have your smartphone. You take it out and put it in the center console. Somewhere like, right here. And what we actually installed here is a wireless charging system at the same time. It's Power Mat. We announced out at CES, to have the wireless charging capability in the car and it really is a game changer from connectivity.

Topolsky: The technology of Power Mat, is that what you're saying?

Bly: Yeah, ....

Topolsky: It is an amazing technology...

Bly: It is something that everybody here...

Topolsky: It seems like everybody here should have Power Mat technology in their hands ...

Bly: You know, I think that'd be a great idea.

Topolsky: It does seem like a great idea.

Bly: I do, why don't we do something about it?

Topolsky: So, actually, we are going to give everybody here a Power Mat. I actually have one. (Applause) Yeah, that's right. There's more. We're going to give everybody here a power mat charger which can charge two devices at once, uh, and we're going to give you - hold onto your ticket stub because you'll be able to get whatever kind of back you need for what phone you have - they'll give you a little slip. So everyone will get a compatible back and - but wait, there's more. If you call right now ... no, you'll also get a backup charger.

Bly: It's a backup battery.

Topolsky: Backup battery and you get nine hours of use out of this.

Bly: Yup.

Topolsky: So if you're on the road and you have a phone where you can't take the battery out - I'm not naming names - but - the iPhone - you can plug this in and get a charge. It works with a bunch of different devices. So, you're going to get all three of these things. And, uh, a \$150 value. Everyone in the audience is getting one tonight. (Applause) So, we have finally done the Oprah give away. So, a big thanks to Power Mat and you guys for doing that. So, anyway, back to this MyLink business.

Bly: So, let me give you an example. Once you got it on the wireless charger, we've got an iPhone 4 here, obviously. Tethering it to the car, iPhone, unfortunately, you have to use a wire to tether into the USB. If you have an Android, Blackberry, or any of the other devices, it actually does it through Bluetooth. But, for this demo ...

Topolsky: You have to plug it in?

Bly: We're going to plug it in.

Topolsky: If it were an Android device, Bluetooth?

Bly: Bluetooth.

Topolsky: But Apple won't let you do that?

Bly: Not yet.

Topolsky: So, you're mad... would you say you're mad at Apple about that?

Bly: I would say I'd like to work with them a little more.

Topolsky: Work a little more closely?

Bly: More closely.

Topolsky: Really close?

Bly: Really close.

Topolsky: Really, really close?

Bly: Kind of close...

Topolsky: That sounds pretty good. So I plug in my phone, I charge it on the Power Mat, what's happening up here? How is this different? How is this better?

Bly: Well, let me just show you an example we're doing from Pandora. If you look here, I've already plugged it in. We have customized integration application for Pandora and GM, as you can see it shows up on your smartphone.

Topolsky: Ok ... so ...

Bly: So, you can see we have a customized App here with Pandora and GM.

Topolsky: So ... Pandora's pulling down 3G while you're driving around ...

Bly: 3G with your smartphone ...

Topolsky: You're driving around, you're pulling down Pandora over 3G and its interfacing with the MyLink here and you get, basically, a heads up display of what's happening?

Bly: Heads up display. You can see we've got thumbs up/thumbs down capability. You can sit there and vote on. If you want thumbs up, if you like the music and it continues playing. Thumbs down does just like it would on your Pandora App.

Topolsky: You don't like this?

Bly: You don't like it, or you're not into it, it's going to go off. So, it's going to move over to the next one. So it's an example of ... There you go ...

Topolsky: Ok, so you can control Pandora. Um, ....

Bly: Another example is Stitcher. Uh, we've hooked up with Stitcher. These are the first two apps we're actually launching. In fact, we're going to develop a whole app store. We're going to have app developers out there, helping to develop ....

Topolsky: You're going to do an App store?

Bly: We're going to have it available for Apps to be in a walled-garden environment. One of the things we have to do is make sure it's safe in a car environment. So, we're going to do that. But, the first ...

Topolsky: So, you wouldn't want someone to make an App that is supposed to make you hallucinate or something.

Bly: That, that'd be a bad thing ...

Topolsky: Like, stare at this, stare at this.

Bly: Yeah, and worry about ...

Topolsky: I don't know why they'd would do that....

Bly: ... just drive down the road and ...

Topolsky: Just staring. So, you said you're working with Nuance here. You can do voice control on this stuff?

Bly: Absolutely. The voice recognition capability, we worked with Nuance, the latest technology they have available. The strongest voice engine. It's going to be full voice control. So whether or not it's any of the radio commands, phone commands ... you can say dial Bob, dial whoever ... it's

the ability to have full control. You keep your hands on the wheel and eyes on the road.

Topolsky: And, like, Pandora functions ... thumbs up/thumbs down?

Bly: Thumbs up/thumbs down.

Topolsky: You can stream it in/stream it out?

Bly: Stream it in /stream it out.

Topolsky: That's great. So what else? Any other features you want to show me?

