

APPENDIX

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APPENDIX A: DISCLOSURE
IN THE UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

Corporate Disclosure Statement
and
Statement of Financial Interest

No. 24-1690

Dr. Jeffrey Chijioke-Uche

v.

Equifax Information Services, LLC, et al.

Pursuant to Rule 26.1 and Third Circuit LAR 26.1, Appellee, AmeriCredit Financial Services Inc. d/b/a GM Financial ("GMF"), makes the following disclosure:

1. For non-governmental corporate parties, please list all parent corporations:

GMF is the wholly-owned subsidiary of General Motors Financial Company, Inc.; General Motors Financial Company, Inc. is a direct subsidiary of General Motors Holdings, LLC, which owns all of the common stock of General Motors Financial Company, Inc.; and General Motors Holdings, LLC is a wholly-owned subsidiary of General Motors Company.

2. For non-governmental corporate parties, please list all publicly held companies that hold 10% or more of the party's stock:

GMF is the wholly-owned subsidiary of General Motors Financial Company, Inc.; General Motors Financial Company, Inc. is a direct subsidiary of General Motors Holdings, LLC, which owns all of the common stock of General Motors Financial Company, Inc.; and General Motors Holdings, LLC is a wholly-owned subsidiary of General Motors Company.

3. If there is a publicly held corporation which is not a party to the proceeding before this Court, but which has as a financial interest in the outcome of the proceeding, please identify all such parties and specify the nature of the financial interest or interests:

GMF is the wholly-owned subsidiary of General Motors Financial Company, Inc.; General Motors Financial Company, Inc. is a direct subsidiary of General Motors Holdings, LLC, which owns all of the common stock of General Motors Financial Company, Inc.; and General Motors Holdings, LLC is a wholly-owned subsidiary of General Motors Company.

4. In all bankruptcy appeals, counsel for the debtor or trustee of the bankruptcy estate must list: 1) the debtor, if not identified in the case caption; 2) the members of the creditors' committee or the top 20 unsecured creditors; and, 3) any entity not named in the caption which is active participant in the bankruptcy proceeding. If the debtor or trustee is not participating in the appeal, this information must be provided by appellant.

Not applicable.

/s/ Christopher A. Reese

Date: May 13, 2024,
Christopher A. Reese
Stradley Ronon Stevens & Young, LLP
457 Haddonfield Road, Suite 100
Cherry Hill, NJ 08002
Telephone: (856) 321-2408
Facsimile: (856) 321-2415
Email: creese@stradley.com

*Attorneys for Appellee,
AmeriCredit Financial Services, Inc. d/b/a GM
Financial*

APPENDIX B: ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

JEFFREY SOLOMON K. CHIJOKE-UCHE
Plaintiff,

*Civil Action
No. 20-216*

v.

GENERAL MOTORS,
Defendant.

O R D E R

AND NOW, this 20th day of April, 2023, after a hearing on the record, it is hereby **ORDERED** that:

1. The case shall be bifurcated into a liability phase and a damages phase.

2. Because Plaintiff is proceeding pro se and will not have counsel available to question him while on the stand, Plaintiff **shall** submit a **NARRATIVE STATEMENT** of his case as to Defendant's liability, which will serve as the basis for his direct testimony at trial. Plaintiff **shall** file such narrative statement by **May 22, 2023**.

3. The parties shall exchange clean copies of all exhibits that they seek to introduce at trial, not including any affidavits, by **May 22, 2023**.

4. The parties shall provide a proffer of the expected testimony of their witnesses as to liability by **May 22, 2023**. The parties shall also file a list of exhibits that it seeks to introduce, describing each exhibit in brief and stating which witness(es) will testify as to which exhibits by **May 22, 2023**.

5. The parties shall file evidentiary objections to the admissibility of the exhibits and any motions to strike proffered testimony by **June 21, 2023**. Any responses to objections or motions to strike shall be filed by **July 6, 2023**.

5a

6. A status conference and hearing on any such objections or motions shall be held on **July 24, 2023**, at **10:00 am** in Courtroom 15A, United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania

AND IT IS SO ORDERED.

Eduardo C. Robreno

EDUARDO C. ROBRENO, J.

JURY TRIAL DOCUMENTS FILED
BY ALL PARTIES

APPENDIX C: ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

JEFFREY SOLOMON K. CHIJOKE-UCHE,
Plaintiff,; *Civil Action*
No. 20-216

v

GENERAL MOTORS, et al.:
Defendants.

O R D E R

AND NOW, this 31st day of August, 2022, upon consent of the parties, it is hereby **ORDERED** that pretrial memoranda pursuant to Local Rule of Civil Procedure 16.1(c); proposed voir dire questions, jury instructions,¹ special interrogatories, and verdict forms for a jury trial (or proposed findings of fact and conclusions of law for a non-jury trial); and any motions in limine shall be filed by **November 7, 2022**. Responses to any motions in limine shall be filed by **November 21, 2022**.

It is **FURTHER ORDERED** that a final pretrial conference and hearing on any motions in limine will be held in person on **January 9, 2023 at 10:00 a.m.** before the Honorable Eduardo C. Robreno in courtroom 15A, United States Courthouse, 601 Market St., Philadelphia,

7a

Pennsylvania.
AND IT IS SO ORDERED.

Eduardo C. Robreno
EDUARDO C. ROBRENO, J.

¹ Each proposed jury instruction should be numbered, should appear on a separate page, and should include citations to the authorities supporting the proposed instruction.

APPENDIX D: ORDER

**OFFICE OF THE CLERK
UNITED STATES COURT OF APPEALS
TELEPHONE 215-597-2997
FOR THE THIRD CIRCUIT
21400 UNITED STATES COURTHOUSE**



**601 MARKET STREET
PHILADELPHIA, PA 19106-1790
Website: www.ca3.uscourts.gov
PATRICIA DODSZUWEIT, CLERK**

April 15, 2024

Jeffrey Solomon Chijioke-Uche
3400 Red Lion Road
Philadelphia, PA 19114

Joseph M. DeMarco
March Hurwitz & DeMarco
1100 N Providence Road Suite 106
P.O. Box 108
Media, PA 19063

Mark W. Skanes Rose Waldorf
501 New Karner Road Albany, NY 12205

RE: Jeffrey Chijioke-Uche v. Chapman Chevrolet
LLC, et al
Case Number: 24-1691,
District Court Case Number: **2-20-cv-00216**

ENTRY OF JUDGMENT

Today, **August 15, 2024**, the Court issued a case *dispositive order* in the above-captioned matter which serves as this Court's judgment. Fed. R. App. P. 36. If you wish to seek review of the Court's decision, you may file a petition for rehearing. The procedures for filing a petition for rehearing are set forth in Fed. R. App. P. 35 and 40, 3rd Cir. LAR 35 and 40, and summarized below.

Time for Filing:

- 14 days after entry of judgment.
- 45 days after entry of judgment in a civil case if the United States is a party.

Form Limits:

- 3900 words if produced by a computer, with a certificate of compliance pursuant to Fed. R. App. P. 32(g).
- 15 pages if hand or type written.

Attachments:

- A copy of the panel's opinion and judgment only.
- Certificate of service.
- Certificate of compliance if petition is produced by a computer.
- No other attachments are permitted without first obtaining leave from the Court.

Unless the petition specifies that the petition seeks only panel rehearing, the petition will be construed as requesting both panel and en banc rehearing. Pursuant to *Fed. R. App. P. 35(b)(3)*, if separate petitions for panel rehearing and rehearing en banc are submitted, they will be treated as a single document and will be subject to the form limits as set forth in *Fed. R. App. P. 35(b)(2)*. If only panel rehearing is sought, the Court's rules do not provide for the subsequent filing of a petition for rehearing en banc in the event that the petition seeking only panel rehearing is denied.

Please consult the Rules of the Supreme Court of the United States regarding the timing and requirements for filing a petition for *writ of certiorari*.

Very truly yours,
Patricia S. Dodszuweit, Clerk
By: s/Laurie
Case Manager
267-299-4936
cc: Mr. George V. Wylesol

CLD-164
UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

C.A. No. 24-1691
Civ. No. 2-20-cv-00216)
JEFFREY SOLOMON CHIJOKE-UCHE,
Appellant

v.

GENERAL MOTORS, GM (E.D. Pa.),
Appellee

Present: KRAUSE, FREEMAN, and SCIRICA,
Circuit Judges

Submitted:

- I. By the Clerk for possible dismissal due to a jurisdictional defect; and
- II. Appellant's *response* to the Clerk's letter advising of possible dismissal due to a jurisdictional defect in the above-captioned case.

Respectfully, Clerk

ORDER

Appellant appeals from the District Court's order entered November 22, 2023, which made certain evidentiary rulings in *preparation for trial*. But that order is not properly before us. We do not have jurisdiction to review that order under 28 U.S.C. § 1291, for it is not a "*final*" *decision*, either under general finality principles, see *Quackenbush v. Allstate Ins. Co.*, 517 U.S. 706, 712 (1996), or the collateral-order doctrine, see *In re Grand Jury*, 705 F.3d 133, 144-45 (3d Cir. 2012). Nor do we have jurisdiction to review it under 28 U.S.C. § 1292, for it does not fall within the class of orders reviewable under § 1292(a), and the District Court has not certified it for interlocutory review pursuant to § 1292(b). See *Chao v. Roy's Constr., Inc.*, 517 F.3d 180, 188 (3d Cir. 2008). Accordingly, we hereby

dismiss this appeal for lack of jurisdiction. Nothing in this order prevents Appellant from filing a new notice of appeal once the District Court enters a final order in his case. At this time, we take no position on the merits of such an appeal.

By the Court,
s/Anthony J. Scirica
Circuit Judge

Dated: August 15, 2024

Lmr/cc: Jeffrey Solomon Chijioke-Uche
All Counsel of Record.



A True Copy:

Patricia S. Dodszeuweit

Patricia S. Dodszeuweit, Clerk, Certified Order Issued in Lieu of Mandate

OFFICE OF THE CLERK
UNITED STATES COURT OF APPEALS
TELEPHONE 215-597-2997
FOR THE THIRD CIRCUIT
21400 UNITED STATES COURTHOUSE



601 MARKET STREET
PHILADELPHIA, PA 19106-1790
Website: www.ca3.uscourts.gov
PATRICIA DODSZUWEIT, CLERK

April 15, 2024

Jeffrey Solomon Chijioke-Uche
3400 Red Lion Road,
Philadelphia, PA 19114

Christopher A. Reese
Stradley Ronon Stevens & Young
457 Haddonfield Road LibertyView, Suite 100
Cherry Hill, NJ 08002
Jakob F. Williams
Royer Cooper Cohen Braunfeld
100 N 18th Street Two Logan Square, Suite 710
Philadelphia, PA 19103

RE: *Jeffrey Chijioke-Uche v. Equifax Information
Services LLC, et al*
Case Number: 24-1690
District Court Case Number: **2-19-cv-04006**

ENTRY OF JUDGMENT

Today, **August 15, 2024**, the Court issued a case *dispositive order* in the above-captioned matter which serves as this Court's judgment. Fed. R. App. P. 36. If you wish to seek review of the Court's decision, you may file a petition for rehearing. The procedures for filing a petition for rehearing are set forth in Fed. R. App. P. 35 and 40, 3rd Cir. LAR 35 and 40, and summarized below.

Time for Filing:

- o 14 days after entry of judgment.
- o 45 days after entry of judgment in a civil case if

the United States is a party.

Form Limits:

- 3900 words if produced by a computer, with a certificate of compliance pursuant to Fed. R. App. P. 32(g).
- 15 pages if hand or type written.

Attachments:

- A copy of the panel's opinion and judgment only.
- Certificate of service.
- Certificate of compliance if petition is produced by a computer.
- No other attachments are permitted without first obtaining leave from the Court.

Unless the petition specifies that the petition seeks only panel rehearing, the petition will be construed as requesting both panel and en banc rehearing. Pursuant to *Fed. R. App. P. 35(b)(3)*, if separate petitions for panel rehearing and rehearing en banc are submitted, they will be treated as a single document and will be subject to the form limits as set forth in *Fed. R. App. P. 35(b)(2)*. If only panel rehearing is sought, the Court's rules do not provide for the subsequent filing of a petition for rehearing en banc in the event that the petition seeking only panel rehearing is denied.

Please consult the Rules of the Supreme Court of the United States regarding the timing and requirements for filing a petition for *writ of certiorari*.

Very truly yours,

Patricia S. Dodszuweit, Clerk

By: s/Laurie
Case Manager
267-299-4936

cc: Mr. George V. Wylesol

CLD-163

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

C.A. No. 24-1690,
Civ. No. 2-19-cv-04006)

JEFFREY SOLOMON CHIJOKE-UCHE,
Appellant

v.

GENERAL MOTORS, GM (E.D. Pa.),
Appellee

Present: KRAUSE, FREEMAN, and SCIRICA,
Circuit Judges

Submitted:

- I. By the Clerk for possible dismissal due to a jurisdictional defect; and
- II. Appellant's *response* to the Clerk's letter advising of possible dismissal due to a jurisdictional defect in the above-captioned case.

Respectfully,
Clerk

ORDER

Appellant appeals from the District Court's order

entered November 22, 2023, which made certain evidentiary rulings in *preparation for trial*. But that order is not properly before us. We do not have jurisdiction to review that order under 28 U.S.C. § 1291, for it is not a “*final*” decision, either under general finality principles, see *Quackenbush v. Allstate Ins. Co.*, 517 U.S. 706, 712 (1996), or the collateral-order doctrine, see *In re Grand Jury*, 705 F.3d 133, 144-45 (3d Cir. 2012). Nor do we have jurisdiction to review it under 28 U.S.C. § 1292, for it does not fall within the class of orders reviewable under § 1292(a), and the District Court has not certified it for interlocutory review pursuant to § 1292(b). See *Chao v. Roy’s Constr., Inc.*, 517 F.3d 180, 188 (3d Cir. 2008). Accordingly, we hereby dismiss this appeal for lack of jurisdiction. Nothing in this order prevents Appellant from filing a new notice of appeal once the District Court enters a final order in his case. At this time, we take no position on the merits of such an appeal.

By the Court,
s/Anthony J. Scirica
Circuit Judge

Dated: August 15, 2024

Lmr/cc: Jeffrey Solomon Chijioke-Uche
All Counsel of Record.



A True Copy:
Patricia S. Dodszeweit

Patricia S. Dodszeweit, Clerk, Certified Order Issued in Lieu of Mandate

APPENDIX E: ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PA

JEFFREY SOLOMON K. CHIJOKE-UCHE,
Plaintiff, *Civil Action: No. 20-216*

v. :

GENERAL MOTORS, et al., :
Defendants. :

O R D E R

AND NOW, this 8th day of August, 2022, it is hereby **ORDERED** that pretrial memoranda pursuant to Local Rule of Civil Procedure 16.1(c); proposed voir dire questions, jury instructions,¹ special interrogatories, and verdict forms for a jury trial (or proposed findings of fact and conclusions of law for a non-jury trial); and any motions in limine shall be filed by **September 8, 2022**. Responses to any motions in limine shall be filed by **September 21, 2022**.

It is **FURTHER ORDERED** that a final pretrial conference and hearing on any motions in limine will be held in person on **October 11, 2022, at 2:00 p.m.** before the Honorable Eduardo C. Robreno in courtroom 15A, United States Courthouse, 601 Market St., Philadelphia, Pennsylvania.

AND IT IS SO ORDERED

/s/ Eduardo C. Robreno
EDUARDO C. ROBRENO, J.

¹ Each proposed jury instruction should be numbered, should appear on a separate page, and should include citations to the authorities supporting the proposed instruction.

APPENDIX F: ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

CHIJIIOKE-UCHE : CIVIL ACTION
Appellant NO.: 19-cv-4006

v. :

EQUIFAX INFORMATION SERVICES, LLC et al
Appellee,

CHIJIIOKE-UCHE : CIVIL ACTION
Appellant, NO.: 20-cv-0216

v. :

GENERAL MOTORS et al.
Appellee,

ORDER

AND NOW, this 10th day of JULY 2023, in accordance with the court's procedure for random reassignment of cases, it is hereby,

ORDERED that the above captioned is *reassigned* from the calendar of the *Honorable Eduardo C. Robreno* to the calendar of the *Honorable Gerald J. Pappert* for further proceedings.

FOR THE COURT:
JUAN R. SÁNCHEZ
Chief Judge

ATTEST:
/s/George Wylesol
GEORGE WYLESOL
Clerk of Court

APPENDIX G: ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

JEFFREY SOLOMON K. CHIJOKE- UCHE,
Plaintiff,

v.

AMERICREDIT FINANCIAL SERVICES, INC.,
d/b/a GM FINANCIAL,

Defendant.

CIVIL ACTION
NO. 19-4006

JEFFREY SOLOMON K. CHIJOKE- UCHE, .

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

CIVIL ACTION
NO. 20-216

ORDER

AND NOW, this *21st day of November 2023*, upon reviewing Plaintiff's proposed *narrative testimony* (19-4006: ECF 173; 20-216: ECF 97) and Defendants' objections thereto (19-4006: ECF 176; 20-216: ECF 99), as well as copies of Plaintiff's proposed *trial exhibits*, *see* (19-4006: ECF 172, 192; 20-216: ECF 95, 112), and Defendants' renewed Motions to Strike (19-4006: ECF 194; 20-216: ECF 114), it is **ORDERED** that:

1. *In Case No. 19-4006*:

a. ECF 176 is **GRANTED in part and DENIED in part**. Plaintiff's revised *NARRATIVE TESTIMONY* is attached as Exhibit A. A **redline version** showing the Court's **changes** in response to Defendant's objections is attached as Exhibit B.

i. Reference to dismissed claims, claims pending in other matters, damages and unnecessary background information were stricken on relevance grounds;

ii. Out of court statements being offered for the truth of the matter asserted were stricken on hearsay grounds; and

iii. Reference to corporate ownership and other improper conclusions were stricken for lack of foundation.

b. ECF 194 is **GRANTED in part and DENIED in part** as follows:

i. Exhibits 17–22, 27, 37, 44, 45 and 47 are **STRICKEN** as irrelevant,¹

ii. Exhibits 23–25 are **STRICKEN** in light of the Court’s August 19, 2021 Order (ECF 121 ¶ 6); and

iii. Exhibit 38 is **STRICKEN** as hearsay. Exhibit 14 is **STRICKEN** in part as hearsay; the “GM Financial Live Chat” transcript is not hearsay. Exhibits 28-31, 39, 41 and 43 are provisionally **STRICKEN** as hearsay.

iv. *Securities and Exchange Commission* documents are provisionally **STRICKEN** from all exhibits. Exhibit 33 is **STRICKEN**. Plaintiff may resubmit, in a separate exhibit or set of exhibits, complete SEC forms and documents without any alterations, on cover pages or elsewhere.

v. Exhibits 26 and 40 are provisionally **STRICKEN**. Plaintiff may resubmit these documents in unaltered form.

vi. Defendant’s objections to all other exhibits are **DENIED without prejudice**.

