



BBB AUTO LINE

February 6, 2008

MR MICHAEL

Re: cac6 CHV0758773: vs Chevrolet Motor Division
2G1FP22G922154924

Dear Mr

Enclosed is the arbitrator's *Decision and Reasons for Decision* in your case. You may either accept or reject the decision.

To accept the decision, you must sign the attached *Acceptance or Rejection of Decision* form and return it to the BBB at the following address so that it is received within 30 calendar days from the date at the top of this page:

BBB AUTO LINE
4200 Wilson Blvd., Suite 800
Arlington, VA 22203

You may want to return this form via certified mail. You may also fax the form to us at 703.247.9700.

Failure to accept the decision within this time period will be considered a rejection and the manufacturer will not be bound to its terms. Please note:

- * If you accept the decision, the manufacturer will be bound to its terms and must comply within 30 days unless the period for performance is extended for delays caused by reasons beyond the control of the manufacturer or its representative. Within 10 days after expiration of the compliance period, the BBB will contact you to verify that the manufacturer has performed all actions required by the decision.
- * If you reject the decision, or if you accept the decision and the manufacturer does not promptly perform the terms of the decision, you may pursue other legal rights and remedies available to you under state or federal law. This may include the use of small claims court.
- * The decision and findings may be admissible in evidence in any court action.

You may regain possession, without charge, of any documents that you submitted to BBB AUTO LINE. In addition, you may obtain copies of BBB AUTO LINE's records relating to your dispute, although a reasonable copying charge may be assessed. If you would like, you may request a free copy of our *Operating Procedures*.

We hope your experience with BBB AUTO LINE has been positive. If you have a complaint that we have not been able to resolve, you may register your complaint with the Arbitration Certification Program of the California Department of Consumer Affairs at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834. Their phone number is 916.574.7350. Please note that the Arbitration Certification Program does not hear appeals from arbitration decisions.

If you have any questions about the decision or if I may be of service to you, please feel free to call me at 800.955.5100. Additionally, please call me if you need any assistance returning the form within the time allotted.

Sincerely,

Rosa Tinoco at Extension 211

Council of Better Business Bureaus, Inc.

4200 Wilson Boulevard, Suite 800 · Arlington, VA · 22203-1838 · Phone 800.955.5100 · Fax: 703.247.9700



REPAIR DECISION

Submitted Date: 02/06/08

CHV0758773

VIN: 2G1FP22G922154924

Customer: Mr Michael

Arbitrator: Mona K. Ward

- Hearing Date: 02/01/08

Question 1

Vehicle (Year, Make, Model)

Chevrolet Camaro Z28 2002

The manufacturer shall, within 30 days from the manufacturer's receipt of the customer's acceptance of this Decision, repair the following components/symptoms in the "vehicle", leased owned or leased by the customer.

(List all components/symptoms to be repaired)

1

roof and side panel and paint bubbled and chipped

2

3

4

5

6

7

8

9

Question 3

The manufacturer will contact the customer to make all arrangements for the completion of these repairs, which shall take place at a dealership chosen by the consumer

CASE: CHV0758773

Arbitrator: Mona K. Ward

Customer: Mr Michael

Date: 02/06/08



REASONS FOR DECISION

Submitted Date: 02/06/08

CHV0758773

VIN: 2G1FP22G922154924

Customer: Mr Michael V

Arbitrator: Mona K. Ward

Hearing Date: 02/01/08

Question 1

Vehicle (Year, Make, Model)

Chevrolet Camaro Z28 2002

Question 2

Please list each vehicle problem alleged by the customer. Include both past and present problems.

paint bubbling on roof and side panel

Question 3

For the following reasons, I have determined that a {please list one of the following awards below: repair, denial, repurchase, reimbursement, repurchase/replacement}

repair

a decision is a fair resolution of this dispute:

MICHAEL claim falls within the jurisdiction of the BBB Auto Line program as decided by arbitrator Robert E. Jenks on December 18, 2007..

Michael Wagoner purchased this vehicle used from a private party.

NONCONFORMITY

Civil Code Section 1793.22(e)(1) defines "nonconformity" as what substantially impairs the use, value, or safety of the new motor vehicle to the buyer or lessee.

Consumer, Mr. stated that the value of his vehicle is diminished due to paint bubbling and chips and glue oozing.

Mr. noted that he purchased the vehicle used with 24,000 miles and saw a few paint chips at the time of purchase. The chips in paint, he initially thought were caused by road rocks striking the vehicle. Then with time he noted the chips becoming common, centralized to specific locations, then glue was seeping out of these holes.

With research he saw it was a problem and two internet sites had pictures posted and then it was he realized his problem was similar. Mr. also discovered 2 technical bulletins were issued by GMC that were not made available to consumers.

October to December 2007 Mr. spoke with GM several times, he was expressing his concern that this was a problem covered by warranty and that GM knew of the problem as demonstrated by its technical bulletins in 2003.

The Manufacturer's representative, Mr. McWharter, stated that vehicle was first used 10-30-02 and warranty was out as of 10-30-05. Mr. McWharter stated that there was no regular maintenance at the dealership of this vehicle, there was no drivability problems as a result of the paint bubbling. Mr. McWharter stated Technical bulletins are time limited with a specific purpose to assist technicians to assist in diagnosis. Mr. McWharter noted that the internet site used is not factual.

This vehicle was not taken on a test drive. Visual inspection showed bubbling at the seams of the top and side of this vehicle. The vehicle was in excellent condition with the exception of the bubbling pattern.

MATERIAL DEFECT

Civil Code Section 1793.22(e)(1) states, the nonconformity must adversely

affect the "use, value, or safety of the vehicle."

CONCLUSION

Consumer's request for a repair of the roof and paint caused by the defective paint is granted. Consumer's request is covered under the 6year/100,000 mile warranty.

GMC knew of this problem as shown by the technical bulletins of 2003. GMC does not tell consumers that they will withhold information and consumers must go to dealerships to have any and all repairs and maintenance done at dealerships.

Question 4

If awarding a repurchase or replacement:

If you have determined that the manufacturer is entitled to a deduction for reasonable use, please indicate the number of vehicle miles prior to the first repair attempt of the problem that gave rise to the nonconformity.

- b Please describe all collateral and incidental damages paid, incurred or to be incurred by the customer. Please explain why if any of these collateral/incidental damages are not awarded.**

**CASE: CHV0758773
Arbitrator: Mona K. Ward**

**Customer: Mr Michael V
Date: 02/06/08**