Bly: One of the things we've seen is people like to carry a lot of their music on a thumb drive. We've worked with Gracenotes and actually imbedded their Gracenotes technology inside of this. You plug in your USB thumb drive ...

Topolsky: I'm sorry. I just really want to hear this song. (Turns up volume) Sounds like a good song. Ahh ... you can keep talking. No big deal.

Bly: It actually takes all the metadata off the files and brings it up - the first time you're there - and you're going to have voice recognition capability for picking a song. Up to 10,000 songs.

Topolsky: 10,000? That's nice. I'm sorry. That is some smooth stuff. That is nice. That from your collection?

Bly: No.

Topolsky: So, you interface with Gracenotes. I'm sorry, I'm sorry to totally derail this. Interface with Gracenotes. It pulls the track names, it pulls the artist name ...

Bly: Artist. Album.

Topolsky: All becomes ...

Bly: Part ... embedded up inside the unit. So you have the metafile waiting. So the next time you come in it's already waiting for you.

Topolsky: So you can speak the name ...

Bly: Speak the name of the ...

Topolsky: So you can say Play Sting?

Bly: Yup, ...Play whatever...

Topolsky: Play Sting, Play this Police record ...

Bly: Up to 10,000, its instantaneously finding ...

Topolsky: Put on Dream of Blue Turtles.

Bly: Yeah.

Topolsky: Yeah, well, this sounds awesome, this sounds really cool. When is this available?

Bly: Later this summer. Launching in the Chevrolet Volt. And the Equinox right thereafter.

Topolsky: Now, if I have a Volt, will I be able to get it installed in my existing Volt?

Bly: Yeah, once we launch it, you will be able to, which will be the 2012 model year.

Topolsky: Micky, thanks so much. Very cool. Micky Bly everyone ... (Applause).

# EXHIBIT 4

DEAL 100615 RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_ R.O.S. Number \_\_\_\_\_ Stock Number 120238

Buyer Name and Address (Including County and Zip Code) <b>MICHAEL D BREWER</b> 1804 GARNET AVE 141 SAN DIEGO CA 92109 SAN DIEGO COUNTY	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address) <b>COURTESY CHEVROLET CENTER</b> 750 CAMINO DEL RIO N. SAN DIEGO, CA 92108
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2012	CHEVROLET EQUINOX	9	2GNALPEK8C1175627	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$19750.00 is \$30905.67 (e)
0.00 %	\$ 0.00 (e)	\$ 11155.67	\$ 11155.67 (e)	\$ 30905.67 (e)

(e) means an estimate

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
1 Payments	11155.67	Monthly, Beginning 1/04/12
N/A Payments	N/A	Monthly, Beginning N/A
One Final Payment		

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment: If you pay off all your debt early, you may be charged a minimum finance charge. Security Interest: You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

- Total Cash Price
  - A. Cash Price of Motor Vehicle and Accessories \$ 28331.00 (A)
  - 1. Cash Price Vehicle \$ 28331.00
  - 2. Cash Price Accessories \$ N/A
  - 3. Other (Non-taxable)
    - Describe N/A \$ N/A
    - Describe N/A \$ N/A
  - B. Document Preparation Fee (not a governmental fee) \$ 55.00 (B)
  - C. Smog Fee Paid to Seller \$ N/A (C)
  - D. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (D)
  - E. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (E)
  - F. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (F)
  - G. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (G)
  - H. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (H)
  - I. Sales Tax (on taxable items in A through H) \$ 2199.92 (I)
  - J. Optional DMV Electronic Filing Fee \$ 29.00 (J)
  - K. (Optional) Service Contract (to whom paid) N/A \$ N/A (K)
  - L. (Optional) Service Contract (to whom paid) N/A \$ N/A (L)
  - M. (Optional) Service Contract (to whom paid) N/A \$ N/A (M)
  - N. (Optional) Service Contract (to whom paid) N/A \$ N/A (N)
  - O. (Optional) Service Contract (to whom paid) N/A \$ N/A (O)
  - P. Prior Credit or Lease Balance paid by Seller to N/A \$ N/A (P)
  - (see downpayment and trade-in calculation)
  - Q. (Optional) Gap Contract (to whom paid) N/A \$ N/A (Q)
  - R. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (R)
  - S. Other (to whom paid) N/A \$ N/A (S)

Total Cash Price (A through S) \$ 30614.92 (I)

2. Amounts Paid to Public Officials

**STATEMENT OF INSURANCE**

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

**Vehicle Insurance**

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A

Total Vehicle Insurance Premiums \$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X \_\_\_\_\_  
 Co-Buyer \_\_\_\_\_  
 Seller \_\_\_\_\_

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Application for Optional Credit Insurance**

Credit Life:  Buyer  Co-Buyer  Both  
 Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	\$ N/A
Credit Disability	N/A Mos.	N/A	\$ N/A

Total Credit Insurance Premiums \$ N/A (b)