2. *In Case No. 20-216:*

a. ECF 99 is **GRANTED in part and DENIED in part**. Plaintiff’s revised **NARRATIVE TESTIMONY** is attached as Exhibit C. A *redline* version showing the Court’s **changes** in response to Defendant’s objections is attached as Exhibit D.

i. Reference to dismissed claims, claims pending in

other matters, and unnecessary background information were stricken on relevance grounds;

ii. Out of court statements being offered for the truth of the matter asserted were stricken on hearsay grounds; and

iii. Reference to corporate ownership and other improper conclusions were stricken for lack of foundation.

iv. Exhibits 18–22, 26–33, 39, 47 and 48 are **STRICKEN** as irrelevant.³

v. Defendant's objections to all other exhibits are **DENIED without prejudice.**

b. ECF 114 is **DENIED without prejudice.** The Court realizes General Motors, in lieu of a renewed motion to strike specific exhibits, filed a broader motion seeking to preclude Plaintiff from offering any exhibits at trial, given Plaintiff's repeated failures to follow the Court's orders and provide counsel (and the Court) with copies of his proposed exhibits, in either paper or electronic form (See ECF Nos. 108-11.) While ECF 114 has merit,, the Court declines at this time to order a blanket preclusion, though of course Plaintiff, should he attempt at trial to introduce into evidence any exhibit neither counsel nor the Court has previously seen, will need to show cause to do so.

Should circumstances materially change before or during trial, in either the 19-4006 or 20-216 cases, the Court

may, in its discretion, revisit these rulings.

BY THE COURT:

/s/ Gerald J. Pappert
GERALD J. PAPPERT, J.

¹ Exhibit 37 also contains inadmissible hearsay. Exhibits 17–22 and 27 go to damages and are irrelevant in light of the Court’s bifurcation order. (19-4006, ECF 134 ¶ 4.) Plaintiff will be permitted to offer these exhibits at the damages stage of trial, if necessary.

² To have these exhibits admitted as records of a regularly conducted activity, Plaintiff must show by the testimony of the records’ custodian or another qualified witness, or by a certification that complies with Rule 902(11) or (12) or with a statute permitting certification, that the record was made at or near the time of the described event by—or from information transmitted by— someone with knowledge, that the record was kept in the course of a regularly conducted activity and that making the record was a regular practice of the activity. Plaintiff must specifically provide this information to the Court rather than merely referring to its existence.

APPENDIX H: JURY DOCUMENT

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA**

CHIJOKE-UCHE, *Plaintiff*,

v.

GENERAL MOTORS

FINANCIAL, GMF, *Defendant*,

Civil Action

No. 19-cv-04006

AND

**CONTENT ORDERED
BY JUDGE ROBRENO**

**ORIGINAL
NARRATIVE
STATEMENT**

CHIJOKE-UCHE, *Plaintiff*,

v.

GENERAL MOTORS, GM,

Defendant

Civil Action

No. 20-cv-00216

PLATIFF'S NARRATIVE STATEMENT

*Start of Plaintiff's Narrative Statement:
A Jury Trial Direct Testimony*

My name is *Dr. Jeffrey Chijioke-Uche*, I am *Pro Se* in this case and in this narrative statement "*readout*" I will refer to myself as the "***Plaintiff***." The purpose of this narrative statement is to present to the Jury and the Court that GMF is liable for Plaintiff's damages in this case, in its entirety. I implore you to please listen carefully as I take you to the history lane of this case:

THE CASE BACKGROUND

1. **Plaintiff purchased the Vehicle** (“Buick Encore, 2014”) on May 27, 2017, from Chapman Chevrolet (Chapman Auto Group) for personal, family or household purposes. (“*See Exhibit 40*”).
2. **Chapman Autogroup Owns Chapman Chevrolet & Chapman Ford** (*See Exhibit Chp30*)
3. **Chapman Auto Group Is the Owner** of Chapman Chevrolet & Chapman Ford.
4. **Chapman Auto Group sells** General Motors’s vehicles as Chapman Chevrolet & the vehicle they sell includes *Buick Encore, Chevy Cruze, and others*.
5. **Chapman Auto Group** is General Motors LLC’s official business partner for car selling.
6. **Plaintiff traded-in his Chevy Cruze 2011** he previously purchased as a *brand-new car* from Chapman Chevrolet to purchase the Buick Encore 2014 from Chapman Chevrolet (“*See Exhibit 40*”). The purchase agreement is known as: Retail Installment Sales Contract (“*See Exhibit 40*”).
7. **Motors Financial-GMF was the RISC assignee** (“*See Exhibit 40*”).
8. **Chapman Autogroup is General Motors LLC dealership.** (“*See Exhibit 40*”).
9. **Plaintiff received automated OnStar pre-automatic-diagnostics defect notice** sent to Plaintiff by OnStar system artificial intelligence on August 24, 2018 (“*See Exhibit 34*”).
10. **Plaintiff took his vehicle to Chapman Auto Group service center on August 30, 2018.**

11. Chapman Autogroup on August 30, 2018, officially diagnosed the Vehicle of a defective Turbocharger when Plaintiff brought in the Vehicle with check-engine light, sluggish acceleration, and reduced engine power (*"See Exhibit 35"*).

12. The Chapman Autogroup's service worker: *Mr. Robert Jackson* (*"See Exhibit 35"*) told Plaintiff on August 30, 2018 right after the *diagnosis* of the defective *turbocharger* that the Vehicle was safe to drive until *General Motors LLC* will send to them the replacement turbocharger usually within 12 - 15-days from August 30, 2018 & that the *Turbocharger* was under *Powertrain Limited Warranty* (*"See Exhibit 35"*); he also *advised* Plaintiff to request from *General Motors LLC* a replacement *Turbocharger* immediately & Plaintiff did on August 30, 2018. The *Turbocharger* is covered by *Powertrain Limited Warranty* (*"manufacturer's express warranty"*) and the Vehicle was also covered under the *Powertrain Limited Warranty* (*"manufacturer's express warranty"*) as confirmed by *General Motors LLC's* customer service agent (*"See Exhibit 42"*) & (*"See Exhibit 36"*).

13. Plaintiff contacted General Motors LLC on August 30, 2018, for the first time to request for the Turbocharger which was covered by the manufacturer's warranty (*"Powertrain Limited Warranty"*) and Plaintiff continued to contact *General Motors LLC* even after the accident for a period of 10-months but the *Turbocharger* was not sent nor replaced (*"See Exhibits: 1-12"*), thus, the 10-months exceeded the 12 - 15 days estimated by *Chapman Chevrolet LLC's* service technician.

14. General Motors LLC verified that the Vehicle was covered by Powertrain Limited Warranty after reviewing to see if the Vehicle is covered by the manufacturer's warranty (*"Powertrain Limited Warranty"*).

PLAINTIFF's INCIDENT HISTORY
(10-MONTHS – MONTH-BY-MONTH)

1. THE AUGUST 2018 INCIDENTS:

A. On August 24, 2018, after visiting the Chapman's service shop previously & several times for engine problems, Plaintiff on this day received an automated alert from *OnStar diagnostics* intelligence that his vehicle's turbocharger had an issue (*"See EXHIBIT 34"*). This automated electronic alert advised the Plaintiff to schedule a service with a Dealership so that the issue with the turbocharger would be fixed. The turbocharger is part of the vehicle's powertrain engine and transmission system.

B. On August 30, 2018, Plaintiff experienced that his vehicle had a severe *sluggish acceleration* problem. Plaintiff took his car to General Motors dealership, Chapman (*Chevrolet, Essington Ave. service shop, Philadelphia, PA*) for diagnosis – which was where he bought the car and does all the services. The dealership service shop diagnosed the car to have *check-engine light on, reduced engine power, and sluggish acceleration* because of defective powertrain turbocharger (*"See EXHIBIT 35"*).

C. The dealership service shop indicated that the

defective powertrain turbocharger was under active manufacturer's Powertrain Limited Warranty, provided by General Motors LLC.

D. On August 30, 2018, Plaintiff was advised by Chapman (*Essington Ave. service shop Philadelphia, PA*) to contact General Motors LLC so that they will send a *powertrain turbocharger* replacement to Plaintiff's any nearest Chapman dealership. ("See *EXHIBIT 35*").

E. On August 30, 2018, Plaintiff was told by Chapman (*Essington Ave. service shop Philadelphia, PA*) to go home with his vehicle and that he could drive it until it will be fixed but to be *aware* that *once* General Motors LLC sends the *powertrain turbocharger*, that Plaintiff would need to return his car to the dealership to leave it there for several days without driving it for service to complete. He was told by the service shop that it could take General Motors LLC up to 5 business days to send the *powertrain turbocharger* for replacement. So, the service shop certified that Plaintiff could drive his vehicle in the meantime – as of August 30, 2018. ("See *EXHIBIT 35*").

F. On August 30, 2018, Plaintiff contacted General Motors LLC to request for the *powertrain turbocharger* replacement and followed up to know when it will be supplied. ("See *Affidavit E1, Affidavit E2, Affidavit E3, Affidavit E4, Affidavit E5, Affidavit E6, Affidavit E7, Affidavit E8, Affidavit E9, & Affidavit E10*").

2. THE SEPTEMBER 2018 INCIDENTS:

A. General Motors LLC on September 1, 2018, told

Plaintiff that they will send the powertrain turbocharger to the dealership nearest in few days within September of 2018. General Motors LLC acknowledged that the powertrain turbocharger was on Plaintiff's active and valid *Powertrain Limited Warranty*. ("See *Exhibit 42*").

b. By **September 13, 2018**, General Motors LLC never sent the *powertrain turbocharger* as promised within this period. General Motors LLC provided to Plaintiff at the time the Plaintiff purchased the vehicle on *May 27, 2017*, from *Chapman (Chevrolet, Essington Ave. service shop, Philadelphia, PA)*. The *Powertrain Limited Warranty* was valid at the time and due to expire on *1/28/2020* or at *70,009 miles*, and the Plaintiff's vehicle was under *60,000 miles*. ("See *EXHIBIT 42*").

c. On **September 20, 2018**, Plaintiff continued to request the *powertrain turbocharger* from *General Motors LLC*, but they communicated to Plaintiff in writing where they stated that they do not know the estimated time of arrival of when they will send the *powertrain turbocharger* because it is on national backorder ("See *Exhibits 1-12*"). It was a typical hopeless situation as by the end of September, but General Motors continued to promise that they would send a replacement of the defective powertrain turbocharger. It was the same promise since August 30, 2018. By September 30, 2018, it became 30 days since the Plaintiff opened the request.

3. THE OCTOBER 2018 INCIDENTS:

A. By **October 1, 2018**, General Motors LLC still did not send the replacement *powertrain turbocharger* for Plaintiff's car as they continued to state that it was on

national backorder (“*See Exhibits 1-12*”). This is no fault of the Plaintiff.

B. On October 7, 2018, while Plaintiff was driving his car to the *Philadelphia international Airport* because he had a Flight to board, as he was heading to Florida for Professional IT Conference where Plaintiff was scheduled to present IT papers; on the highway, dashboard power of the car turned off and caused the Plaintiff to lose control of the car. Police officer added that this to the police report. The vehicle got into an accident which almost killed the Plaintiff.

C. At the accident scene on October 7, 2018, Plaintiff called *General Motors LLC* on the phone (“placed call on external Speaker so that everyone can hear in including the State Trooper at the accident scene”), Plaintiff let General Motors LLC know that his vehicle got into an accident.. *General Motors* on that phone conversation on *October 7, 2018*, **told** Plaintiff for the *first time NOT* to drive the car anymore until the car’s *powertrain turbocharger* is fixed; and Plaintiff never drove the vehicle again, henceforth.

D. The State Trooper that arrived at the accident scene on **October 7, 2018**, towed Plaintiff’s car to the *City of Philadelphia Parking Authority (PPA)* facility and told Plaintiff to go there to retrieve his car upon return from his Florida trip. The State Trooper also gave the Plaintiff a “lift” by driving him to the train station (“30TH Street Train Station”) so that Plaintiff can take a train to Philadelphia International Airport where he will board a flight to Florida for his International Technology Conference. Plaintiff traveled to Florida after the accident via Delta Airlines Flight on October 7, 2018 (“*See EXHIBIT*”).

45”).

E. On October 19, 2018, Plaintiff upon returning from his Florida trip, went to the *City of Philadelphia Parking Authority (PPA)* facility, paid the car storage fees (“*See Exhibit 17*”), then towed the car to his house, while he restarted the request of the turbocharger from General Motors LLC.

F. On October 19, 2018, while the vehicle was parked at Plaintiff’s residence, Plaintiff continued to make monthly payments to General Motors Financial - GMF even when Plaintiff was not driving the vehicle due to the powertrain turbocharger & the accident. Plaintiff’s monthly payment was \$xxx.xx(Redacted). Plaintiff has a clean payment record with General Motors Financial - GMF and had never missed a payment. For payment records: (“*See EXHIBIT 16*”):

○ *On May 27, 2017 when Plaintiff bought his General Motors vehicle (Buick Encore 2014) from Chapman (Chevrolet, Essington Ave. service shop, Philadelphia, PA) which is a GM dealership, they offered Plaintiff a Finance enrollment for the car to be General Motors Financial - GMF, a Business headquartered in Fort Worth, Texas), (“See EXHIBIT 40”).*

G. Still on October 19, 2018, Plaintiff also continued to ask General Motors LLC to send the powertrain turbocharger, which was under *Powertrain Limited Warranty*, but all the efforts proved abortive as General Motor maintained that they do not know the estimated time of arrival (ETA) of when the powertrain turbocharger would be available as it is on national backorder. They did not send it.

- As of October 7, 2018, General Motors did not send the powertrain turbocharger the Plaintiff has been requesting since August of 2018.
- Since the accident of October 7, 2018, the Plaintiff commenced the renting of car out-of- pocket (*See Exhibit I*).

4. THE NOVEMBER 2018 INCIDENTS:

A. Throughout the month of **November 2018**, Plaintiff continued to ask General Motors LLC for the *powertrain turbocharger*, General Motors LLC did NOT in fact provide any positive response as to when they will supply the *powertrain turbocharger* (“*See Affidavit E4*”).

B. When Plaintiff spoke to General Motors Financial - GMF/sales department (*General Motors Financial – GMF sales*) after making his *November 2018* monthly payment as set aside by the “*Retail Installment Sales Contract*” (RISC), they told Plaintiff that they are aware that *General Motors LLC* was working on sending the *powertrain turbocharger* when it is ready, but it was not obvious when they will send it. GM Financial also confirmed that they received his November payment of \$xxx.xx(Redacted).

C. This triggered anguish on the Plaintiff. He is not supposed to suffer like this because he purchased a vehicle from General Motors LLC & General Motors Financial – GMF. He was a good customer, making his payment on time and wanted to have his car back – up & running. He never missed a payment. General Motors LLC & General Motors Financial – GMF subjected Plaintiff to anguish & torture by damaging his credit file.

5. THE DECEMBER 2018 INCIDENTS:

A. On **December 06, 2018**, Plaintiff was told by *General Motors LLC* to take his car to the nearest *Dealership* so that they will send the *powertrain turbocharger* to that dealership location for repairs (“See **EXHIBIT 12**”). Plaintiff approached *Chapman (Chevrolet, Essington Ave. service shop, Philadelphia, PA)* visiting the facility but the service desk told Plaintiff that their location offers only “ENGINE” services; since Plaintiff’s vehicle now require “engine & body” services, they advised Plaintiff to take the car to *Chapman’s next* location(office) which is: *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, they indicated that over there they offer both “Engine & Body” services.

B. On **December 27, 2018**, Plaintiff towed his car to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*. Plaintiff’s car remained at this *Chapman’s location* waiting on *General Motors LLC* to send the *powertrain turbocharger* for replacement as required by the *Powertrain Limited Warranty* of the vehicle as well as fix the dented body damage from the accident of October 7, 2018. (See **EXHIBIT 37**).

C. On **December 27, 2018**, Plaintiff discussed with *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)* about the work involved in the services and mode of payment. The Plaintiff towed the vehicle to the service shop and the *Chapman service shop* did an intake of the vehicle for work:

- *First work(engine):* Powertrain Turbocharger replacement (Requested on August 30, 2018).
- *Second work(body):* Passenger Side body dent

repair (October 7, 2018, accident).

D. Scheduled Services Mode:

“General Motors” was supposed to pay for the powertrain turbocharger replacement (*See Exhibit 12*).

- “Plaintiff” *agreed* to pay for the body little dent work.

- a. The Plaintiff’s insurance company *never* made any statement about the vehicle’s condition or inspected the vehicle.

- b. The Plaintiff’s insurance company only evaluated Plaintiff’s *medical injury* from the accident of *October 7, 2018*, where Plaintiff’s insurance company told Plaintiff to submit his medical expenses for reimbursement (*See Exhibit 38*).

E. Order of Vehicle Scheduled Work:

- ENGINE: Powertrain turbocharger replacement: scheduled [1st.]

- a. This work is *contingent* to General Motors supply of the powertrain turbocharger.

- b. This cannot be completed unless General Motors supplied the powertrain turbocharger.

- c. General Motors FAILED to supply the turbocharger.

- BODY: Passenger side slight dented work: scheduled [2nd.]

- a. This work cannot be completed unless the ENGINE work is completed.

- b. Thus, this work is contingent on (i) and cannot be

re-ordered.

c. Work can only be completed after ENIGINE work.

F. By December 31, 2018, Plaintiff was still asking *General Motors* to send the powertrain turbocharger², but they still DID NOT send the powertrain turbocharger as promised. They started saying again that they do not know the ETA of when the *powertrain turbocharger* would be available as it was still on national **backorder**; this at this point breached the offered Warranty, that is warranty offered by itself. Several months has passed and they still have not replaced the *powertrain turbocharger*.

6. THE JANUARY 2019 INCIDENTS:

A. On January 4, 2019, Plaintiff contacted General Motors LLC about the *powertrain turbocharger* and reminded them that the *Powertrain Limited Warranty* was due for expiry on 1/28/2020, but they assured Plaintiff that they will send the powertrain turbocharger within 7 days (“*See Exhibits: 1-12*”). Plaintiff waited for another 7 days and they did not send the powertrain turbocharger. The plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them about the continued delay in supplying the *powertrain turbocharger*.

B. On January 14, 2019, Plaintiff contacted General Motors about the *powertrain turbocharger*, and they told Plaintiff that they were still working on it as it was still on backorder (“*See Exhibits: 1-12*”). They told the Plaintiff that they will send the *powertrain turbocharger* by 1/28/2020. They never did. The

plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them again after the promised date about the continued delay in supplying the *powertrain turbocharger*. Also, on this day, Chapman Ford sent to Plaintiff **the preliminary body_____repair estimate**. subsequently, they told Plaintiff that they are **not** charging him storage fee because they are doing two sets of work ("*See Exhibit 11*").

7. THE FEBRUARY 2019 INCIDENTS

A. On **February 11, 2019**, Plaintiff contacted General Motors about the *powertrain turbocharger*, and they told him yet again that it was still on national backorder and that they do not know when it will become available ("*See Exhibit 7*"). They told him to check back on or after one week and also told Plaintiff **not to remove** the vehicle from Chapman's facility due to the risk involved. It was a **frustrating** moment for the Plaintiff. He had endured so much about this request. Plaintiff went to *Chapman*, to update them about the continued delay in supplying the *powertrain turbocharger*.

B. On **February 27, 2019**, Plaintiff contacted General Motors LLC about the *powertrain turbocharger*⁴ and they responded and maintained that they do not have an ETA as to when the vehicle part will be available ("*See Exhibits: 1-12*"). The plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them about the continued delay in supplying the *powertrain turbocharger*. The Plaintiff maintained contacts with the Chapman facility ("*Service Shop*"). This was to ensure that the service center was aware of the delay

in supplying the powertrain turbocharger by General Motors.

8. THE MARCH 2019 INCIDENTS

A. On **March 7, 2019**, Plaintiff contacted General Motors about the *powertrain turbocharger*, and they continued that the part is still on ***national backorder***, and they still do not know when it will be available for the Plaintiff ("***See Exhibits 1-12***"). The plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them about the continued delay in supplying the *powertrain turbocharger*.

