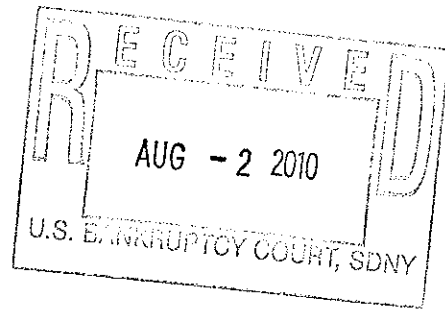


UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF
NEW YORK

IN RE,
GENERAL MOTORS CORP., ET AL.,
DEBTORS.



CASE# 09-50026

MOTION FOR AUTHORIZING DEBTORS TO HONOR PREPETITION
OBLIGATIONS TO CUSTOMERS EXHIBITS

COMES NOW, PLAINTIFF, SHERIF RAFIK KODSY, DOCUMENTS
THAT THERE IS A PENDING CIVIL MATTER IN THE CIRCUIT COURT
OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH
COUNTY, FLORIDA. THE CASE NO. 2009 CA 11174 AH, WHICH
WAS FILED ON 04/31/2008.

PLAINTIFF, SUBMITS EXHIBITS TO BE ALLOWED TO
RECOVER FROM THE NEW OWNERS, MOTORS LIQUIDATION
COMPANY, AS THERE ARE PENDING MULTIPLE COUNTS PENDING
JURY-TRIAL.

1- Plaintiff, contends that as a result of use of the no
conformed subject vehicle, a 2008 HUMMER H2, old injuries
were aggravated and new permanent injuries developed.

2- Plaintiff sustained a brain injury, profound headaches, a torn knee rotator cuff causing limited and painful movement, an umbilical hernia and the developed numbness of the peripheral nerves in hands and the suspected calcification of the heart arteries, heart pains, as a result of use of the subject vehicle, which caused shortness of breath, exhaustion and collapse, from the elevated vibration and low-load, off-road tires, equipped on the subject vehicle, which created a bouncy and uncushioned hop on a flat road, and the extended elevated vibration surges were like electrical piercing currents, which pierced the optical nerves to the point of intolerance, which required immediate abandonment and exit of the subject vehicle, without warning.

3- Plaintiff, was previously involved in a car accident and had sustained a hernia of cervical spine and a lumbar hernia, in which plaintiff was attending physical therapy when purchased the subject vehicle, which was discovered through MRI scans months after the purchase and use of the subject vehicle.

4- Hence pains and suffering was elevated and constant, without prior knowledge or warnings of an elevated vibration of a disabling defect from the subject vehicle.

5- Five independent inspections were conducted on the

vehicle and all inspections documented the existence of an elevated vibration, and several recommendations and attempts to conform were unsuccessful in repairing the subject vehicle, it was determined that the engine timing is off, and other factory settings are not adjusted to specs, plus brake sensor wiring factory recalls were not performed which caused squealing noises, and rear end noises, and the tires were the wrong tires for the heavy truck, which were discontinued by the tire manufacturer.

6- The plaintiff had been using rental autos for the past 20 months, which further caused economic hardships, discomforts, pains and inconveniences.

7- Plaintiff, continues to experience pains and suffering from the further developing disabilities from the strenuous efforts of endurance from all the sustained injuries from the subject vehicle use and non use.

CERTIFICATE OF SERVICE

**ALL ASSERTIONS MADE IN THE FOREGOING REQUEST,
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF AND THAT A COPY WAS FILED AND SENT TO
THE DEFENDANTS ATTORNEY OF RECORD, BY EMAIL AND
U.S. MAIL ON JULY 30TH 2010 .**



SHERIF RAFIK KODSY

Individual/pro'se

**15968 LAUREL OAK CIRCLE
DELRAY BEACH FLORIDA 33484
561-666-0237**

COPY(S) TO:

**WEIL, GOTSHAL & MANGES LLP.
767 FIFTH AVENUE
NEW YORK, NEW YORK 10153
&
MOTORS LIQUIDATION COMPANY
ATT; CANDACE WAGNER
2101 CEDAR SPRINGS RD.
SUITE 1100
DALLAS , TEXAS 75201**

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA**

COPY

SHERIF RAFIK KODSY

PLAINTIFF

VS.