Insurance Company Name N/A

Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to Total Disabilities Not

Total Cash Price (A through S) \$ 30614.92 (1)  
 2. Amounts Paid to Public Officials  
 A. License Fees ESTIMATED \$ 184.00(A)  
 B. Registration/Transfer/Tiling Fees \$ 98.00(B)  
 C. California Tire Fees \$ 8.75(C)  
 D. Other N/A \$ N/A(D)  
 Total Official Fees (A through D) \$ 290.75 (2)  
 3. Amount Paid to Insurance Companies \$ N/A (3)  
 (Total premiums from Statement of Insurance column a + b) \$ N/A (4)  
 4.  Smog Certification or  Exemption Fee Paid to State \$ 0000.00 (5)

6. Total Downpayment  
 A. Agreed Trade-In Value yr 2010 Make CHEVROLET \$ 19000.00 (A)  
 Model EQUINOX Odom 20398  
 VIN 2CNALDEW7A6405177  
 B. Less Prior Credit or Lease Balance \$ N/A (B)  
 C. Net Trade-In (A less B) (Indicate if a negative number) \$ 19000.00 (C)  
 D. Deferred Downpayment \$ N/A (D)  
 E. Manufacturer's Rebate \$ 750.00 (E)  
 F. Other N/A \$ N/A (F)  
 G. Cash \$ N/A (G)  
 Total Downpayment (C through G) \$ 19750.00 (6)  
 (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)  
 7. Amount Financed (5 less 6) \$ 11155.67 (7)

SEEN A DOCTOR OR CHIROPRACTOR WITHIN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).  
 Do you want to buy the credit insurance?  
 Date X N/A Buyer Signature Age  
 Date X N/A Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, this charge is shown in Item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.  
 Term N/A Mos. N/A Name of Gap Contract  
 I want to buy a gap contract.  
 Buyer Signs X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.  
 1K Company N/A Term N/A Mos. or N/A Miles.  
 1L Company N/A Term N/A Mos. or N/A Miles  
 1M Company N/A Term N/A Mos. or N/A Miles  
 1N Company N/A Term N/A Mos. or N/A Miles  
 1O Company N/A Term N/A Mos. or N/A Miles  
 Buyer X N/A

SELLER ASSISTED LOAN BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.  
 Proceeds of Loan From: N/A  
 Amount \$ N/A Finance Charge \$ N/A  
 Total \$ N/A Payable in N/A installments of \$ N/A from this Loan is shown in Item 6D.

AUTO BROKER FEE DISCLOSURE If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:  
 Name of autobroker receiving fee, if applicable:

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.  
 X N/A  
 Buyer Co-Buyer

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.  
 Buyer Signs X  
 Co-Buyer Signs X N/A

OPTION:  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before \_\_\_\_\_ Year \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.  
 WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.  
 FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.  
 THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.  
 S/S X X N/A

Payoff Agreement: Seller relied on information from you and/or the borrower or lessor of your trade-in vehicle to arrive at the payoff amount shown in Item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the borrower or lessor of the trade-in vehicle, or its designee, if the actual payoff amount is more than the amount shown in 6B, you must pay the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.  
 Buyer Signature X Co-Buyer Signature X

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.  
 After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.  
 Buyer Signature X Co-Buyer Signature X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

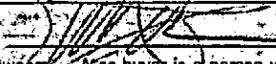
THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

**THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION**

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

**YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.**

Buyer Signature X  Date 11/20/11 Co-Buyer Signature X N/A Date \_\_\_\_\_

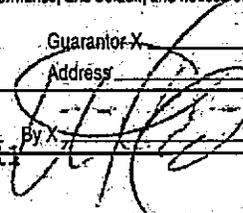
Co-Buyers and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

**GUARANTY:** To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X \_\_\_\_\_ Date 11/20/11 Guarantor X \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_

Seller Signs COURTESY CHEVROLET CENTER Date 11/20/11 By X  Title MGR.

## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENT

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor-Seller may receive part of the Finance Charge.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

### 2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

#### GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional gap contract (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. Security Interest.  
You give us a security interest in:
  - The vehicle and all parts or goods installed on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle.
- d. Insurance you must have on the vehicle.  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of

- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.  
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

### 4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.  
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

### 6. Applicable Law

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. Warranties of Buyer. You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

### CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.  
If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if

insurance must cover our interest in the vehicle. If you do not have this insurance, we may, choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle. What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

### CREDIT RESPONSIBILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days to pay your claim. If you do not pay your claim, we will file a lawsuit between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given. If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also charge you a late fee.
- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property;
  - The vehicle is lost, damaged or destroyed; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs. You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

### Seller's Right to Cancel

- Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

### ARBITRATION CLAUSE PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.arb-forum.com](http://www.arb-forum.com)), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration,

back, we may dispose of them as law allows.

e. **How you can get the vehicle** If we take it, we repossess the vehicle, you may get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

**ARBITRATION CLAUSE  
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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You and we retain any rights to self-help remedies, such as repossession; you and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to \_\_\_\_\_ (Assignee) at (address) \_\_\_\_\_  
 under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse       Assigned without recourse       Assigned with limited recourse

Seller \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_