B. On **March 29, 2019**, Plaintiff contacted General Motors about the *powertrain turbocharger*⁵ and he was told that the situation has not changed and that they still do not know when the vehicle part will be available ("***See Exhibit 10***"). Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them about the continued delay in supplying the *powertrain turbocharger*.

9. The April 2019 Incidents:

A. On **April 3, 2019**, Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update a Chapman's representative called "Ronnie Ramel" about General Motors continued delay in supplying the *powertrain turbocharger*. Chapman's representative became very "***angry***" upon hearing that *General Motors* is not ready to supply the powertrain turbocharger so that they can do the scheduled services.

B. On **April 10, 2019**, Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to

update a Chapman's representative called "*Ronnie Ramel*" about *General Motors*' continued delay in supplying the *powertrain turbocharger*. The Chapman's representative expressed that he has the initiation to lose "*patience*" as neither *General Motors* is not ready to help in the supply of the powertrain turbocharger which was under warranty. The representative exhibited anger towards the Plaintiff even when the Plaintiff do not have control over General Motors inability to supply the *powertrain turbocharger*.

C. On April 18, 2019, Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update a Chapman representative called "*Ronnie Ramel*" about *General Motors LLC* continued delay in supplying the *powertrain turbocharger*. The Chapman's representative said that "*if*" General Motors or General Motors Financial - GMF are not going to supply the powertrain turbocharger which was actively under *Powertrain Limited Warranty*. Chapman's representative also stated that he does not understand why General Motors would not provide vehicle part (powertrain turbocharger) which was under warranty, he reiterated that the vehicle has been at the Chapman's service shop since December 2018. Plaintiff told Chapman representative that he would return the next day for an update on the powertrain turbocharger he was expecting from General Motors LLC since August 30, 2018, which of course General Motors failed to honor its *Powertrain Limited Warranty*. Plaintiff contacted General Motors LLC to let them know that they violated the warranty Act.

D. On April 29, 2020, *unknownst* to the Plaintiff,

the Chapman's representative of *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)* called General Motors Financial - and told them to come to the facility to "*take away*" the Plaintiff's vehicle "*if*" they will NOT supply the *powertrain turbocharger*⁶ part which was under warranty so that they can complete the scheduled service ("*See Exhibit N, subpoena response for scheduled service*"). The Chapman's representative⁷ informed *General Motors Financial - GMF* that the vehicle has been in their service garage since December 2018. Plaintiff was told about the phone call Chapman representative made to General Motors Financial - GMF on *May 6, 2019*, after the repossession of his vehicle by General Motors Financial - GMF. Plaintiff went to Chapman's office to enquire about his vehicle's whereabouts because nobody spoke to Plaintiff on April 29, 2019, and he was told about the phone call.

10. THE MAY 2019 INCIDENTS:

A. As of **May 1, 2019**, Plaintiff's vehicle continued to stay at *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)* waiting for General Motors to send the *powertrain turbocharger*⁸. However, General Motors failed to send the *powertrain turbocharger*,

B. During this waiting time at *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, Plaintiff continued to pay to General Motors Financial - GMF the car monthly payments. Plaintiff NEVER missed a payment in the history of General Motors Financial - GMF account as of May 1, 2019, and the same time Plaintiff was not driving the car; he was renting a car the whole time ("**See Exhibit 19**").

C. On **May 6, 2019**, *unknownst* to Plaintiff, General

Motors Financial - went to Chapman (Roosevelt Blvd service shop, Philadelphia, PA) and then repossessed Plaintiff's 2014 Buick Encore without any prior NOTICE to Plaintiff; even when the Plaintiff do not owe any back-payment to General Motors Financial - GMF Plaintiff payment **was current** and Plaintiff only wanted to repair his vehicle diagnosed of defective powertrain turbocharger & the body dent from the accident of October 7, 2018. Plaintiff was told by General Motors to take his vehicle to Chapman Auto Group service facility.

D. On May 6, 2019, Plaintiff received an automated alert via a credit report security monitoring app which flagged that General Motors Financial - GMF placed negative items to Plaintiff's credit report via Equifax, Experian, and Transunion. The Plaintiff logged online to review his report and confirmed that General Motors Financial - GMF had posted a **negative item** to his credit file which says: [*Charge-Off, Repossession, Failed-to-pay, & Voluntary Surrender*]:

To be very clear:

- Plaintiff did NOT *voluntarily surrender* his car "neither" did Plaintiff call General Motors/General Motors Financial - GMF to go to Chapman (Roosevelt Blvd service shop, Philadelphia, PA) and repossess the car.
- Plaintiff do **not** have any reason to voluntarily surrender his car because he wanted to repair his vehicle for work travels and was "*current*" on his payment as he has *never* missed a payment.
- Plaintiff did not fail to pay. Plaintiff **never**

missed a payment. He was current in payments as of the time of the illegal repossession.

o General Motors did not replace Plaintiff's *powertrain turbocharger* that the Plaintiff requested since *August of 2018*

E. On May 6, 2019, it was verified that General Motors Financial - GMF repossessed Plaintiff's vehicle from Chapman Auto Group (*Roosevelt Blvd service shop, Philadelphia, PA*). General Motors Financial - GMF reported "falsely & inaccurately" about Plaintiff's credit file to all the 3 credit reporting agencies in the country (Transunion, Equifax, Experian) with "*negative*" payment record ("***See Exhibits: 28-32,39,41***"). On May 6, 2019, after the inaccurate reporting, Plaintiff's credit report file was damaged as the "*payment status*" were the following negative items and it reads:

- ***Failed To Pay*** (*unable to pay as agreed and missed payment[s]*).
- ***Voluntarily Surrender*** (*could not pay as agreed, missed payment, & returned vehicle*).
- ***Charged Off*** (*unable to pay as agreed on RISC, missed payment[s], vehicle repossessed*).
- ***Repossession*** (*unable to pay as agreed and missed payment[s]*).

F. On May 7, 2019, Ronnie Ramel (*Chapman's representative*) told Plaintiff (*In-Person*) that on "May 6, 2019") General Motors Financial - GMF repossessed his vehicle at their dealership service shop: *Chapman Auto Group (Roosevelt Blvd service shop, Philadelphia, PA)*.

G. On May 7, 2019, Plaintiff called General Motors Financial - GMF the phone number he dialed was 1-800-284-2271. The purpose of the call was to find out:

- a. *Why his car was taken from Chapman Auto Group*
- b. *Where his car was taken to because the Turbocharger was not repaired yet.*

General Motors Financial - GMF customer service "**refused**" to **disclose** to the Plaintiff **why** his car was taken and **where** his car was taken to. The General Motors Financial - GMF customer service representative was instructed by *General Motors* **not** to disclose any information to the Plaintiff about his car *whereabout*.

PLAINTIFF's PHONE CONVERSATION
WITH GENERAL MOTORS FINANCIAL
– MAY 7, 2019

A narrative of what happened during this conversation: Plaintiff dialed: **1-800-284- 2271**

- *The Call duration was:*
 - *23 minutes*
- *Plaintiff called GMF:*
 - *the GMF representative: picked up.*

DETAILS

GMF Representative said:

- *Hello, GM Financial customer services, how can I help you?*

Plaintiff Said:

- *Uhm, my name is Jeffrey Solomon Chijioke-uche*

and I am a customer. I need to make some enquiries about my car.

GMF Representative said:

o This call may be monitored or recorded for quality and training purposes.

Plaintiff said:

o Ehm, that is fine, I am taking down notes and records on this call as well for my records because I do not know where my vehicle is now. So, the problem is, General Motors told me to take my car to the dealership for my turbocharger repairs and slight body dent work caused by an accident on October 7, 2018. General Motors was supposed to supply the replacement of the turbocharger which was under warranty. I requested the turbocharger since August 2018. But as of today, the warranty was not honored by General Motors. Surprisingly yesterday, I got an electronic alert via credit monitoring app that GM Financial placed repossession on my credit file for failed to pay. I have never missed a payment. My purpose of this call is to find out why my car was illegally repossessed and where it was taken to.

GMF Representative said:

o Yes, your payment is up to date based on our records without any missed payment.

Plaintiff said:

o But why was my car illegally repossessed then by GM Financial and GM Financial posted negative payment status on my credit file as failed to pay? I want to know where my car is as well. That is the purpose of this call. I am going crazy here.

GMF Representative said:

- *I will place you on hold for few minutes to research few things, talk to some people, and I will be right back.*

Plaintiff said:

- *Ok. That's fine by me.*

GMF Representative said:

- *I am still here, still researching few things regarding your record.*

Plaintiff said:

- *Ok.*

GMF Representative said:

- *Please keep holding, I am still reviewing few things.*

Plaintiff said:

- *Ok.*

GMF Representative said:

- *I am almost done, please bear with me.*

Plaintiff said:

- *Ok.*

GMF Representative said:

- *Hello, thank you for holding. From what I learned; I am advised by General Motors Buick unit not to disclose any further information to you at this time.*

Plaintiff said:

- *So, what am I supposed to do?*

GMF Representative Phone Line:

- *She hung up the call on me as soon as I asked the question. [CALL ENDED].*

PLAINTIFF's PHONE CONVERSATION
WITH GENERAL MOTORS FINANCIAL
– MAY 8, 2019

On **May 8, 2019**, Plaintiff once again, dialed and ***called*** General Motors Financial - GMF customer service⁹ phone line on **1-800-284-2271**, since the call of May 7, 2019, was not fruitful. The purpose of the phone call was to find out the following:

- *Why his vehicle was “unlawfully” repossessed by General Motors Financial - GMF?*
- *Where was his vehicle taken to.*

On **May 8, 2019**, like the previous day phone call, General Motors. Financial - GMF representative, again told the Plaintiff that they were advised by General Motors LLC not to disclose any information to him. The representative said to the Plaintiff, *“tell your attorney to call us for negotiation, there is nothing I can do to help you.”* Before the Plaintiff could ask a question, the representative hung up the call, like the previous day. *A narrative of what happened during this conversation:*

- *Plaintiff dialed: 1-800-284-2271*
- *The Call duration was: 20 minutes.*
- *Phone rang on the other side & GMF*

Representative picked up:

GMF Representative said:

- *Hello, GM Financial customer services, how can I help you?*

Plaintiff said:

- *Hello, my name is Jeffrey. I called yesterday to try to find out why my car was illegally repossessed by GM Financial and where my car was taken to.*

GMF Representative said:

- *Please be aware that this call may be monitored or recorded for quality and training purposes. Yes, I see your details from your caller ID. So, I*

have all your information here.

Plaintiff said:

o Um, also be aware that I may be taking some notes or records on this call as well, because nobody is telling me anything about my car. So, can you provide me information on why my car was illegally repossessed? Because I am emotionally distressed right now as nobody from GM Financial or General Motors is providing me with any information with respect to my car where about.

GMF Representative said:

o You were advised yesterday that we are not able to provide you with any further information, uhm, I am not sure how you want me to help you at this time.

Plaintiff said:

o Okay. Ehm, what you are saying is that you cannot tell me why GM Financial illegally repossessed my car and you will not tell me where my car was taken to? Be aware that I only took my car to Chapman service center for repairs as directed by General Motors and I have never missed any payment. So, why was my car illegally repossessed? General Motors also did not supply the turbocharger which is under warranty. Can someone tell me what is going on?

GMF Representative said:

o Again, we are advised not to disclose any further information to you. Tell your attorney to call us for negotiation, there is nothing I can do to help you at this time.

Plaintiff said:

- *Ehm, Hello! Hello! Hello! are you still there?
I think she hung up on me.*

GMF Representative Phone Line:

- *She hung up the call on me. [CALL ENDED]*

On **May 11, 2019**, Plaintiff sent a dispute letter to General Motors Financial - GMF to let them know that he does not owe General Motors Financial - GMF \$xxx.xx(Redacted) because *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)* agreed not to charge Plaintiff any storage fee if they will do the work scheduled for the vehicle when General Motors LLC send the *powertrain turbocharger*. (See *Exhibit 14*).

On **May 22, 2019**, Plaintiff sent **disputes letters** to *Transunion, Experian, And Equifax* so that they will remove from the Plaintiff's credit file, the "*negative*" or *inaccurate information* furnished by GMF. (See *Exhibit- 14*). The 3-credit bureau¹¹ sent letters to Plaintiff to say that they completed the dispute investigation as they notified GMF about the dispute as required by FCRA for disputed items. When Plaintiff checked, they did not remove the negative items and it continued to damage the Plaintiff
(*"See Exhibits: 27-31,39,41,43"*).

PLAINTIFF NEVER MISSED PAYMENTS

Plaintiff made ALL his payments **ON-TIME** to General Motors Financial and *never* missed any payment ("*See Exhibit 16*"). The payment records is as follows:

- JUNE 2017 PAYMENT: "START OF PAYMENT"
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("*See EXHIBIT 16*").

- JULY 2017 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- AUGUST 2017 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- SEPTEMBER 2017 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- OCTOBER 2017 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- NOVEMBER 2017 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- DECEMBER 2017 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- JANUARY 2018 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- FEBRUARY 2018 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- MARCH 2018 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- APRIL 2018 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- MAY 2018 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- JUNE 2018 PAYMENT:

- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- JULY 2018 PAYMENT:
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- AUGUST 2018 PAYMENT: "VEHICLE
DIAGNOSED OF DEFECTIVE TURBOCHARGER"
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- SEPTEMBER 2018 PAYMENT: "VEHICLE STILL
WAITING FOR TURBOCHARGER."
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- OCTOBER 2018 PAYMENT: "PLAINTIFF
STOPPED USING CAR DUE TO
TURBOCHARGER"
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- NOVEMBER 2018 PAYMENT: "VEHICLE STILL
WAITING FOR TURBOCHARGER"
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- DECEMBER 2018 PAYMENT: "VEHICLE STILL
WAITING FOR TURBOCHARGER."
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- JANUARY 2019 PAYMENT: "VEHICLE STILL
WAITING FOR TURBOCHARGER."
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- FEBRUARY 2019 PAYMENT: "VEHICLE STILL
WAITING FOR TURBOCHARGER."
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").

- MARCH 2019 PAYMENT: "VEHICLE STILL WAITING FOR TURBOCHARGER."
- Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
- APRIL 2019 PAYMENT: "VEHICLE STILL WAITING FOR TURBOCHARGER." NEVER SUPPLIED:
 - Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").
 - According to the RISC - Payment is Due on the 26th of Each Month" (See EXHIBIT 40: RISC)
 - As of May 6, 2019, Plaintiff never missed any payment ("See EXHIBIT 16: April 2019 Payment Receipt")
 - GM Financial on May 6, 2019 "illegally" Repossessed Plaintiff's Vehicle & furnished failed to pay.
 - GM Financial reported "inaccurate information" to the CRAs ("See Exhibits: 27-31,39,41").
 - GM Financial continued to report "inaccurate information" to the CRAs ("See Exhibits: 27-31,39,41").

Table 1.0.1: Summary of Plaintiff's Excellent Payment Record Chart Journal

2019	2018
JAN: Payment due on 26 th PAID	JAN: Payment due on 26 th PAID
FEB: Payment due on 26 th PAID	FEB: Payment due on 26 th PAID
MAR: Payment due on 26 th PAID	MAR: Payment due on 26 th PAID
APR: Payment due on 26 th PAID	APR: Payment due on 26 th PAID

2019 - Continued	2018 - Continued
<p>MAY:</p> <ul style="list-style-type: none"> • <i>Payment due on 26th</i> • * GMF illegally repossessed vehicle on May 6, 2019, to cover GM's violation of MMWA, thus, breached FCRA by publishing "<i>failed to Pay</i>" on Plaintiff's CRAs files when the plaintiff never missed any payment based on this payment record. 	<p>MAY:</p> <p>Payment due on 26th PAID</p>
<p>The plaintiff is a good customer who paid on time and never defaulted on RISC. GMF breached the contract (the "RISC") and violated the FCRA by continued to furnish inaccurate information on Plaintiff's credit file after receiving Plaintiff's dispute letter. CRAs also violated FCRA by reporting the inaccurate information after receiving Plaintiff's dispute letters.</p>	<p>JUN:</p> <p>Payment due on 26th PAID</p> <p>JUL:</p> <p>Payment due on 26th PAID</p> <p>AUG:</p> <p>Payment due on 26th PAID</p> <p>SEP:</p> <p>Payment due on 26th PAID</p> <p>OCT:</p> <p>Payment due on 26th PAID</p> <p>NOV:</p> <p>Payment due on 26th PAID</p> <p>DEC:</p> <p>Payment due on 26th PAID</p>
2017	
<p>MAY:</p> <p>On this day, the <i>RISC (contract) was signed on the 27th with GMF.</i></p>	<p>JUN:</p> <p>Payment due on 26th PAID</p>
<p>JUL:</p> <p>Payment due on 26th PAID</p>	<p>AUG:</p> <p>Payment due on 26th PAID</p>
<p>SEP:</p> <p>Payment due on 26th PAID</p>	<p>OCT:</p> <p>Payment due on 26th PAID</p>
<p>NOV:</p> <p>Payment due on 26th PAID</p>	<p>DEC:</p> <p>Payment due on 26th PAID</p>

Be aware that Plaintiff requested the Turbocharger for **10 months**, but Defendant failed to comply as General Motors LLC kept telling Plaintiff that the turbocharger was on national back order. For **10 months** the Turbocharger, which was never supplied, and the Warranties service request was never honored by the Warrantors. For **10-months** General Motors LLC kept telling Plaintiff that the Turbocharger was on **national back- order** and that they will send it soon, they never did ("See *Exhibits:1-12*"); the Vehicle remained at Chapman Auto Group's service shop as General Motors LLC strictly **told** Plaintiff not to remove the Vehicle from Chapman Auto Group's service shop.

Plaintiff **never** removed the Vehicle from Chapman Auto Group's service shop, following General Motors LLC's **strict** instructions to leave it there and never drive it until the turbocharger is fixed or repaired; and Plaintiff did as he was told by GM LLC ("See *EXHIBITS:1-12*"). While Plaintiff never missed any payment on the Vehicle which is undisputed, General Motors Financial - GMF posted **inaccurate information** on Plaintiff's Credit Report File via the 3 Credit Bureaus (*Experian, Equifax, TransUnion*) that Plaintiff "**Failed to Pay.**"

General Motors Financial – GMF *Defendant relied upon the repossession of Plaintiff's vehicle to post **Inaccurate Information** on Plaintiff's Credit report file and failed to DELETE it on-time after Plaintiff disputed the **Inaccurate Information**. GMF never notified Plaintiff via USPS mail that it*

sent reclaim notifications to Plaintiff; ("*See Exhibit-15: USPS Expert Witness Report*")

GMF DISCOVERY FILES AS FILES 1.0 AND 2.0
WHY THESE DOCUMENTS ARE RELEVANT
TO LIABILITY: WAS FAKE

GMF used these documents (Fig. 1.0 & Fig 2.0) below to defend themselves that Plaintiff was notified to come and recover his vehicle, but he failed to come, therefore they furnished **account charged- off** to CRA's on Plaintiff's credit report file which is later part of Plaintiff's disputed **inaccurate information**. GMF never sent these documents to Plaintiff according to USPS mail service record. These documents below are counterfeit and never sent Pennsylvania USPS mail route, according to USPS system.