CASE NO:09-CA-011174

GENERAL MOTORS CORPORATION

DEFENDANT

AMENDED TRIAL DE NOVO PLEADING

**HEREBY, PLAINTIFF PLEADS AND AMENDS THE TRIAL
DE-NOVO PROCEEDING, AND STATES THAT THIS ACTION IS
FOR AN ACCESS OF 1-5 MILLIONS, IN DAMAGES, NOT
INCLUDING LEGAL FEES AND COSTS....**

'The cardinal rule of statutory construction is to ascertain and give effect to the true intent of the legislature. [Citation]' " Schawk, Inc. v. Zehnder, 326 Ill. App. 3d 752, 755, 761 N.E.2d 192, 194 (2001). In divining intent, we presume the legislature did not intend to create absurd, inconvenient, or unjust results. In re B.L.S., 202 Ill. 2d 510, 514, 782 N.E.2d 217, 220 (2002). " 'The best evidence of legislative intent is the language used in the statute itself, which must be given its plain and ordinary meaning. [Citation]' " Schawk, 326 Ill. App. 3d at 755, 761 N.E.2d at 194. " 'The statute should be evaluated as a whole, with each provision construed in connection with every other section. [Citation]' " Schawk, 326 Ill. App. 3d at 755, 761 N.E.2d at 194. " 'If legislative intent can be ascertained from the statute's plain language, that intent must prevail without resort to other interpretive aids. [Citation.]' " Schawk, 326 Ill. App. 3d at 755, 761 N.E.2d at 194. "Sections of the same statute should be considered *in pari materia* and each section should be construed with every other part or section of the statute to produce a harmonious whole." St. Paul Fire & Marine Insurance Co. v. Smith, 337 Ill. App. 3d 1054, 1060, 787 N.E.2d 852, 856 (2003).

THE 2009 FLORIDA STATUTES , 320.61{5}STATES THAT, Any manufacturer, distributor, or importer, who obtains a license under this section, is engaged in business in this state and is subject to the jurisdiction of the courts of this state pursuant to chapter 48. Any manufacturer not licensed under this section, who is a manufacturer of motor vehicles of a recognized line-make which are sold or leased in this state pursuant to a plan, system, or channel of distribution established, approved, authorized or known to the manufacturer, shall be subject to the jurisdiction of the courts of this state in any action seeking relief under or to enforce any of the remedies or penalties provided in ss. 320.60-320.70.

COUNT I
FRAUD

A- THE DEFENDANT'S GENERAL MOTORS CORPORATION AND ITS CONSPIRING AGENTS FROM CORAL CADILLAC INC. THE SELLING DEALER, DID COMMIT FRAUD ACCORDING TO THE 2009 FLORIDA STATUTES, IN TORT 768.042 OF THE FLORIDA STATUTES, FOR A VIOLATION OF RULE 1.120. PLEADING SPECIAL

MATTERS; (b) Fraud, Mistake, Condition of the Mind. In all averments of fraud or mistake, the circumstances constituting fraud or mistake shall be stated with such particularity as the circumstances may permit. Malice, intent, knowledge, mental attitude, and other condition of mind of a person may be averred generally.

IT WAS FURTHER ADMITTED BY DEFENDANTS' THAT THE VEHICLE ASSERTED HEREIN WAS SOLD AS 'USED', CONTRARY TO THE MEANING OF THE TERM USED.

SECTION 320.60{13}"Used motor vehicle" means any motor vehicle the title to which has been transferred, at least once, by a manufacturer, distributor, importer, or dealer to an ultimate purchaser.

SEE ATTACHED, CERTIFICATE OF ORIGIN FOR A VEHICLE.

AND USED BUYER'S ORDER, FROM CORAL CADILLAC, INC.
BY SELLING THE 2008 HUMMER H2, VIN #5GRGN23878H107653,
AS USED, WITHOUT DISCLOSURES OF ITS PRIOR LEASED
USE, AND DEFECTS, WAS A VIOLATION OF FLORIDA LAW.
B- FURTHER, THERE WAS NO PRIOR DISCLOSURE FOR THE
ELEVATED VIBRATIONS IN RESPECT TO THE VEHICLE DESIGN
AS TO ITS OFFROAD CAPABILITIES AND AGGRESSIVE DESIGN,
WITH THE ELEVATED ENGINE RPM'S, SLIPPING TRANSMISSION,
HESITANT ENGINE MISS AND SQUEELING BRAKES.. IF THERE
WAS A DISCLOSURE, THE PLAINTIFF WOULD HAVE NOT
PURCHASED THE MOTOR VEHICLE. PLAINTIFF WAS NOT
ALERTED OR WARNED ABOUT THE ELEVATED PERFORMANCE
DESIGN, PRODUCING VIBRATIONS AND HIGH PITCHED ENGINE
NOISES, IT REFLECTS SHOW TRUCK CHARACTERISTICS WHICH
WAS UNFORSEEN TO THE CONSUMER AT THE TIME OF THE
PURCHASE. "THE MANUFACTURER, DID ADMIT REPEATEDLY
THAT THE PRESENCE OF THE VIBRATIONS IN THE SUBJECT
VEHICLE WAS INHERENT IN THE DESIGN OF THE VEHICLE", SEE
LEMON LAW TRANSCRIPT, PAGES 77-79., SEE THE ROBERT A
DITMAN LETTERS, AND THE CORAL CADILLAC WORK ORDERS.