USPS EXPERT WITNESS FOR
MAIL DOCUMENTS 1.0 & 2.0

Hon. Judge Robreno Ordered that Plaintiff should provide USPS (United States Postal Service) **Expert Witness** who will verify the purported *certified receipt numbers* on the documents to help ascertain if truly the General Motors Financial (GMF) delivered the documents to the Plaintiff's Philadelphia Address or not. The Plaintiff followed the Court Order to hire USPS Expert Witness (**Mr. Peter Wade**) who after thorough forensic investigation verified through his Expert Witness Report filed with the Court. The forensic report verified that the Discovery File 1.0 & Discovery File 2.0 documents which of course GMF

presented during the DISCOVERY were not in any way delivered to the Plaintiff because the "Purported" certified receipt numbers were *fake/forgery and doesn't exist in USPS records*. This is what GMF do to Americans all the time and get away with it – GMF always violate **FCRA** then try to get away with it with this type of Fake Letters for Americans that cannot fight back for justice. Because of this, the retired District Court Judge Ordered a USPS Expert Witness for forensic analysis and report. The outcome is that GMF faked these letters to **cover** GM's violation of MMWA.

District Court Discovery File 1.0 by GMF

GMF FAKE LETTER – ID 0038

(Hon. Judge Robreno Ordered Expert Witness)

GM FINANCIAL

AOC II - RS

4001 Embarcadero

Arlington, TX 76014

877-944-9115

Certified Receipt #:

9214 7999 0099 9790 1627 7820 41

Date of Notice: May 7, 2019

Account Number: 111000849633

Business Hours:

Mon-Thu: 8A-8P ET

Fri: 8A-5P ET

Sat: 9A-1P ET

Date of Notice

May 7, 2019

Solomon J. Chijioke

Address: xxxxxx (Redacted)

Description of Property: 2014 Buick Encore
Vehicle Identification Number (VIN)

KL4CJFSB5EB600062

Date of Repossession: May 6, 2019

NOTICE OF OUR PLAN TO SELL PROPERTY

GM Financial has repossessed the above-described vehicle because you did not abide by the agreement outlined in your contract. The vehicle is being held at the following location:

Location Name: COPART

Street Address: 164 77 Bristol Pike

City and State: Chalfont, PA 18914

Telephone: 972-263-2711

The vehicle will be sold at a private sale after 15 days from the date of this notice. The money from the sale of this vehicle, less any expenses incurred by GM Financial, may increase the amount you owe. You will be required to pay GM Financial the difference if the vehicle sale, minus expenses, is less than the amount you owe. If the vehicle sells, including expenses, for more than the amount you owe, you will receive a refund unless it is necessary for GM Financial to forward this money to another creditor. You can redeem your account, including expenses, in order to

get the vehicle back at any time before the vehicle is sold. See page 2 for the amount you must pay as of the date of this notice. If you want an explanation in writing of how this amount was figured, you may call or write GM Financial and request a written explanation. If you need more information about the sale, call the toll-free number listed above or write to the address listed.

EXPERT REPORT SUMMARY

Expert Witness Forensic Report Annotation: This

Certified Receipt Number has no record with USPS.

*USPS Expert Witness, **Mr. Peter Wade** is Plaintiff's*

Listed Expert Witness for Jury Trial: GMF 0038

District Court Discovery File 2.0 by GMF

GMF FAKE LETTER – ID 0039

(Hon. Judge Robreno Ordered Expert Witness)

GM FINANCIAL

AOC II - RS

4001 Embarcadero

Arlington, TX 76014

877-944-9115

Date of Notice: May 7, 2019

Account Number: 111000849633

Business Hours:

Mon-Thu: 8A-8P ET

Fri: 8A-5P ET

Sat: 9A-1P ET

Date of Notice

May 7, 2019

Solomon J. Chijioke

Address: xxxxxx (Redacted)

Description of Property: 2014 Buick Encore

Vehicle Identification Number (VIN)

KL4CJFSB5EB600062

Date of Repossession: May 6, 2019

NOTICE OF RIGHT TO REDEEM

To get your vehicle back, you must pay the following amount before the vehicle is sold:

Amount Required to Redeem

- **Net Principal Balance:** \$16,584.58
 - **Interest Due:** \$36.35
- **Repossession Expenses:** \$1,045.00
 - **Late Charges:** \$0.00
 - **Insurance Charges:** \$0.00

Total Amount to Redeem: \$17,665.93

Additionally, if your vehicle is redeemed, you will owe a repossession factory processing fee of \$100.

If this is a simple interest contract, interest charges will continue to accrue each day. These additional charges, along with any other amounts coming due and/or expenses incurred and not reflected in this notice, will be added to the total that you must pay.

If any personal property was found in the vehicle, the repossession company has removed the property from the vehicle. Please contact us at your earliest convenience at the number listed above to obtain the phone number of the repossession company.

This letter is to serve as notice that after the 30th day from the date of this letter, the repossession company will dispose of any unclaimed property in a reasonable manner and distribute the proceeds according to applicable law.

If you would like to receive a full statement of account, you may call or write GM Financial at the address and phone number listed below. Any payment should be made, or notice served, to GM Financial at the following address:

GM Financial
4001 Embarcadero
Arlington, TX 76014
800-284-2271

EXPERT REPORT SUMMARY

Expert Witness Forensic Report Annotation: This Certified Receipt Number has no record with USPS.

*USPS Expert Witness, **Mr. Peter Wade** is Plaintiff's Listed Expert Witness for Jury Trial: GMF 0039*

**PLAINTIFF DISPUTED THE
INACCURATE INFORMATION**

1. Plaintiff **disputed** the inaccurate information posted by General Motors Financial –GMF on his Credit Report file & demanded that **GMF** should

DELETE the inaccurate information within 30-days or 45-days max as required by FCRA. ("See EXHIBIT-14: Disputes"), thus Plaintiff satisfies FCRA requirements for disputing inaccurate information.

2. General Motors Financial – GMF failed to DELETE the **inaccurate information** as required by FCRA within the 30-days period., therefore, General Motors Financial – GMF *violated FCRA Procedure in case of disputed accuracy.*

3. General Motors Financial – GMF continued to leave inaccurate information on Plaintiff Credit file for several months despite Plaintiff's dispute which requested for **DELETION** of the inaccurate information on file. Leaving the inaccurate information on Plaintiff's file continued to create damages on Plaintiff's credit as Plaintiff was denied credits by Banks, Plaintiff was denied employment by potential employers, Plaintiff was unable to buy new vehicles because of the inaccurate information post on his credit file by GMF.

4. After several months and after severe damages have been done on Plaintiff by General Motors Financial – GMF failure to *delete* the inaccurate information, the information was *deleted after*:

- i. 250 days on TransUnion file;
 - o outside FCRA required 30 days or 45 days max.
- ii. 274 days on Equifax file,
 - o outside FCRA required 30 days or

- 45 days max.
- iii. **452 days** on Experian, file,
- o outside FCRA required **30 days** or 45 days max.

Thus, General Motors Financial – GMF (“a business owned by General Motors LLC”) committed yet another FCRA offense in the process as it **violated FCRA Procedure in case of disputed accuracy** (FCRA §1681 et seq) (this is undisputed). Within this extended period that GMF failed to DELETE the disputed inaccurate information, Plaintiff was harmed.

Table 1.1.2

GMF (Furnisher) Conceded that It Breached FCRA Willful non-compliance, Accuracy, and Reasonable Procedure violations as it Deleted the Plaintiff’s disputed inaccurate information. GMF and the three National Credit Bureaus; Experian, Transunion, and Equifax, through Court docketed statement filed their statements that the Plaintiff’s disputed inaccurate information was DELETED on after the specified dates by Table 1.1.2. The respective court files are referenced by Table 1.1.2 below.

Table 1.1.2:

Action	Description
<i>Furnisher (GMF) (“a Business owned by General Motors LLC”) furnished inaccurate information to the CRAs</i>	<i>Equifax, Experian, and Transunion Starting May 06, 2019</i>
<i>Date Jeffrey Chijioke- Uche disputed inaccurate information and requested Deletion</i>	<i>Directly Disputed on May 08, 2019. (“See Exhibit L4”)</i>

FCRA §1681i Required Statute for Deletion of disputed inaccurate information as Reinvestigation Reasonable Procedure	30 days *extension not more than 15 days → (45 days max)
<i>Furnisher's Result and Status after the required FCRA §1681i 30 days Reinvestigation Statute</i>	GMF continued to furnish CRAs inaccurate information about Plaintiff's credit file despite Plaintiff's dispute; GMF failed to delete within <i>30 days</i> therefore committing yet another FCRA violation
<i>Number of days before GMF Deleted Plaintiff's disputed inaccurate information on the trade line with CRAs.</i>	Equifax: 274 days Experian: 452 days Transunion: 250 days **Total of 976 days of FCRA willful noncompliance violations by GMF. Plaintiff was damaged within these periods of violations by GMF. GMF refused to delete the inaccurate information within 30 days. This is an FCRA punitive guilty offense.
UNDISPUTED – GMF DELETION OF FURNISHED INACCURATE INFORMATION)	On Equifax, it deleted on February 2020 (See ECF-60 by Equifax: Stat. of Mat. Fact: para. 16"). On Experian, it deleted on August 25, 2020 ("See ECF-59 by Experian: Brief: page 9"). On Transunion, it deleted on February 10, 2020 ("See ECF-61 by Transunion: page 11: para. 55").

GMF Conceded	<p>By deleting the disputed inaccurate information, GMF (furnisher) after reinvestigation agree and conceded that th indeed published inaccurate information on Plaintiff's credit file and indeed it was inaccurate information because only consumer disputed inaccurate information can be deleted by furnisher if it is indeed inaccurate. However, GM deleted the inaccurate information outside 30 days/45-days max required by FCRA; they breached yet another FCRA 1681i. Pursuant to FCRA 623(a)(3), once a consumer disputes information, furnisher may not report that information to CRA & FCRA 623(b)(1), states that if furnisher published consumer inaccurate information, it must delete it. GM deleted it.</p>
GMF Violations	<p>GMF violated FCRA §1681 et seq., MVSFA, UCC, UTPCPL, RISC, MMWA.</p>

INTERROGATORY #5 QUESTION

[GMF ASKED PLAINTIFF]

"...If You contend that GMF is liable to You for

damages, identify the precise amount of damages and the method of calculation, the dates which the alleged damages occurred, and identify all documents which relate to or contain information about these alleged damages....."

INTERROGATORY #5 RESPONSE

[PLAINTIFF RESPONSE]

".....GM Financial chose to use "negligible" actions to harm the consumer (Plaintiff). Their actions are PUNITIVE under the law as outlined above in various other similar FCRA cases handled by the jury, where Equifax, Experian, Trans Union, and GM Financial were involved respectively in the past and were found guilty by the respective jury during trial – Therefore in this case ...[GMF] is liable of the Plaintiff's harm in its entirety according to respective laws cited hereinabove as facts. The Plaintiff's financial loss, emotional distress, embarrassments, insults by potential-creditors, potential- income losses, disqualification by clients for work, waste-of- time, inability-to- purchase properties, anxiety, embarrassments by GM Financial, risking of Plaintiff's life with defective vehicle turbocharger in accident by GM Financial d/b/a GM and psychological pain damage in this case is \$xxx.xx(Redacted)."

GENERAL MOTORS FINANCIAL - GMF")
 VIOLATED FCRA-15 U.S.C. §1681, ET SEQ.
 FURNISHED INACCURATE INFORMATION

a. The dated incidents **month-by-month** (August 30, 2018, to May 22, 2019) with evidence set out hereinabove is self-explanatory. . Plaintiff He only

took his vehicle to the service shop to fix his vehicle's defective *powertrain turbocharger* as instructed by General Motors ("See Exhibit 12"). He was a good customer to General Motors Financial - GMF and never missed a payment ("**See Exhibit 16**, payment statement") & ("**See Exhibits 27- 31, 39,41**, Equifax reported Amount Past Due: **\$0.00** as of May 6, 2019"). General Motors Financial - GMF repossessed the vehicle scheduled for services at Chapman with Plaintiff's account showing Amount Past Due: **\$0.00** ("**See Exhibits 27-31, 39,41.**"). The contradiction in the credit bureaus report is that: Each reported that I have never missed payment and the same time added comments and remarks to my credit file stating - Voluntary Surrender ("Could not make payments"). In common sense, it does not make any sense that both General Motors Financial - GMF and the credit bureaus are making such a mistake in information furnishing that destroyed the credit record of the Plaintiff. This is a huge offense in the FCRA.

b. Also, General Motors Financial - GMF representative affirmed on May 7, 2019, that Plaintiff had **never** missed a payment. Plaintiff's vehicle was taken to Chapman AutoGroup service shop ("¹²See Exhibit 12") as directed by General Motors awaiting the supply of the *powertrain turbocharger* from General Motors LLC but General Motors Financial - went to Chapman and repossessed the vehicle. Plaintiff on May 8, 2019, sent electronic dispute letter to General Motors Financial - GMF about the inaccurate information on his credit report file for correction & General Motors Financial - GMF -GMF affirmed the receipt of the dispute ("**See Exhibit 14**"),

and again, on May 11, 2019 Plaintiff sent another dispute letter to General Motors Financial - GMF ("See Exhibit 14"), GMF affirmed it received the dispute letter about the inaccurate information. Therefore, General Motors Financial - GMF **violated** FCRA-15 U.S.C. §1681, et seq. pursuant to [15 U.S.C. § 1681i]: §611: Procedure in case of **disputed** accuracy, state and say:

*"[I]f the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the **30-days** period beginning on the date on which the agency receives notice of the dispute from the consumer. For over **1-year**, General Motors Financial - GMF – GMF ("Furnisher") did **not delete** the **inaccurate information** on Plaintiff's credit file, having been duly informed by the consumer ("Plaintiff") about the inaccurate information furnished. as required by the FCRA."*

CLOSING STATEMENT

General Motors Financial (GMF), [*"a business owned by General Motors LLC – the manufacturer of the subject Vehicle"*] is **liable** for Plaintiff's damages in this case. Given all the evidence Plaintiff

provided, I as an American, then as the Plaintiff in this matter is a law-abiding citizen, this is why I came to this Honorable Court to seek justice. As the Plaintiff, I am badly injured by the Defendant, therefore, according to FCRA & MMWA, I am eligible to recover my damages.

I rely on the Jury and this Honorable Court to recover my damages. So, members of the jury, I present to you copies of this Narrative Statement as **Ordered** by this Court on **March 9, 2023**, under *Hon. Judge Robreno* (Retired). Thank you.

Respectfully submitted this 10th day of April 2023.

/s/ Dr. Jeffrey Solomon Chijioke-Uche
Dr. Jeffrey Chijioke-Uche, Plaintiff, Pro Se.
End of Plaintiff's Narrative Statement:
A Jury Trial Direct Testimony
By Plaintiff (Pro Se).

APPENDIX I: ORDER

NOTE: This order is nonprecedential.

United States Court of Appeals for the Federal Circuit

JEFFREY SOLOMON K. CHIJOKE-UCHE,
Plaintiff-Appellant

66a

v.

AMERICREDIT FINANCIAL SERVICES, INC., dba

GM FINANCIAL,

Defendant-Appellee

2024-1254

Appeal from the United States District Court for the
Eastern District of Pennsylvania in No. 2:19-cv-
04006- GJP, Judge Gerald J. Pappert.

JEFFREY SOLOMON K. CHIJOKE-UCHE,
Plaintiff-Appellant

v.

GENERAL MOTORS, aka GM Buick,
Defendant-Appellee

2024-1255

Appeal from the United States District Court for the
Eastern District of Pennsylvania in
No. 2:20-cv-00216- GJP, Judge Gerald J. Pappert.

Before CHEN, LINN, and HUGHES,
Circuit Judges.
PER CURIAM.

O R D E R

In response to the court's January 18, 2024, show
cause order, Jeffrey Solomon K. Chijioke-Uche urges
this court to retain jurisdiction over these appeals.
Appellees have not responded. Dr. Chijioke-Uche filed
the underlying complaints in the United States

District Court for the Eastern District of Pennsylvania asserting claims under the Fair Credit Reporting Act ("FCRA") and the Magnuson-Moss Warranty Act ("MMWA"). He now appeals from the district court's orders granting in part the defendants' motions to strike his proposed narrative testimony and trial exhibits.

Contrary to Dr. Chijioke-Uche's assertion, these appeals fall outside the limited authority that Congress granted this court to review decisions of federal district courts: cases arising under the patent laws, *see* 28 U.S.C. § 1295(a)(1); civil actions on review to the district court from the United States Patent and Trademark Office, *see* § 1295(a)(4)(C); and cases involving certain damages claims against the United States "not exceeding \$10,000 in amount," 28 U.S.C. § 1346(a)(2), *see* 28 U.S.C. § 1295(a)(2); 28 U.S.C. § 1292(c)(1).

Instead, any appeal in these matters would belong in the United States Court of Appeals for the Third Circuit. *See* 28 U.S.C. § 1291. We deem it the better course to transfer to that court, where Dr. Chijioke-Uche may raise, among other things, his arguments regarding 28 U.S.C. § 1292, 28 U.S.C. § 1631.

Accordingly,

IT IS ORDERED THAT:

This matter and all its filings are transferred to the United States Court of Appeals for **Third Circuit** pursuant to **28 U.S.C. § 1631**.

FOR THE COURT

68a



Jarrett B. Perlow
Clerk of Court
April 15, 2024
Date

APPENDIX I - CONTINUED

NOTE: This order is nonprecedential.

United States Court of Appeals for the Federal Circuit

JEFFREY SOLOMON K. CHIJOKE-UCHE,
Plaintiff-Appellant

v.

AMERICREDIT FINANCIAL SERVICES, INC., dba
GM FINANCIAL,
Defendant-Appellee

2024-1254

Appeal from the United States District Court for the
Eastern District of Pennsylvania in
No. 2:19-cv-04006- GJP, Judge Gerald J. Pappert.

JEFFREY SOLOMON K. CHIJOKE-UCHE,
Plaintiff-Appellant

v.

GENERAL MOTORS, aka GM Buick,
Defendant-Appellee

Appeal from the United States District Court for the Eastern District of Pennsylvania in No. 2:19-cv-04006- GJP, Judge Gerald J. Pappert.

Before CHEN, LINN, and HUGHES,
Circuit Judges.
PER CURIAM.

ORDER

In response to the court's January 18, 2024, show cause order, Jeffrey Solomon K. Chijioke-Uche urges this court to retain jurisdiction over these appeals. Appellees have not responded. Dr. Chijioke-Uche filed the underlying complaints in the United States District Court for the Eastern District of Pennsylvania asserting claims under the Fair Credit Reporting Act ("FCRA") and the Magnuson-Moss Warranty Act ("MMWA"). He now appeals from the district court's orders granting in part the defendants' motions to strike his proposed narrative testimony and trial exhibits.

Contrary to Dr. Chijioke-Uche's assertion, these appeals fall outside the limited authority that Congress granted this court to review decisions of federal district courts: cases arising under the patent laws, *see* 28 U.S.C. § 1295(a)(1); civil actions on review to the district court from the United States Patent and

Trademark Office, *see* § 1295(a)(4)(C); and cases involving certain damages claims against the United States “not exceeding \$10,000 in amount,” 28 U.S.C. § 1346(a)(2), *see* 28 U.S.C. § 1295(a)(2); 28 U.S.C. § 1292(c)(1).

Instead, any appeal in these matters would belong in the United States Court of Appeals for the Third Circuit. *See* 28 U.S.C. § 1291. We deem it the better course to transfer to that court, where Dr. Chijioke-Uche may raise, among other things, his arguments regarding 28 U.S.C. § 1292, 28 U.S.C. § 1631. Accordingly,

IT IS ORDERED THAT:

This matter and all its filings are transferred to the United States Court of Appeals for **Third Circuit** pursuant to **28 U.S.C. § 1631**.

FOR THE COURT



Jarrett B. Perlow
Clerk of Court

April 15, 2024

Date

APPENDIX J: ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

JEFFREY SOLOMON K. CHIJOKE-UCHE,

Plaintiff,

Civil Action
No. 20-216

v.

GENERAL MOTORS, et al.,
Defendants.

O R D E R

AND NOW, this **20th** day of **March, 2023**, it is hereby **ORDERED** that the final pretrial conference previously scheduled for March 20, 2023, is **RESCHEDULED** to **April 20, 2023**, at **10:00 am** in Courtroom 15A, United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania.¹

It is **FURTHER ORDERED** that *Defendant's Motion in Limine* to Preclude Introduction of Exhibits (ECF No. 80) is **DENIED**. Having received copies of all of Plaintiff's exhibits, Defendant may file supplemental motions in limine and or evidentiary objections to Plaintiff's proposed exhibits on or by **March 30, 2023**. Plaintiff shall respond to any supplemental motions in limine and or objections on or by **April 10, 2023**.

AND IT IS SO ORDERED.

Eduardo C. Robreno
EDUARDO C. ROBRENO, J.

¹ Plaintiff shall submit credible evidence to the Court that he was medically unable to attend the final pretrial conference scheduled for March 20, 2023, on or by **April 10, 2023**.

APPENDIX K: ORDER

OFFICE OF THE CLERK
PATRICIA DODSZUWEIT, CLERK



UNITED STATES COURT OF APPEALS
TELEPHONE 215-597-2997
FOR THE THIRD CIRCUIT
21400 UNITED STATES COURTHOUSE
601 MARKET STREET
PHILADELPHIA, PA 19106-1790
Website: www.ca3.uscourts.gov

April 18, 2024

Jeffrey Solomon Chijioke-Uche
3400 Red Lion Road Philadelphia, PA 19114

RE: *Jeffrey Chijioke-Uche v. Chapman Chevrolet
LLC, et al*

Case Number: 24-1691

District Court Case Number: 2-20-cv-00216

Dear Jeffrey Solomon Chijioke-Uche:

This will advise you that the above-captioned appeal ***will be*** submitted to a panel of this Court for possible dismissal due to a jurisdictional defect. It appears that this Court may lack appellate jurisdiction for the following reason(s):

The order that you have appealed may not be reviewable at this time by a court of appeals.

Only final orders of the district courts may be reviewed. 28 U.S.C. Section 1291 (enclosed).

Jurisdictional *defects* cannot be remedied by the court of appeals. The parties may ***submit written argument***, in support of or in opposition to dismissal of the appeal for lack of appellate jurisdiction. Any response regarding jurisdiction must be in proper form (original with certificate of service), and must be filed within 21 days from the date of this letter. Upon expiration of the response period, the case will be submitted to the Court for consideration of the *jurisdictional* question.

The parties will be advised of any Order issued in this matter. Very truly yours,
s/ Patricia S. Dodszuweit Clerk



By: Stephen, Administrative Assistant

cc:

Joseph M. DeMarco, Esq.

Mark W. Skanes, Esq.

§ 1291. *Final Decisions of District Courts*

The courts of appeals (other than the United States Court of Appeals for the Federal Circuit) shall have jurisdiction of appeals from all final decisions of the district courts of the United States, the United States District Court for the District of the Canal Zone, the District Court of Guam, and the District Court of the Virgin Islands, except where a direct review may be had in the Supreme Court. The

jurisdiction of the United States Court of Appeals for the Federal Circuit shall be limited to the jurisdiction described in sections 1292(c) and (d) and 1295 of this title.

(June 25, 1948, c. 646, 62 Stat. 929; Oct. 31, 1951, c. 655, § 48, 65 Stat. 726; July 7, 1958, Pub.L. 85-508, § 12(e), 72 Stat. 348; Apr. 2, 1982, Pub.L. 97-164, Title I, § 124, 96 Stat. 36.)

APPENDIX K - CONTINUED

**OFFICE OF THE CLERK
PATRICIA DODSZUWEIT, CLERK**



**UNITED STATES COURT OF APPEALS
TELEPHONE 215-597-2997
FOR THE THIRD CIRCUIT
21400 UNITED STATES COURTHOUSE
601 MARKET STREET
PHILADELPHIA, PA 19106-1790
Website: www.ca3.uscourts.gov**

April 18, 2024

Jeffrey Solomon Chijioke-Uche
3400 Red Lion Road Philadelphia, PA 19114
RE: *Jeffrey Chijioke-Uche v. Americredit Financial*
dba General Motors Financial
Case Number: 24-1690
District Court Case Number: 2-20-cv-04006

Dear Jeffrey Solomon Chijioke-Uche:

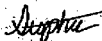
This will advise you that the above-captioned appeal ***will be*** submitted to a panel of this Court for possible dismissal due to a jurisdictional defect. It appears that this Court may lack appellate jurisdiction for the following reason(s):

The order that you have appealed may not be reviewable at this time by a court of appeals. Only *final orders* of the district courts may be reviewed. 28 U.S.C. Section 1291 (enclosed).

Jurisdictional *defects* cannot be remedied by the court of appeals. The parties may ***submit written argument***, in support of or in opposition to dismissal of the appeal for lack of appellate jurisdiction. Any response regarding jurisdiction must be in proper form (original with certificate of service), and must be filed within 21 days from the date of this letter. Upon expiration of the response period, the case will be submitted to the Court for consideration of the *jurisdictional* question.

The parties will be advised of any Order issued in this matter. Very truly yours,

s/ Patricia S. Dodszuweit Clerk



By: Stephen, Administrative Assistant

cc:

Christopher A. Reese

Stradley Ronon Stevens & Young, LLP

457 Haddonfield Road, Suite 100
Cherry Hill, NJ 0800

§ 1291. *Final Decisions of District Courts*

The courts of appeals (other than the United States Court of Appeals for the Federal Circuit) shall have jurisdiction of appeals from all final decisions of the district courts of the United States, the United States District Court for the District of the Canal Zone, the District Court of Guam, and the District Court of the Virgin Islands, except where a direct review may be had in the Supreme Court. The jurisdiction of the United States Court of Appeals for the Federal Circuit shall be limited to the jurisdiction described in sections 1292(c) and (d) and 1295 of this title.

(June 25, 1948, c. 646, 62 Stat. 929; Oct. 31, 1951, c. 655, § 48, 65 Stat. 726; July 7, 1958, Pub.L. 85-508, § 12(e), 72 Stat. 348; Apr. 2, 1982, Pub.L. 97-164, Title I, § 124, 96 Stat. 36.)

APPENDIX L: ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

JEFFREY SOLOMON K.
CHIJIJOKE- UCHE,
Plaintiff,

CIVIL
ACTION
NO. 19-4006

v.

AMERICREDIT FINANCIAL
SERVICES, INC.,
Defendant.

ORDER

AND NOW, this *4th day of November, 2024*, upon consideration of Plaintiff Jeffrey Solomon K. Chijioke-Uche's Motion to Certify (ECF 207), and Plaintiff having filed a Corrected Motion to Certify Order for Interlocutory Appeal Pursuant to 28 U.S.C. § 1292(b) (ECF 208), it is hereby **ORDERED** that the Motion to Certify (ECF 207) is **DENIED as moot**.
BY THE COURT:

/s/ Gerald J. Pappert
Gerald J. Pappert, J.

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APPENDIX M: ORDER

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

JEFFREY SOLOMON K. CHIJOKE-UCHE
Plaintiff,

v.

Civil Action
No. 19-4006

:
EQUIFAX INFORMATION SERVICES, LLC,
et al. :
Defendants.

O R D E R

AND NOW, this **9th** day of **March, 2023**, upon consideration of Defendant's Motion in Limine to Exclude Email Evidence (ECF No. 163), Defendant's Motion in Limine to Exclude Transcripts of Phone Calls (ECF No. 164), Plaintiff's Responses thereto (ECF Nos. 165, 166), and a hearing on the record, it is hereby **ORDERED** that:

1. Defendant's Motion in Limine to Exclude Email Evidence (ECF No. 163) is **TAKEN UNDER ADVISEMENT**. Plaintiff shall report to Defendant and the Court by **March 24, 2023** whether he has the original, electronic copies of the emails. If Plaintiff

has such original copies, Plaintiff shall produce the original emails with metadata to Defendant by **March 31, 2023**. If Plaintiff advises Defendant and the Court that he no longer has possession of the original emails, then Defendant shall take the necessary steps to obtain the original emails from the senders by **April 10, 2023**.

2. Defendant's Motion in Limine to Exclude Transcripts of Phone Calls (ECF No. 164) is **GRANTED**. Plaintiff shall not introduce the transcripts of the phone calls (Affidavits K2 and K3, ECF Nos. 73-23, 73-24) at trial.¹

It is **FURTHER ORDERED** that:

1. As previously stated, the case shall be *bifurcated* into a liability phase and a damages phase. See Order, ECF No. 134.

2. Because Plaintiff is proceeding *pro se* and will not have counsel available to question him while on the stand, Plaintiff **shall** submit a **NARRATIVE STATEMENT** of his case as to Defendant's liability, which will serve as his direct testimony at trial. Plaintiff shall file such narrative statement by **April 10, 2023**.

3. Plaintiff **shall** identify and *re-label* in numeric order (i.e., Exhibit 1, Exhibit 2, Exhibit 3) each of the exhibits that he proposes to offer during the course of his testimony as to Defendant's liability, and provide a brief description of each exhibit by **April 10, 2023**.

4. Defendant shall provide a proffer of the expected testimony of its witnesses as to liability by **April 10**,

2023. Defendant shall also file a list of exhibits that it seeks to introduce, describing each exhibit in brief and stating which witness(es) will testify as to which exhibits by **April 10, 2023.**

5. The parties shall file evidentiary objections to the admissibility of the exhibits and any motions to strike *proffered testimony* by **May 8, 2023.** Any responses to objections or motions to strike shall be filed by **May 29, 2023.**

6. A status conference and hearing on any such objections or motions shall be held on **June 26, 2023,** at **10:00 am** in Courtroom 15A, United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania.

AND IT IS SO ORDERED.

Eduardo C. Robreno
EDUARDO C. ROBRENO, J.

¹ These transcripts are not substantive evidence. To the extent there are circumstances under which a transcript may be admitted as substantive evidence, they are not present here in that the absence of the initial recording appears to be the result of lack of care by the Plaintiff, who recorded the calls.

APPENDIX M - CONTINUED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

JEFFREY SOLOMON K. CHIJIOKE-UCHE
Plaintiff, :

v.

Civil Action
No. 20-0216

:

GENERAL MOTORS,
Defendants.

O R D E R

AND NOW, this **20th** day of **April, 2023**, after a hearing on the record, it is hereby **ORDERED** that:

1. The case shall be bifurcated into a liability phase and a damages phase.

2. Because Plaintiff is proceeding *pro se* and will not have counsel available to question him while on the stand, Plaintiff **shall** submit a **NARRATIVE STATEMENT** of his case as to Defendant's liability, which will serve as the basis for his direct testimony at trial. Plaintiff **shall** file such *Narrative Statement* by **May 22, 2023**.

3. The parties shall exchange clean copies of all exhibits that they seek to introduce at trial, not including any affidavits, by **May 22, 2023**.

4. The parties shall provide a proffer of the expected testimony of their witnesses as to liability by **May 22, 2023**. The parties shall also file a list of exhibits that it seeks to introduce, describing each exhibit in brief and stating which witness(es) will testify as to which exhibits by **May 22, 2023**.

5. The parties shall file evidentiary objections to the admissibility of the exhibits and any motions to strike proffered testimony by **June 21, 2023**. Any responses to objections or motions to strike shall be filed by **July 6, 2023**.

6. A status conference and hearing on any such objections or motions shall be held on **July 24, 2023**, at **10:00 am** in Courtroom 15A, United States Courthouse, *601 Market Street, Philadelphia, Pennsylvania*.

AND IT IS SO ORDERED.

Eduardo C. Robreno
EDUARDO C. ROBRENO.

APPENDIX N: JURY DOCUMENT

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

CHIJOKE-UCHE, *Plaintiff*,

v.

GENERAL MOTORS

FINANCIAL, GMF, *Defendant*,

Civil Action

No. 19-cv-04006

AND CONTENT DELETED
BY JUDGE PAPPERT

CONTENT WITH
CHANGES

NARRATIVE
STATEMENT

CHIJOKE-UCHE, *Plaintiff*,

v.

GENERAL MOTORS, GM,

Defendant

Civil Action

No. 20-cv-00216

PLATIFF'S NARRATIVE STATEMENT

Start of Plaintiff's Narrative Statement:

A Jury Trial Direct Testimony

My name is *Dr. Jeffrey Chijioke-Uche*, I am *Pro Se* in this case and in this narrative statement "*readout*" I will refer to myself as the "***Plaintiff***." The purpose of this narrative statement is to present to the Jury and the Court that GMF is liable for Plaintiff's damages in this case, in its entirety. I implore you to please listen carefully as I take you to the history lane of this case:

THE CASE BACKGROUND

1. Plaintiff purchased the Vehicle ("Buick Encore, 2014") On May 27, 2017, From Chapman Chevrolet (Chapman Auto Group) For Personal, Family Or Household Purposes. ("See Exhibit 40").
2. Chapman Autogroup Owns Chapman Chevrolet & Chapman Ford ("See Exhibit Chp30")
3. Chapman Auto Group Is The Owner Of Chapman Chevrolet & Chapman Ford. Chapman Auto Group Sells General Motors's Vehicles As Chapman Chevrolet & The Vehicle They Sell Includes *Buick Encore, Chevy Cruze, And Others*. Chapman Auto Group Is General Motors LLC's official business partner for car selling.
4. ~~GENERAL MOTORS LLC and GENERAL MOTORS FINANCIAL GMF are one Company.~~
5. ~~GENERAL MOTORS LLC is the owner of GENERAL MOTORS FINANCIAL GMF.~~
6. ~~CHAPMAN AUTO GROUP, GENERAL MOTORS LLC, and GENERAL MOTORS FINANCIAL GMF are all parties bound by the RISC & Bill of Sale of May 27, 2017, which are undisputed Contracts evidence in this case ("See Exhibit 40").~~
- 9.6. Plaintiff traded-in his CHEVY CRUZE 2011 he previously purchased as a *brand-new car* from CHAPMAN CHEVROLET to purchase the BUICK ENCORE 2014 from Chapman Chevrolet ("See Exhibit 40"). The purchase agreement is known as: Retail Installment Sales Contract ("See Exhibit 40"). ~~General Motors' business unit ("General Motors Financial-GMF")~~ was the RISC assignee ("See Exhibit 40"). Chapman Autogroup Is General Motors LLC dealership. ("See Exhibit 40").

12. ~~The Retail Installment Sales Contract (RISC) IN its section 4 detailed the manufacturer's warranty and how it covers only vehicles purchased for personal, family or household purposes ("See Exhibit 40, Section 4: Warranties Seller Disclaims").~~

13. Plaintiff purchased the vehicle for: **personal, family, or household** purpose. CHAPMAN AUTOGROUP on May 27, 2017, read/reviewed the RISC section 4 ("Warranties Seller Disclaims") with Plaintiff. The manufacturer's Warranty stated by the RISC section 4 offered to Plaintiff by CHAPMAN AUTOGROUP is known as "Powertrain Limited Warranty" as explained to Plaintiff by the Chapman Auto Group (Chapman Chevrolet's) manager who signed the Sales Agreement on May 27, 2017 at the point of sale. ("See Exhibit 40"). The *Powertrain Limited Warranty* ("manufacturer's warranty") is for Vehicle purchased for **personal, family or household purposes** ("See Exhibit 40: Warranty Information"), ("See Exhibit 40: Section 4: Warranty Sellers Disclaims"), & ("See Exhibit 36: Powertrain Limited Warranty"). The *Powertrain Limited Warranty* ("manufacturer's warranty") terms and conditions coverage are 70,009 miles or 01/28/2020; whichever comes first ("See Exhibit 42") & ("See Exhibit 36"). Plaintiff received automated OnStar pre-automatic-diagnostics defect notice sent to Plaintiff by OnStar system artificial intelligence on August 24, 2018 ("See Exhibit 34"). Plaintiff took his vehicle to Chapman Auto Group service center on August 30, 2018. CHAPMAN AUTOGROUP on August 30, 2018, officially diagnosed the Vehicle of a defective Turbocharger when Plaintiff brought in the Vehicle with check-engine light, sluggish

acceleration, and reduced engine power (“*See Exhibit 35*”). The CHAPMAN AUTOGROUP’s service worker: **Mr. Robert Jackson** (“*See Exhibit 35*”) told Plaintiff on August 30, 2018 right after the *diagnosis* of the defective *turbocharger* that the Vehicle was safe to drive until General Motors LLC will send to them the replacement turbocharger usually within 12 - 15-days from August 30, 2018 & that the *Turbocharger* was under *Powertrain Limited Warranty* (“*See Exhibit 35*”); he also *advised* Plaintiff to request from General Motors LLC a replacement *Turbocharger* immediately & Plaintiff did on August 30, 2018. The *Turbocharger* is covered by Powertrain Limited Warranty (“*manufacturer’s express warranty*”) and the Vehicle was also covered under the Powertrain Limited Warranty (“*manufacturer’s express warranty*”) as confirmed by General Motors LLC’s customer service agent (“*See Exhibit 42*”) & (“*See Exhibit 36*”). ~~Plaintiff’s vehicles were under 70,009 miles as of August 30, 2018 when he first requested the replacement of the Turbocharger (“*See Exhibit 36*”) & the Warranty stated that the Vehicle’s Powertrain Turbocharger is covered up to 70,009 miles or until January 28, 2020; but the Vehicle was under 70,009 miles as of August 30, 2018 when the Turbocharger developed fault and was never replaced between August 30, 2018 — January 28, 2020 after Plaintiff requested Warranty service for replacement. — Plaintiff contacted GENERAL MOTORS LLC on August 30, 2018, for the first time to request for the Turbocharger which was covered by the manufacturer’s warranty (“Powertrain Limited Warranty”) and Plaintiff continued to contact General Motors LLC even after the accident for a period of 10-~~

months but the *Turbocharger* was not sent nor replaced (“*See Exhibits: 1-12*”), thus, the 10-months exceeded the 12 – 15 days estimated by Chapman Chevrolet LLC’s service technician. GENERAL MOTORS LLC verified that the Vehicle was covered by Powertrain Limited Warranty after reviewing to see if the Vehicle is covered by the manufacturer’s warranty (“*Powertrain Limited Warranty*”) offered by ~~CHAPMAN-CHEVROLET & GENERAL MOTORS LLC~~ via Sellers’ “*Used Car Warranty*” & the RISC section 4 (“*See Exhibit 42*”). Plaintiff purchased the Vehicle for ~~personal, family or household purposes~~. As required by the Manufacturer’s warranty offered to Plaintiff via Used Car Warranty of the Sales Agreement. (“*See Exhibit 40*”). Pursuant to the RISC (“~~the Contract~~”) of May 27, 2017, ~~General Motors Financial — GMF~~ (“~~a business owned by General Motors LLC~~”) is bound by the Contract as the first party on the Contract THAT collected monthly payments from Plaintiff where Plaintiff NEVER MISSED any payment (this is undisputed). Pursuant to the RISC section 4 (“*Warranty Sellers Disclaims*”), GENERAL MOTORS LLC (“~~the owner of General Motors Financial — GMF~~”) & (“~~the vehicle manufacturer~~”) is the “manufacturer” defined by the RISC responsible for the supply of the ~~manufacturer’s warranty~~ which covered the turbocharger. Pursuant to the RISC (“~~the Contract~~”) of May 27, 2017, the Section 4 of the RISC of May 27, 2017 known as *Warranties sellers disclaims* terms and conditions are as follows: WARRANTIES SELLER DISCLAIMS *The following paragraph does not affect any warranties covering the vehicle “manufacturer” may provide. The following*

~~paragraph also does not apply at all if you bought the Vehicle primarily for personal, family or household use. Unless the Seller makes a written warranty or enters 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 here will be no implied warranties of merchantability or of fitness for a particular purpose. ("See Exhibit 40: Section 4, Warranties Sellers Disclaims").~~

PLAINTIFF'S INCIDENT HISTORY
(10-MONTHS – MONTH-BY-MONTH)

The August 2018 Incidents:

On **August 24, 2018**, after visiting the Chapman's service shop previously & several times for engine problems, Plaintiff on this day received an automated alert from *OnStar diagnostics* intelligence that his vehicle's turbocharger had an issue ("See *EXHIBIT 34*"). This automated electronic alert advised the Plaintiff to schedule a service with a Dealership so that the issue with the turbocharger would be fixed. The turbocharger is part of the vehicle's powertrain engine and transmission system. On **August 30, 2018**, Plaintiff experienced that his vehicle had a severe *sluggish acceleration* problem. Plaintiff took his car to General Motors LLC ("the owner of *General Motors Financial—GMF*") dealership, Chapman (Chevrolet, Essington Ave. service shop, Philadelphia, PA) for diagnosis – which was where he bought the car and does all the services. The dealership service shop diagnosed the car to have *check-engine light on*, *reduced engine power*, and *sluggish acceleration* because of defective powertrain turbocharger ("See

EXHIBIT 35). The dealership service shop indicated that the defective powertrain turbocharger was under active manufacturer's Powertrain Limited Warranty, provided by General Motors LLC (~~"the owner of General Motors Financial GMF"~~). On **August 30, 2018**, Plaintiff was advised by Chapman (*Essington Ave. service shop Philadelphia, PA*) to contact General Motors LLC. (~~"the owner of General Motors Financial GMF"~~) so that they will send a powertrain turbocharger replacement to Plaintiff's any nearest Chapman dealership. ("See *EXHIBIT 35*"). On **August 30, 2018**, Plaintiff was told by Chapman (*Essington Ave. service shop Philadelphia, PA*) to go home with his vehicle and that he could drive it until it will be fixed but to be aware that once General Motors LLC (~~"the owner of General Motors Financial GMF"~~) sends the powertrain turbocharger, that Plaintiff would need to return his car to the dealership to leave it there for several days without driving it for service to complete. He was told by the service shop that it could take General Motors LLC (~~"the owner of General Motors Financial GMF"~~) up to 5 business days to send the powertrain turbocharger for replacement. So, the service shop certified that Plaintiff could drive his vehicle in the meantime – as of August 30, 2018. ("See *EXHIBIT 35*"). On **August 30, 2018**, Plaintiff contacted General Motors LLC (~~"the owner of General Motors Financial GMF"~~) to request for the powertrain turbocharger replacement and followed up to know when it will be supplied. ("See Affidavit E1, Affidavit E2, Affidavit E3, Affidavit E4, Affidavit E5, Affidavit E6, Affidavit E7, Affidavit E8, Affidavit E9, & Affidavit E10"). The September 2018 Incidents:

General Motors LLC on **September 1, 2018**, told Plaintiff that they will send the powertrain turbocharger to the dealership nearest in few days within September of 2018. General Motors LLC (~~“the owner of General Motors Financial GMF”~~) acknowledged that the powertrain turbocharger was on Plaintiff’s active and valid *Powertrain Limited Warranty*. (“See *EXHIBIT 42*”). By **September 13, 2018**, General Motors LLC (~~“the owner of General Motors Financial GMF”~~) never sent the powertrain turbocharger as promised within this period. General Motors LLC (~~“the owner of General Motors Financial GMF”~~) is obligated to replace the Plaintiff’s car part (~~powertrain turbocharger~~) ~~according to the manufacturer’s Powertrain Limited Warranty~~ General Motors LLC (~~“the owner of General Motors Financial GMF”~~) provided to Plaintiff at the time the Plaintiff purchased the vehicle on *May 27, 2017*, from *Chapman (Chevrolet, Essington Ave. service shop, Philadelphia, PA)*. The *Powertrain Limited Warranty* was valid at the time and due to expire on *1/28/2020* or at *70,009 miles*, and the Plaintiff’s vehicle was under *60,000 miles*. (“See *EXHIBIT 42*”). On **September 20, 2018**, Plaintiff continued to request the powertrain turbocharger from General Motors LLC (~~“the owner of General Motors Financial GMF”~~), but they communicated to Plaintiff in writing where they stated that they do not know the estimated time of arrival of when they will send the powertrain turbocharger because it is on national backorder (“See *Exhibits 1-12*”). It was a typical hopeless situation as by the end of September, but General Motors continued to promise that they would send a

replacement of the defective powertrain turbocharger. It was the same promise since August 30, 2018. By September 30, 2018, it became 30 days since the Plaintiff opened the request. The October 2018 Incidents: By **October 1, 2018**, General Motors LLC (~~“the owner of General Motors Financial—GMF”~~) still did not send the replacement *powertrain turbocharger* for Plaintiff’s car as they continued to state that it was on national backorder (*“See Exhibits 1-12”*). This is no fault of the Plaintiff. On **October 7, 2018**, while Plaintiff was driving his car to the *Philadelphia international Airport* because he had a Flight to board, as he was heading to Florida for Professional IT Conference where Plaintiff was scheduled to present IT papers; on the highway, ~~the powertrain turbocharger failed by turning off~~ dashboard power of the car turned off and caused the Plaintiff to lose control of the car. Police officer added that this to the police report. The vehicle got into an accident which almost killed the Plaintiff. *General Motors LLC* (~~“the owner of General Motors Financial—GMF or GMF”~~) *“neglected”* its obligation of replacing the Plaintiff’s ~~powertrain turbocharger~~ that was under active manufacturer’s Powertrain Limited Warranty which led to the vehicle they sold to the Plaintiff through *Chapman dealership* attempted to murder the Plaintiff on *the October 7, 2018, accident* because of the faulty ~~powertrain turbocharger~~ General motors failed to replace. At the accident scene on **October 7, 2018**, Plaintiff called *General Motors LLC* (~~“the owner of General Motors Financial—GMF”~~) on the phone (*“placed call on external Speaker so that everyone can hear in including the State Trooper at the accident scene”*), Plaintiff let

General Motors LLC know that his vehicle got into an accident. ~~because of the faulty/defective powertrain turbocharger which the Plaintiff had been asking General Motors LLC for replacement since August 2018 but General Motors LLC ("the owner of General Motors Financial — GMF") out of its "negligence" failed to send the replacement.~~ General Motors on that phone conversation on *October 7, 2018*, told Plaintiff for the first time *NOT* to drive the car anymore until the car's *powertrain turbocharger* is fixed; and Plaintiff never drove the vehicle again, henceforth. ~~The State Trooper on the accident scene is a witness to the phone call & can testify at the Jury trial. Plaintiff will call the State Trooper for witness at the Jury trial.~~ The State Trooper that arrived at the accident scene on **October 7, 2018**, towed Plaintiff's car to the *City of Philadelphia Parking Authority (PPA)* facility and told Plaintiff to go there to retrieve his car upon return from his Florida trip. The State Trooper also gave the Plaintiff a "lift" by driving him to the train station ("**30TH Street Train Station**") so that Plaintiff can take a train to Philadelphia International Airport where he will board a flight to Florida for his International Technology Conference. Plaintiff traveled to Florida after the accident via Delta Airlines Flight on *October 7, 2018* ("**See EXHIBIT 45**"). On **October 19, 2018**, Plaintiff upon returning from his Florida trip, went to the *City of Philadelphia Parking Authority (PPA)* facility, paid the car storage fees ("**See Exhibit 17**"), then towed the car to his house, while he restarted the request of the turbocharger from General Motors LLC. On **October 19, 2018**, while the vehicle was parked at Plaintiff's residence, Plaintiff continued to

make monthly payments to General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) even when Plaintiff was not driving the vehicle due to the ~~defective~~ powertrain turbocharger & the ~~accident. caused by the defective powertrain turbocharger.~~ Plaintiff's monthly payment was \$xxx.xx(Redacted). Plaintiff has a clean payment record with General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) and had never missed a payment. For payment records: ("See EXHIBIT 16"). On May 27, 2017 when Plaintiff bought his General Motors vehicle (Buick Encore 2014) from Chapman (Chevrolet, Essington Ave. service shop, Philadelphia, PA) which is a GM dealership, they offered Plaintiff a Finance enrollment for the car to be General Motors Financial - GMF, a Business owned by General Motors LLC d/b/a General Motors Financial GMF/AmeriCredit Corp. and headquartered in Fort Worth, Texas), ("See EXHIBIT 40"). The same company General Motors LLC ("the owner of General Motors Financial GMF") that provided Powertrain Limited Warranty to the Plaintiff, refused to honor the warranty they provided, is the same company that do business as General Motors Financial GMF which continued to take monthly payments of \$xxx.xx(Redacted) from the Plaintiff even when the same company General Motors LLC ("the owner of General Motors Financial GMF") refused to honor the warranty which led to an accident on October 7, 2018 that almost killed the Plaintiff. Their 'knowingly' refusal to replace the powertrain turbocharger for Plaintiff was an indirect attempt to murder Plaintiff via the accident of October 7, 2018, because as a vehicle manufacturer &

~~seller, General Motors LLC (“the owner of General Motors Financial GMF”)~~ knew that a faulty powertrain turbocharger could be dangerous if not replaced immediately, yet they failed to send a replacement. Still on **October 19, 2018**, Plaintiff also continued to ask General Motors LLC (~~“the owner of General Motors Financial GMF”~~) to send the powertrain turbocharger, which was under *Powertrain Limited Warranty*, but all the efforts proved abortive as General Motor maintained that they do not know the estimated time of arrival (ETA) of when the powertrain turbocharger would be available as it is on national backorder. They did not send it. As of October 7, 2018, General Motors LLC (~~“the owner of General Motors Financial GMF”~~) did not send the powertrain turbocharger the Plaintiff has been requesting since August of 2018. Since the accident of October 7, 2018, the Plaintiff commenced the renting of car out-of-pocket (See EXHIBIT I). The November 2018 Incidents: Throughout the month of **November 2018**, Plaintiff continued to ask General Motors LLC (~~“the owner of General Motors Financial GMF”~~) for the *powertrain turbocharger*, General Motors LLC (~~“the owner of General Motors Financial GMF”~~) did NOT in fact provide any positive response as to when they will supply the *powertrain turbocharger* (“See Affidavit E4”). When Plaintiff spoke to General Motors Financial - GMF/sales department (*General Motors Financial – GMF sales*) after making his *November 2018* monthly payment as set aside by the “*Retail Installment Sales Contract*” (RISC), they told Plaintiff that they are aware that *General Motors LLC* was working on sending the *powertrain turbocharger* when it is ready, but it was

not obvious when they will send it. GM Financial also confirmed that they received his November payment of \$xxx.xx(Redacted). ~~Plaintiff was being dribbled around by both General Motors LLC & General Motors Financial - GMF and it was obvious that they were not willing to honor the Powertrain Limited Warranty they provided at the time of jointly executing the "Retail Installment Sales Contract" (RISC) with the Plaintiff on May 27, 2017.~~ This triggered anguish on the Plaintiff. He is not supposed to suffer like this because he purchased a vehicle from General Motors LLC & General Motors Financial - GMF. He was a good customer, making his payment on time and wanted to have his car back - up & running. He never missed a payment. General Motors LLC & General Motors Financial - GMF subjected Plaintiff to anguish & torture by damaging his credit file. The December 2018 Incidents: On **December 06, 2018**, Plaintiff was told by *General Motors LLC* (~~"the owner of General Motors Financial - GMF"~~) to take his car to the nearest *Dealership* so that they will send the *powertrain turbocharger* to that dealership location for repairs ("See **EXHIBIT 12**"). Plaintiff approached *Chapman (Chevrolet, Essington Ave. service shop, Philadelphia, PA)* visiting the facility but the service desk told Plaintiff that their location offers only "ENGINE" services; since Plaintiff's vehicle now require "engine & body" services, they advised Plaintiff to take the car to *Chapman's next location(office)* which is: *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, they indicated that over there they offer both "Engine & Body" services. On **December 27, 2018**, Plaintiff towed his car to *Chapman (Roosevelt Blvd service shop, Philadelphia,*

PA). Plaintiff's car remained at this *Chapman's location* waiting on General Motors LLC (~~“the owner of General Motors Financial GMF”~~) to send the *powertrain turbocharger* for replacement as required by the *Powertrain Limited Warranty* of the vehicle as well as fix the dented body damage from the accident of October 7, 2018. ~~Which was caused by the failed powertrain turbocharger while Plaintiff was on the highway heading to Philadelphia international airport.~~ (See **EXHIBIT 37**). On **December 27, 2018**, Plaintiff discussed with *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)* about the work involved in the services and mode of payment. The Plaintiff towed the vehicle to the service shop and the Chapman service shop did an intake of the vehicle for work: *First work(engine):* Powertrain Turbocharger replacement (Requested on August 30, 2018). *Second work(body):* Passenger Side body dent repair (October 7, 2018, accident). Scheduled Services Mode: “General Motors” was supposed to pay for the powertrain turbocharger replacement (See **EXHIBIT 12**). “Plaintiff” *agreed* to pay for the body little dent work. The Plaintiff's insurance company never made any statement about the vehicle's condition or inspected the vehicle. The Plaintiff's insurance company only evaluated the Plaintiff's medical injury from the accident of *October 7, 2018* where the Plaintiff's insurance company told the Plaintiff to submit his medical expenses for reimbursement (See **EXHIBIT 38**). Order of Vehicle Scheduled Work: ENGINE: Powertrain turbocharger replacement: scheduled [1st.] This work is contingent to General Motors supply of the powertrain turbocharger. This cannot be completed unless General Motors LLC (~~“the owner~~

~~of General Motors Financial GMF~~) supplied the powertrain turbocharger. General Motors FAILED to supply the turbocharger. BODY: Passenger side slight dented work: scheduled [2nd.] This work cannot be completed unless the ENGINE work is completed. Thus, this work is contingent on (i) and cannot be re-ordered. Work can only be completed after ENIGINE work. By **December 31, 2018**, Plaintiff was still asking ~~General Motors LLC~~ (~~"the owner of General Motors Financial GMF"~~) to send the powertrain turbocharger², but they still DID NOT send the powertrain turbocharger as promised. They started saying again that they do not know the ETA of when the *powertrain turbocharger* would be available as it was still on national **backorder**; this at this point breached the offered Warranty, that is warranty offered by itself: ~~General Motors~~ (~~"the owner of General Motors Financial GMF, the defendant in this case"~~) as Sseveral months has passed and they still have not replaced the *powertrain turbocharger*. The January 2019 Incidents: On **January 4, 2019**, Plaintiff contacted General Motors LLC (~~"the owner of General Motors Financial GMF"~~) about the *powertrain turbocharger* and reminded them that the *Powertrain Limited Warranty* was due for expiry on 1/28/2020, but they assured Plaintiff that they will send the powertrain turbocharger within 7 days ("See Exhibits: 1-12"). Plaintiff waited for another 7 days and they did not send the powertrain turbocharger. Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them about the continued delay in supplying the *powertrain turbocharger*. On **January 14, 2019**, Plaintiff contacted General Motors (~~"the owner of General~~

~~Motors Financial — GMF~~) about the *powertrain turbocharger*³ and they told Plaintiff that they were still working on it as it was still on backorder (“*See Exhibits: 1-12*”). They told the Plaintiff that they will send the *powertrain turbocharger* by 1/28/2020. They never did. Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them again after the promised date about the continued delay in supplying the *powertrain turbocharger*. Also, on this day, Chapman Ford sent to Plaintiff preliminary body repair estimate. Subsequently, they told Plaintiff that they are not charging him storage fee because they are doing two sets of work (“*See Exhibit 11*”). The February 2019 Incidents: On **February 11, 2019**, Plaintiff contacted General Motors (~~“the owner of General Motors Financial — GMF”~~) about the *powertrain turbocharger* and they told him yet again that it was still on national backorder and that they do not know when it will become available (“*See Exhibit 7*”). They told him to check back on or after one week and also told Plaintiff NOT to remove the vehicle from Chapman’s facility due to the risk involved. It was as frustrating moment for the Plaintiff. He had endured so much about this request. Plaintiff went to *Chapman*, to update them about the continued delay in supplying the *powertrain turbocharger*. On **February 27, 2019**, Plaintiff contacted General Motors LLC (~~“the owner of General Motors Financial — GMF”~~) about the *powertrain turbocharger*⁴ and they responded and maintained that they do not have an ETA as to when the vehicle part will be available (“*See Exhibits: 1-12*”). ~~It is even embarrassing that a vehicle manufacturer like General Motors told a~~

~~product consumer(Plaintiff) that they cannot manufacture their own vehicle parts which was under warranty they promised the buyer.~~ Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them about the continued delay in supplying the *powertrain turbocharger*. The Plaintiff maintained contacts with the Chapman facility ("Service Shop"). This was to ensure that the service center was aware of the delay in supplying the powertrain turbocharger by General Motors. The March 2019 Incidents: On **March 7, 2019**, Plaintiff contacted General Motors ~~("the owner of General Motors Financial GMF")~~ about the *powertrain turbocharger* and they continued the excuse that the part is still on ***national backorder***, and they still do not know when it will be available for the Plaintiff ("***See Exhibits 1-12***"). They left the Plaintiff ~~hopeless and yet another disappointment.~~ Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them about the continued delay in supplying the *powertrain turbocharger*. On **March 29, 2019**, Plaintiff contacted General Motors ~~("the owner of General Motors Financial GMF")~~ about the *powertrain turbocharger*⁵ and he was told that the situation has not changed and that they still do not know when the vehicle part will be available ("***See Exhibit 10***"). Thus, it was indeed another disappointment as the *powertrain turbocharger* was not delivered by the warrantor General Motors ~~("the owner of General Motors Financial GMF")~~, Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update them about the continued delay in supplying

the *powertrain turbocharger*. The April 2019 Incidents: On **April 3, 2019**, Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update a Chapman's representative called "Ronnie Ramel" about General Motors (~~"the owner of General Motors Financial - GMF"~~) continued delay in supplying the *powertrain turbocharger*. Chapman's representative became very "*angry*" upon hearing that *General Motors* is not ready to supply the powertrain turbocharger so that they can do the scheduled services. On **April 10, 2019**, Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update a Chapman's representative called "*Ronnie Ramel*" about *General Motors*' continued delay in supplying the *powertrain turbocharger*. The Chapman's representative expressed that he has the initiation to lose "*patience*" as neither *General Motors* (~~"the owner of General Motors Financial - GMF"~~) is not ready to help in the supply of the powertrain turbocharger which was under warranty. The representative exhibited anger towards the Plaintiff even when the Plaintiff do not have control over General Motors (~~"the owner of General Motors Financial - GMF"~~) inability to supply the *powertrain turbocharger*. On **April 18, 2019**, Plaintiff went to *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)*, to update a Chapman representative called "Ronnie Ramel" about *General Motors LLC* (~~"the owner of General Motors Financial - GMF"~~) continued delay in supplying the *powertrain turbocharger*. The Chapman's representative said that "*if*" General Motors or General Motors Financial - GMF are not going to supply the powertrain turbocharger which

was actively under *Powertrain Limited Warranty*. The Chapman's representative also stated that he does not understand why General Motors (~~"the owner of General Motors Financial - GMF"~~) would not provide vehicle part (powertrain turbocharger) which was under warranty, he reiterated that the vehicle has been at the Chapman's service shop since December 2018. Plaintiff told Chapman representative that he would return the next day for an update on the powertrain turbocharger he was expecting from General Motors LLC (~~"the owner of General Motors Financial - GMF"~~) since August 30, 2018, which of course General Motors failed to honor its Powertrain Limited Warranty. Plaintiff contacted General Motors LLC (~~"the owner of General Motors Financial - GMF"~~) to let them know that they violated the warranty Act. On **April 29, 2020**, *unbeknownst* to the Plaintiff, the Chapman's representative of *Chapman (Roosevelt Blvd service shop, Philadelphia, PA)* called General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) and told them to come to the facility to "take away" the Plaintiff's vehicle "*if*" they will NOT supply the *powertrain turbocharger*⁶ part which was under warranty so that they can complete the scheduled service ("See Exhibit N, subpoena response for scheduled service"). The Chapman's representative⁷ informed General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) that the vehicle has been in their service garage since December 2018. Plaintiff was told about the phone call Chapman representative made to General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) on May 6, 2019, after the unlawful

repossession of his vehicle by General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~). Plaintiff went to Chapman's office to enquire about his vehicle's whereabouts because nobody spoke to Plaintiff on April 29, 2019, and he was told about the phone call. The May 2019 Incidents: As of **May 1, 2019**, Plaintiff's vehicle continued to stay at Chapman (Roosevelt Blvd service shop, Philadelphia, PA) waiting for General Motors (~~"the owner of General Motors Financial - GMF"~~) to send the powertrain turbocharger⁸ as required by the vehicle's ~~Powertrain Limited Warranty~~. However, General Motors (~~"the owner of General Motors Financial - GMF"~~) failed to send the powertrain turbocharger, which was under Warrany coverage as of May 1, 2019, breaching the warranty they provided which was active until 1/28/2020 (See EXHIBIT 42, Buick Warranty, page 3). During this waiting time at Chapman (Roosevelt Blvd service shop, Philadelphia, PA), Plaintiff continued to pay to General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) the car monthly payments. Plaintiff NEVER missed a payment in the history of General Motors Financial - GMF account as of May 1, 2019, and the same time Plaintiff was not driving the car; he was renting a car the whole time ("See Exhibit 19"). On **May 6, 2019**, unbeknownst to Plaintiff, General Motors Financial - GMF (~~"a Business owned by General Motors"~~) went to Chapman (Roosevelt Blvd service shop, Philadelphia, PA) and then "unlawfully" repossessed Plaintiff's 2014 Buick Encore without any prior NOTICE to Plaintiff; even when the Plaintiff do not owe any back-payment to General Motors Financial - GMF (~~"a~~

~~Business owned by General Motors LLC~~). Plaintiff payment **was current** and Plaintiff only wanted to repair his vehicle diagnosed of defective powertrain turbocharger & the body dent from the accident of October 7, 2018 ~~caused by defective powertrain turbocharger~~. Plaintiff was told by General Motors to take his vehicle to Chapman Auto Group service facility. On **May 6, 2019**, Plaintiff received an automated alert via a credit report security monitoring app which flagged that General Motors Financial - GMF (~~a Business owned by General Motors LLC~~) placed negative items to Plaintiff's credit report via Equifax, Experian, and Transunion. The Plaintiff logged online to review his report and confirmed that General Motors Financial - GMF (~~a Business owned by General Motors LLC~~) had posted a **negative items** to his credit file which says: [Charge-Off, Repossession, Failed-to-pay, & Voluntary Surrender]: To be very clear: Plaintiff did NOT voluntarily surrender his car "neither" did Plaintiff call General Motors/General Motors Financial - GMF to go to Chapman (Roosevelt Blvd service shop, Philadelphia, PA) and repossess the car. Plaintiff do **not** have any reason to voluntarily surrender his car because he wanted to repair his vehicle for work travels and was "current" on his payment as he has never missed a payment. Plaintiff did not fail to pay. Plaintiff **never** missed a payment. He was current in payments as of the time of the illegal repossession. General Motors did not replace Plaintiff's powertrain turbocharger that the Plaintiff requested for since August of 2018 which was now a "Breach of Warranty." On **May 6, 2019**, it was verified that General Motors Financial - GMF (~~a Business owned~~

~~by General Motors~~) illegally repossessed Plaintiff's vehicle from Chapman Auto Group (Roosevelt Blvd service shop, Philadelphia, PA). Repossession of Plaintiff's vehicle by General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) was "illegal" and it was an attempt for ~~General Motors Financial - GMF~~ (~~"a Business owned by General Motors"~~) to ~~cover General Motors~~ (~~"the owner of General Motors Financial - GMF"~~) violation of MMWA, (P.L. 93-637) 15 U.S.C. ch. 50 §2301 et seq. Both General Motors Financial - GMF and General Motors are one company (~~"See EXHIBIT 33"~~). General Motors Financial - GMF (~~"a Business owned by General Motors"~~) reported "falsely & inaccurately" about Plaintiff's credit file to all the 3 credit reporting agencies in the country (Transunion, Equifax, Experian) with "negative" payment record (~~"See Exhibits: 28-32, 39, 41"~~). On May 6, 2019, after the inaccurate reporting, Plaintiff's credit report file was damaged as the "payment status" were the following negative items and it reads:

- Failed To Pay (*Unable to Pay As Agreed And Missed Payment[S]*).
- Voluntarily Surrender (*Could Not Pay As Agreed, Missed Payment, & Returned Vehicle*).
- Charged Off (*Unable To Pay As Agreed On Risc, Missed Payment[S], Vehicle Repossessed*).
- Repossession (*unable to pay as agreed and missed payment[s]*). On **May 7, 2019**, Ronnie Ramel (Chapman's representative) told Plaintiff (*In-Person*) that on "May 6, 2019") General Motors Financial - GMF (~~"a Business owned by General Motors"~~) repossessed his vehicle at their dealership service shop: *Chapman Auto Group (Roosevelt Blvd service*

shop, Philadelphia, PA). On May 7, 2019, Plaintiff called General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~), the phone number he dialed was 1-800-284-2271. The purpose of the call was to find out: *Why his car was taken from Chapman Auto Group, Where his car was taken to because the Turbocharger was not repaired yet.* General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) customer service "**refused**" to **disclose** to the Plaintiff **why** his car was taken and **where** his car was taken to. The General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) customer service representative was instructed by ~~General Motors LLC ("the owner of General Motors Financial - GMF")~~ **not** to disclose any information to the Plaintiff about his car *whereabout*.

PLAINTIFF's PHONE CONVERSATION
WITH GENERAL MOTORS FINANCIAL

- MAY 7, 2019

A narrative of what happened during this conversation: Plaintiff dialed: 1-800-284- 2271

The Call duration was: 23 minutes

Plaintiff called GMF & the GMF representative picked up on the other side:

Plaintiff said:

- *Hello, GM Financial customer services, how can I help you? Uhm, my name is Jeffrey Solomon Chijioke-uche and I am a customer. I need to make some enquiries about my car.*

GMF Representative said:

- *This call may be monitored or recorded for quality and training purposes.*

Plaintiff said:

• Ehm, that is fine, I am taking down notes and records on this call as well for my records because I do not know where my vehicle is now. So, the problem is, General Motors told me to take my car to the dealership for my turbocharger repairs and slight body dent work caused by an accident on October 7, 2018. General Motors was supposed to supply the replacement of the turbocharger which was under warranty. I requested the turbocharger since August 2018. But as of today, the warranty was not honored by General Motors. Surprisingly yesterday, I got an electronic alert via credit monitoring app that GM Financial placed repossession on my credit file for failed to pay. I have never missed a payment. My purpose of this call is to find out why my car was illegally repossessed and where it was taken to.

GMF Representative said:

• Yes, your payment is up to date based on our records without any missed payment.

Plaintiff said:

• But why was my car illegally repossessed then by GM Financial and GM Financial posted negative payment status on my credit file as failed to pay? I want to know where my car is as well. That is the purpose of this call. I am going crazy here.

GMF Representative said: I will place you on hold for few minutes to research few things, talk to some people, and I will be right back.

Plaintiff said:

Ok. That's fine by me.

GMF Representative said:

• I am still here, still researching few things regarding

your record.

Plaintiff said:

- *Ok.*

GMF Representative said:

- *Please keep holding, I am still reviewing few things.*

Plaintiff said:

- *Ok.*

GMF Representative said:

- *I am almost done, please bear with me.*

Plaintiff said:

- *Ok.*

GMF Representative said:

- Hello, thank you for holding. From what I learned; I am advised by General Motors Buick unit not to disclose any further information to you at this time.

Plaintiff said:

- So, what am I supposed to do?

GMF Representative Phone Line:

She hung up the call on me as soon as I asked the question.

L. G. On May 8, 2019, Plaintiff once again, dialed and called General Motors Financial - GMF customer service⁹ phone line on 1-800-284-2271, since the call of May 7, 2019 was not fruitful. The purpose of the phone call was to find out the following:

a) *Why his vehicle was "unlawfully" repossessed by General Motors Financial - GMF?*

b) *Where his vehicle was taken to?* On May 8, 2019, like the previous day phone call, the General Motors Financial - GMF ("a Business owned by General Motors LLC") representative, again told the Plaintiff that they were advised by General Motors LLC ("the

~~owner of General Motors Financial - GMF~~) not to disclose any information to him. The representative said to the Plaintiff, *"tell your attorney to call us for negotiation, there is nothing I can do to help you."* Before the Plaintiff could ask a question, the representative hung up the call, like the previous day.

PLAINTIFF PHONE CONVERSATION
WITH GENERAL MOTORS FINANCIAL

- MAY 8, 2019

A narrative of what happened during this conversation: Plaintiff dialed: 1-800-284- 2271 *The Call duration was: 20 minutes. Phone rang on the other side & GMF Representative picked up: GMF Representative said:*

• *Hello, GM Financial customer services, how can I help you?*

Plaintiff said:

• *Hello, my name is Jeffrey. I called yesterday to try to find out why my car was illegally repossessed by GM Financial and where my car was taken to.*

GMF Representative said:

• *Please be aware that this call may be monitored or recorded for quality and training purposes. Yes, I see your details from your caller ID. So, I have all your information here.*

Plaintiff said:

• *Um, also be aware that I may be taking some notes or records on this call as well, because nobody is telling me anything about my car. So, can you provide me information on why my car was illegally repossessed? Because I am emotionally distressed right now as nobody from GM Financial or General Motors is providing me with any information with respect to my car where about.*

GMF Representative said:

- *You were advised yesterday that we are not able to provide you with any further information, uhm, I am not sure how you want me to help you at this time.*

Plaintiff said:

- *Okay. Ehm, what you are saying is that you cannot tell me why GM Financial illegally repossessed my car and you will not tell me where my car was taken to? Be aware that I only took my car to Chapman service center for repairs as directed by General Motors and I have never missed any payment. So, why was my car illegally repossessed? General Motors also did not supply the turbocharger which is under warranty. Can someone tell me what is going on?*

GMF Representative said:

- *Again, we are advised not to disclose any further information to you. Tell your attorney to call us for negotiation, there is nothing I can do to help you at this time.*

Plaintiff said:

- *Ehm, Hello! Hello! Hello! are you still there? I think she hung up on me.*

GMF Representative Phone Line:

She hung up the call on me.

J.I. On May 11, 2019, Plaintiff sent a dispute letter to General Motors Financial - GMF (~~"See Exhibit 14"~~) to let them know that he does not owe General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) \$xxx.xx(Redacted) because Chapman (Roosevelt Blvd service shop, Philadelphia, PA) agreed not to charge Plaintiff any storage fee if they will do the work scheduled for the vehicle when

General Motors LLC (~~“the owner of General Motors Financial-GMF”~~) send the ~~powertrain turbocharger~~. (See EXHIBIT 14). On May 22, 2019, Plaintiff sent disputes¹⁰ letters to Transunion, Experian, And Equifax so that they will remove from the Plaintiff's credit file, the “negative” or inaccurate information furnished by GMF. (See EXHIBIT- 14). The 3-credit bureau¹¹ sent letters to Plaintiff to say that they completed the dispute investigation as they notified GMF about the dispute as required by FCRA for disputed items. When Plaintiff checked, they did not remove the negative items and it continued to damage the Plaintiff (“See Exhibits: 27-31,39,41,43”).

PLAINTIFF NEVER MISSED PAYMENTS

Plaintiff made ALL his payments ON-TIME to General Motors Financial (~~“a business owned by General Motors LLC”~~) and **never** missed any payment (“See Exhibit 16”). The payment records is as follows: June 2017 Payment: “Start of Payment as designated by the RISC”; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”).; July 2017 Payment: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”).; August 2017 Payment:: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”).; September 2017 Payment:: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”). October 2017 Payment:: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”).; November 2017 Payment:: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”).; December 2017 Payment:: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”).; January 2018 Payment:: Plaintiff Paid \$xxx.xx(Redacted) on

time to GM Financial ("See EXHIBIT 16"); February 2018 Payment:; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial("See EXHIBIT 16").; March 2018 Payment:; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial("See EXHIBIT 16").; April 2018 Payment: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial("See EXHIBIT 16").; May 2018 Payment: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial("See EXHIBIT 16").; June 2018 Payment: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial("See EXHIBIT 16").; July 2018 Payment: Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").; August 2018 Payment: "Vehicle Diagnosed of Defective Turbocharger"; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").; September 2018 Payment: "Vehicle still waiting for Turbocharger."; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").; October 2018 Payment: "Plaintiff Stopped Using Vehicle Due to Turbocharger Problem"; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial("See EXHIBIT 16").; November 2018 Payment: "Vehicle still waiting for Turbocharger"; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").; December 2018 Payment: "Vehicle still waiting for Turbocharger."; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial ("See EXHIBIT 16").; January 2019 Payment: "Vehicle still waiting for Turbocharger."; Plaintiff Paid \$xxx.xx(Redacted) on time to GM.

Table 1.0.1: Summary of Plaintiff's Excellent Payment Record Chart Journal

2019	2018
JAN: Payment due on 26 th PAID	JAN: Payment due on 26 th PAID
FEB: Payment due on 26 th PAID	FEB: Payment due on 26 th PAID
MAR: Payment due on 26 th PAID	MAR: Payment due on 26 th PAID
APR: Payment due on 26 th PAID	APR: Payment due on 26 th PAID
2019 - Continued	2018 - Continued
MAY: <ul style="list-style-type: none"> • <i>Payment due on 26th</i> • * GMF illegally repossessed vehicle on May 6, 2019, to cover GM's violation of MMWA, thus, breached FCRA by publishing "<i>failed to Pay</i>" on Plaintiff's CRAs files when the plaintiff never missed any payment based on this payment record. 	MAY: Payment due on 26 th PAID
The plaintiff is a good customer who paid on time and never defaulted on RISC. GMF breached the contract (the "RISC") and violated the FCRA by continued to furnish inaccurate information on Plaintiff's credit file after receiving Plaintiff's dispute letter. CRAs also violated FCRA by reporting the inaccurate information after receiving Plaintiff's dispute letters.	JUN: Payment due on 26 th PAID
	JUL: Payment due on 26 th PAID
	AUG: Payment due on 26 th PAID
	SEP: Payment due on 26 th PAID
	OCT: Payment due on 26 th PAID
	NOV: Payment due on 26 th PAID
	DEC: Payment due on 26 th PAID
2017	
MAY:	JUN: Payment due on 26 th PAID

On this day, the <i>RISC</i> (contract) was signed on the 27 th with GMF.	
JUL: Payment due on 26 th PAID	AUG: Payment due on 26 th PAID
SEP: Payment due on 26 th PAID	OCT: Payment due on 26 th PAID
NOV: Payment due on 26 th PAID	DEC: Payment due on 26 th PAID

• 2019 Payment: “Vehicle still waiting for Turbocharger.” Plaintiff Paid \$xxx.xx(Redacted) on time to GM; Financial (“See EXHIBIT 16”).; March 2019 Payment: “Vehicle still waiting for Turbocharger.”; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”).; April 2019 Payment: “Vehicle still waiting for Turbocharger.” Never supplied.; Plaintiff Paid \$xxx.xx(Redacted) on time to GM Financial (“See EXHIBIT 16”).; According to the RISC - Payment is Due on the 26th of Each Month (See EXHIBIT 40: RISC)’ As of May 6, 2019, Plaintiff never missed any payment (“See EXHIBIT 16: April 2019 Payment Receipt”); GM Financial on May 6, 2019 “illegally” Repossessed Plaintiff’s Vehicle & furnished **failed to pay**.; GM Financial reported “*inaccurate information*” to the CRAs (“See Exhibits: 27-31,39,41”).; GM Financial continued to report “*inaccurate information*” to the CRAs (“See Exhibits: 27-31,39,41”).; Be aware that Plaintiff requested the Turbocharger for **10-months** but Defendant failed to comply as General Motors LLC kept telling Plaintiff that the turbocharger was on national back order. ~~Warranties reasonable time to be fulfilled is within 30-days but for 10-months defendants were not able to honor the warranties. General Motors Financial GMF & its parent company (“General~~

~~*Motors LLC*~~) failed to comply with the ~~terms~~ of the Warranties they offered to Plaintiff at the time of purchase after 10 months of Plaintiff's request; thus ~~breached~~ the "Contract" (RISC) in the first place. GENERAL MOTORS LLC on December 6, 2018, told Plaintiff to take his Vehicle to CHAPMAN service center for the replacement of the turbocharger which was under manufacturer's warranty ("*Powertrain Limited Warranty*") ("*See EXHIBIT 12*"). For 10 months the Turbocharger which was covered by the Powertrain Limited Warranty ("*manufacturer's warranty*") was never supplied and the Warranties service request was never honored by the Warrantors. GENERAL MOTORS FINANCIAL ("*a business owned by General Motors LLC*") & its parent company ("GENERAL MOTORS LLC — ("*owner of General Motors Financial*")"); thus, For 10 months General Motors LLC kept telling Plaintiff that the Turbocharger was on national back order and that they will send it soon, they never did ("*See EXHIBITS:1-12*") the Vehicle remained at CHAPMAN AUTO GROUP's service shop as GENERAL MOTORS LLC strictly told Plaintiff not to remove the Vehicle from CHAPMAN AUTO GROUP's service shop. Plaintiff never removed the Vehicle from CHAPMAN AUTO GROUP's service shop, following GENERAL MOTORS LLC's strict instructions to leave it there and never drive it until the turbocharger is fixed or repaired; and Plaintiff did as he was told by GM LLC ("*See EXHIBITS:1-12*"). GENERAL MOTORS FINANCIAL — GMF ("*a business owned by General Motors LLC*") ("GENERAL MOTORS LLC — ("*owner of General Motors Financial*")") &

CHAPMAN on or about May 6, 2019 ~~connived to illegally~~ repossessed Plaintiff's Vehicle to cover their ~~Breach of Contract (RISC)~~. While Plaintiff ~~never missed any payment~~ on the Vehicle which is undisputed, GENERAL MOTORS FINANCIAL - GMF (~~"a business owned by General Motors LLC"~~) also posted inaccurate information on Plaintiff's Credit Report File via the 3 Credit Bureaus (*Experian, Equifax, TransUnion*) that Plaintiff "Failed to Pay" - this was to cover its RISC ~~breach~~ and by posting the inaccurate information on Plaintiff's Credit Report file, GMF also ~~breached the FCRA Civil liability for willful noncompliance, Breached FCRA Civil liability for negligent noncompliance, & Breached FCRA Responsibilities of furnishers of information to consumer reporting agencies.~~ GENERAL MOTORS FINANCIAL - GMF, ~~also breached MVSA by the illegal repossession of the Vehicle when Plaintiff never missed any payment. It was based on this ILLEGAL repossession of Plaintiff's vehicle that Defendant relied upon the repossession of Plaintiff's vehicle to post INACCURATE INFORMATION on Plaintiff's Credit report file which made GMF liable to Plaintiff's damages because GMF breached FCRA for posting INACCURATE INFORMATION on Plaintiff's credit report file and failed to DELETE it on-time after Plaintiff disputed the INACCURATE INFORMATION.~~ 31. GMF never notified Plaintiff via USPS mail as GMF fraudulently forged a USPS mail in the discovery stage of this case to elaim that it sent reclaim notifications to Plaintiff; a forged Document, but GMF(Defendant) relied on this fraudulent DISCOVERY document to ask for a

Summary—Judgement.—(“See Exhibit-15: USPS EXPERT WITNESS REPORT”) (“Also, See below: the counterfeit USPS file documents by GMF”).

~~GMF DISCOVERY FILES AS FILES 1.0 AND 2.0
WHY THESE DOCUMENTS ARE RELEVANT
TO LIABILITY: WAS FAKE~~

~~GMF used these documents (Fig. 1.0 & Fig 2.0) below to defend themselves that Plaintiff was notified to come and recover his vehicle, but he failed to come, therefore they furnished **account charged off** to CRA's on Plaintiff's credit report file which is later part of Plaintiff's disputed **inaccurate information**. GMF never sent these documents to Plaintiff according to USPS mail service record. These documents below are counterfeit and never sent Pennsylvania USPS mail route, according to USPS system.~~

~~USPS EXPERT WITNESS FOR
MAIL DOCUMENTS 1.0 & 2.0~~

~~Hon. Judge Robreno Ordered that Plaintiff should provide USPS (United States Postal Service) **Expert Witness** who will verify the purported *certified receipt numbers* on the documents to help ascertain if truly the General Motors Financial (GMF) delivered the documents to the Plaintiff's Philadelphia Address or not. The Plaintiff followed the Court Order to hire USPS Expert Witness (**Mr. Peter Wade**) who after thorough forensic investigation verified through his Expert Witness Report filed with the Court.~~

~~The forensic report verified that the Discovery File 1.0 & Discovery File 2.0 documents which of course GMF presented during the DISCOVERY were not in any way delivered to the Plaintiff because the "Purported" certified receipt numbers were *fake/forgery* and *doesn't exist in USPS records*. This is what GMF do to Americans all the time and get away with it—GMF always violate FCRA then try to get away with it with this type of Fake Letters for Americans that cannot fight back for justice. Because of this, the retired District Court Judge Ordered a USPS Expert Witness for forensic analysis and report. The outcome is that GMF faked these letters to *cover* GM's violation of MMWA.~~

District Court Discovery File 1.0 by GMF

GMF FAKE LETTER – ID 0038

(Hon. Judge Robreno Ordered¹⁶ Expert Witness)

GM FINANCIAL

AOC II - RS

4001 Embarcadero

Arlington, TX 76014

877-944-9115

Certified Receipt #:

9214 7999 0099 9790 1627 7820 41

Date of Notice: May 7, 2019

Account Number: 111000849633

Business Hours:

Mon-Thu: 8A-8P ET

¹⁶ See Appendix O

118a

Fri: 8A-5P ET
Sat: 9A-1P ET

Date of Notice

May 7, 2019

Solomon J. Chijioke

Address: xxxxxx (Redacted)

Description of Property: 2014 Buick Encore
Vehicle Identification Number (VIN)
KL4CJFSB5EB600062

Date of Repossession: May 6, 2019

NOTICE OF OUR PLAN TO SELL PROPERTY

GM Financial has repossessed the above-described vehicle because you did not abide by the agreement outlined in your contract. The vehicle is being held at the following location:

Location Name: COPART
Street Address: 164 77 Bristol Pike
City and State: Chalfont, PA 18914
Telephone: 972-263-2711

The vehicle will be sold at a private sale after 15 days from the date of this notice. The money from the sale of this vehicle, less any expenses incurred by GM Financial, may increase the amount you owe. You will be required to pay GM Financial the difference if the vehicle sale, minus expenses, is less than the amount you owe. If the vehicle sells, including expenses, for more than the amount you owe, you will receive a refund unless it is necessary for GM Financial to

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forward this money to another creditor.

You can redeem your account, including expenses, in order to get the vehicle back at any time before the vehicle is sold. See page 2 for the amount you must pay as of the date of this notice. If you want an explanation in writing of how this amount was figured, you may call or write GM Financial and request a written explanation. If you need more information about the sale, call the toll-free number listed above or write to the address listed.

EXPERT REPORT SUMMARY

Expert Witness Forensic Report Annotation: This Certified Receipt Number has no record with USPS.

*USPS Expert Witness, **Mr. Peter Wade** is Plaintiff's Listed Expert Witness for Jury Trial: GMF 0038*

District Court Discovery File 2.0 by GMF

GMF FAKE LETTER – ID 0039

(Hon. Judge Robreno Ordered¹⁷ Expert Witness)

GM FINANCIAL

AOC II - RS

4001 Embarcadero

Arlington, TX 76014

877-944-9115

Date of Notice: May 7, 2019

¹⁷ See Appendix O

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Account Number: 111000849633

Business Hours:

Mon-Thu: 8A-8P ET

Fri: 8A-5P ET

Sat: 9A-1P ET

Date of Notice

May 7, 2019

Solomon J. Chijioke

Address: xxxxxx (Redacted)

Description of Property: 2014 Buick Encore

Vehicle Identification Number (VIN)

KL4CJFSB5EB600062

Date of Repossession: May 6, 2019

NOTICE OF RIGHT TO REDEEM

To get your vehicle back, you must pay the following amount before the vehicle is sold:

Amount Required to Redeem

- **Net Principal Balance:** \$16,584.58
 - **Interest Due:** \$36.35
- **Repossession Expenses:** \$1,045.00
 - **Late Charges:** \$0.00
 - **Insurance Charges:** \$0.00

Total Amount to Redeem: \$17,665.93

Additionally, if your vehicle is redeemed, you will owe a repossession factory processing fee of \$100.

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If this is a simple interest contract, interest charges will continue to accrue each day. These additional charges, along with any other amounts coming due and/or expenses incurred and not reflected in this notice, will be added to the total that you must pay.

If any personal property was found in the vehicle, the repossession company has removed the property from the vehicle. Please contact us at your earliest convenience at the number listed above to obtain the phone number of the repossession company.

This letter is to serve as notice that after the 30th day from the date of this letter, the repossession company will dispose of any unclaimed property in a reasonable manner and distribute the proceeds according to applicable law.

If you would like to receive a full statement of account, you may call or write GM Financial at the address and phone number listed below. Any payment should be made, or notice served, to GM Financial at the following address:

GM Financial
4001 Embarcadero
Arlington, TX 76014
800-284-2271

EXPERT REPORT SUMMARY

Expert Witness Forensic Report Annotation: This Certified Receipt Number has no record with USPS.

*USPS Expert Witness, **Mr. Peter Wade** is Plaintiff's Listed Expert Witness for Jury Trial: GMF 0039*

1. Plaintiff **disputed** the inaccurate information posted by GENERAL MOTORS FINANCIAL – GMF (~~“a business owned by General Motors LLC”~~) on his Credit Report file & demanded that GMF should DELETE the inaccurate information within **30-days** or **45-days** max as required by FCRA. (“See EXHIBIT-14: Disputes”), thus Plaintiff satisfies FCRA requirements for disputing inaccurate information. GENERAL MOTORS FINANCIAL – GMF (~~“a business owned by General Motors LLC”~~) **failed** to DELETE the **inaccurate information** as required by FCRA within the **30-days** period., therefore, GENERAL MOTORS FINANCIAL – GMF (~~“a business owned by General Motors LLC”~~) **violated FCRA Procedure in case of disputed accuracy**. GENERAL MOTORS FINANCIAL – GMF continued to **leave** inaccurate information on Plaintiff’s Credit file for several months despite Plaintiff’s dispute which requested for DELETION of the inaccurate information on file. Leaving the inaccurate information on Plaintiff’s file continued to create damages on Plaintiff’s credit as Plaintiff was denied credits by Banks, Plaintiff was denied employment by potential employers, Plaintiff was unable to buy new vehicles because of the inaccurate information post on his credit file by GMF. After several months and after severe damages have been done on Plaintiff by GENERAL MOTORS FINANCIAL – GMF failure to delete the inaccurate information, ~~GENERAL MOTORS FINANCIAL GMF (“a business owned by General Motors LLC”)~~ **agreed & conceded** that the information it posted on Plaintiff’s Credit Report File which was **disputed** by

Plaintiff was indeed ~~inaccurate information~~ and they DELETED the ~~inaccurate information~~, however, DELETED it ~~outside FCRA~~ required time frame (~~30 days/45 days max~~) as required by the Act for any ~~disputed~~ inaccurate information; that is GMF deleted it the information was deleted ~~after: 250 days~~ on TransUnion file, ~~outside FCRA~~ required ~~30 days or 45 days max~~; ~~274 days~~ on Equifax file, ~~outside FCRA~~ required ~~30 days or 45 days max~~; ~~452 days~~ on Experian file, ~~outside FCRA~~ required ~~30 days or 45 days max~~. Thus, GENERAL MOTORS FINANCIAL — GMF (“a business owned by General Motors LLC”) committed yet another FCRA offense in the process as it ~~violated FCRA Procedure in case of disputed accuracy~~ (FCRA §1681 et seq) (this is undisputed). Within this extended period that GMF failed to DELETE the disputed inaccurate information, Plaintiff was badly damaged.

Table 1.1.2

GMF (Furnisher) Conceded that It Breached FCRA Willful non-compliance, Accuracy, and Reasonable Procedure violations as it Deleted the Plaintiff's disputed inaccurate information. GMF and the three National Credit Bureaus; Experian, Transunion, and Equifax, through Court docketed statement filed their statements that the Plaintiff's disputed inaccurate information was DELETED on after the specified dates by Table 1.1.2. The respective court files are referenced by Table 1.1.2 below.

Table 1.1.2: Table Deleted.

2. — Plaintiff purchased the Vehicle for **personal, family, and household purposes** (“See Exhibit 40”)

& (~~"See Exhibit 40"~~); thus, both Chapman Chevrolet LLC (~~that offered Plaintiff Used Car Warranty detailed by the RISC section 4 as manufacturer's Warranty~~), GENERAL MOTORS FINANCIAL—GMF (~~"a business owned by General Motors LLC"~~) and GENERAL MOTORS LLC (~~"owner of General Motors Financial—GMF"~~) breached the Contract's (RISC) warranties terms & conditions they offered to Plaintiff via the RISC section 4 of May 27, 2017, as Plaintiff requested it for 10 months. Plaintiff is seeking to recover his damages; Plaintiff lost his excellent credit history built with excellent payment history on the *Retail Installment Sales Contract of the Vehicle* ("he will never see this credit history again & he was humiliated by GMF's action & inactions") Plaintiff lost employment opportunity due to the inaccurate information furnished by GMF (*See Exhibit 18*). GENERAL MOTORS FINANCIAL—GMF (~~"a business owned by General Motors LLC"~~) via Interrogatory Questions & Answers during the discovery (~~"See Exhibit 47"~~) asked Plaintiff the following questions about damages: INTERROGATORY #5 QUESTION [GMF ASKED PLAINTIFF]N~~"....If You contend that GMF is liable to You for damages, identify the precise amount of damages and the method of calculation, the dates which the alleged damages occurred, and identify all documents which relate to or contain information about these alleged damages....."~~

INTERROGATORY #5 RESPONSE [PLAINTIFF RESPONSE] ~~".....GM Financial chose to use "negligible" actions to harm the consumer (Plaintiff). Their actions are PUNITIVE under the law as outlined above in various other similar FCRA cases~~

~~handled by the jury, where Equifax, Experian, Trans Union, and GM Financial were involved respectively in the past and were found guilty by the respective jury during trial. Therefore in this case ...[GMF] is liable of the Plaintiff's harm in its entirety according to respective laws cited hereinabove as facts. The Plaintiff's financial loss, emotional distress, embarrassments, insults by potential creditors, potential income losses, disqualification by clients for work, waste of time, inability to purchase properties, anxiety, embarrassments by GM Financial, risking of Plaintiff's life with defective vehicle turbocharger in accident by GM Financial d/b/a GM and psychological pain damage in this case is \$xxx.xx(Redacted). "GENERAL MOTORS FINANCIAL - GMF ("A BUSINESS OWNED BY GENERAL MOTORS LLC")~~

VIOLATED FCRA-15 U.S.C. §1681, ET SEQ. FURNISHED INACCURATE INFORMATION. The dated incidents month-by-month (August 30, 2018, to May 22, 2019) with evidence set out hereinabove is self-explanatory. that the Defendant, General Motors Financial — GMF (*"a Business owned by General Motors LLC"*) was *deceptive and fraudulent* pursuant to Unfair Trade Practices & Consumer Protection Law *"catch-all"* provision. There was *fraudulent* preservation of company interest by the Defendant, General Motors Financial — GMF by using the Plaintiff as a tool. Plaintiff did not violate any part of the RISC. He only took his vehicle to the service shop to fix his vehicle's defective *powertrain turbocharger* as instructed by General Motors LLC (*"the owner of General Motors Financial — GMF [GMF]"*) ("See

EXHIBIT 12"). He was a good customer to General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~) and never missed a payment ("See EXHIBIT 16, payment statement") & ("See EXHIBITS 27- 31, 39,41, Equifax reported Amount Past Due: \$0.00 as of May 6, 2019"). General Motors LLC (~~"the owner of General Motors Financial — GMF"~~) failed to honor the Powertrain Limited Warranty for 10 months, warranty that was active & on May 6, 2019, General Motors Financial - GMF (~~"a Business owned by General Motors LLC"~~), unlawfully repossessed the vehicle scheduled for services at Chapman with Plaintiff's account showing Amount Past Due: \$0.00 ("See Exhibits 27- 31, 39,41.").

The contradiction in the credit bureaus report is that: Each reported that I have never missed payment and the same time added comments and remarks to my credit file stating – Voluntary Surrender ("Could not make payments"). In common sense, it does not make any sense that both General Motors Financial - GMF and the credit bureaus are making such a mistake in information furnishing that destroyed the credit record of the Plaintiff. This is a huge offense in the FCRA. Also, General Motors Financial - GMF representative affirmed on May 7, 2019, that Plaintiff had never missed a payment. Plaintiff's vehicle was taken to Chapman AutoGroup service shop ("¹²See Exhibit 12") as directed by General Motors LLC (~~"the owner of General Motors Financial — GMF"~~) awaiting the supply of the *powertrain turbocharger* from General Motors LLC (~~"the owner of General Motors Financial — GMF"~~) but General Motors

Financial - GMF (~~"a Business owned by General Motors LLC"~~) went to Chapman and illegally repossessed the vehicle. Plaintiff on May 8, 2019, sent electronic dispute letter to General Motors Financial - GMF about the inaccurate information on his credit report file for correction & General Motors Financial - GMF - GMF affirmed the receipt of the dispute ("See Exhibit 14"), and again, on May 11, 2019 Plaintiff sent another dispute letter to General Motors Financial - GMF ("See Exhibit 14"), GMF affirmed it received the dispute letter about the inaccurate information. Therefore, General Motors Financial - GMF **violated** FCRA-15 U.S.C. §1681, et seq. pursuant to [15 U.S.C. § 1681i]: §611: Procedure in case of **disputed** accuracy, state and say: *If] the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the **30-days** period beginning on the date on which the agency receives notice of the dispute from the consumer.* For over **1-year**, General Motors Financial - GMF – GMF ("Furnisher") did **not delete** the **inaccurate information** on Plaintiff's credit file, having been duly informed by the consumer ("Plaintiff") about the inaccurate information furnished. as required by the FCRA. ~~This caused huge financial loss for the Plaintiff as he has faced employment denial and denied credits by lenders and~~

was unable to purchase a new vehicle because auto dealers often tell him not to apply because they will deny him. (~~"See Exhibits: 18, 20, 21, 22, 27"~~). Because GMF's actions and inactions, Plaintiff suffered invaluable ~~emotional distress, anguish, disappointment, disgrace, insults by lenders, disgrace, inability purchase, Credit denials, worthless, damaged credit, loss of excellent credit history~~ which will never come back. On this note, GMF violated FCRA and harmed Plaintiff for failing to ~~DELETE~~ the disputed inaccurate information, or delete the item from the file in accordance with paragraph (5), before the end of the 30 days period beginning on the date on which the agency receives notice of the dispute from the consumer. For over 1 year, General Motors Financial — GMF — GMF ("Furnisher") did not delete the inaccurate information on Plaintiff's credit file, having been duly informed by the consumer ("Plaintiff") about the inaccurate information furnished, as required by the FCRA. CLOSING STATEMENT

General Motors Financial (GMF), [~~"a business owned by General Motors LLC — the manufacturer of the subject Vehicle"~~] is liable for Plaintiff's damages in this case. Given all the evidence Plaintiff provided, I as an American, then as the Plaintiff in this matter is a law abiding citizen, this is why I came to this Honorable Court to seek justice. As the Plaintiff, I am badly injured by the Defendant, therefore, according to FCRA & MMWA, I am eligible to recover my damages. I rely on the Jury and this Honorable Court to recover my damages. So, members of the jury, I present to you copies of this Narrative Statement as Ordered by this Court on

~~March 9, 2023~~ under ~~Hon. Judge Robreno (Retired).~~

Thank you.-

Respectfully submitted this 10th day of April 2023.

/s/ Dr. Jeffrey Solomon Chijioke-Uche

Dr. Jeffrey Chijioke-Uche, Plaintiff, Pro Se.

APPENDIX O: ORDER

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

JEFFREY SOLOMON K. CHIJOKE-UCHE

Plaintiff,

:

Civil Action No. 19-4006:

v.

:

EQUIFAX INFORMATION SERVICES, LLC, :

et al.

:

Defendants. :

ORDER

AND NOW, this 1st day of February 2022, after considering Plaintiff's request to amend the deadlines in the Court's Final Pretrial Order, and for good cause shown, it is hereby ORDERED that the deadlines listed in the Final Pretrial Order (ECF No. 134) are MODIFIED as follows:

1. Defendant shall take Plaintiff's deposition by **March 3, 2022**. The parties shall schedule the deposition for a date and time convenient to both parties. Plaintiff shall bring the following documents to the deposition: documents found at ECF Nos. 73-4, 73-5, 73-6, 73-7, 73-8, 73-9, 73-10, 73-23, 73-24, 73-28 at pages 2-6, 115-121, 126-145, and 146-152, and 73-29 at

pages 11-12. Failure to produce any of the identified documents at the deposition will result in the exclusion of the documents at trial.

2. Plaintiff shall produce the *expert report* of Plaintiff's proposed expert, **Peter Wade**, to Defendant by **March 3, 2022**. Failure to produce this report will result in the exclusion of Mr. Wade's testimony at trial; and the parties shall each submit a list of their proposed witnesses to the Court by **March 3, 2022**. The parties' lists shall include the witnesses' names and addresses, and the proposed testimony of each witnesses.¹ Failure to produce a complete list of witnesses will result in the exclusion of the testimony of any witness at trial who was not identified on the party's witness list.

AND IT IS SO ORDERED.

/s/ Eduardo C. Robreno
EDUARDO C. ROBRENO, J.