THE VEHICLE WAS SOLD UNDER FALSE PRETENSES, TO
CONCEAL ITS DEFECTS, AND ITS PRIOR THIRD PARTY USE OF
THE MOTOR VEHICLE, INDICATING MALICE, AND FRAUD
ACCORDING TO FLORIDA LAW. NO DISCLOSURES.....

THE VEHICLE WAS A SOUP'D UP SHOW TRUCK, NOT INTENDED
FOR PUBLIC USE, A FRONT LINE REJECT.....

COUNT II
BREACH OF WARRANTY

PLAINTIFF ASSERTS THAT THE MANUFACTURER BREACHED ITS
EXPRESSED AND IMPLIED WARRANTIES TO CONFORM THE
SUBJECT VEHICLE TO COMPARABLE MOTOR VEHICLES
STANDARDS OF SAFETY DESIGN AND EXPECTATIONS.
ACCORDING TO THE MACHINERY DIRECTIVE, FIRST
INTRODUCED IN 1989, IT WAS INTENDED TO REMOVE
BARRIERS TO TRADE. [STRICT MECHANICAL COMPLIANCES].
IT PUTS DUTIES ON MANUFACTURERS AND SUPPLIERS WHO
PLACE MACHINERY ON THE EUROPEAN MARKET TO DESIGN
THEIR PRODUCTS TO ELIMINATE OR REDUCE RISKS TO HEALTH
AND SAFETY AND TO WARN THE USER OF ANY RESIDUAL
RISKS, PROVIDING INFORMATION REQUIRED FOR SAFE USE

(FOR EXAMPLE, OPERATOR TRAINING, MAINTENANCE AND SELECTION OF CONSUMABLES). THERE ARE SPECIFIC REQUIREMENTS FOR MINIMISING RISK FROM VIBRATION IN THE DESIGN AND CONSTRUCTION OF THE MACHINE AND, IN THE CASE OF HAND HELD, HAND GUIDED AND MOBILE MACHINES, FOR DECLARING THE VIBRATION EMISSION. IF THE DECLARED EMISSION OF A MACHINE IS REPRESENTATIVE OF THE VIBRATION IN THE REAL-WORLD USE, IT CAN BE ADEQUATE TO INFORM THE USER OF RESIDUAL VIBRATION RISKS. THE HARMONIZED STANDARDS DEFINE SAFETY REQUIREMENTS FOR VARIOUS CATEGORIES OF MACHINE (INCLUDING THE PROVISION OF USER INFORMATION); CONFORMITY WITH THE RELEVANT STANDARD CARRIES A PRESUMPTION OF CONFORMITY WITH THE DIRECTIVE.

1- THE MANUFACTURER THROUGH ITS LIMITED AGENTS FAILED TO IMPLEMENT PEAK VIBRATION READINGS IN THE SUBJECT VEHICLE AND DID NOT PRODUCE TACHOMETER READINGS OR ANY SORT OF READINGS WHAT SO EVER.

SEE INVOICES #540280, #541007, #541391, #443188, #443510, AND #543204. THE ELEVATED VIBRATIONS WAS DOCUMENTED TO

HAVE HAD EXISTED, TO REQUIRE A SERVICE, NO TECHNICAL DATA WAS GENERATED FROM TESTING OF THE SUBJECT VEHICLE TO DOCUMENT CONFORMITIES OR NON CONFORMITIES OF VIBRATION LEVELS ACCORDING TO THE INDUSTRY STANDARDS AND EXPECTATIONS. ACCORDING TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, THE CENTERS FOR DISEASE CONTROL AND PREVENTION, AND THE NATIONAL INSTITUTE OF OCCUPATIONAL SAFETY AND HEALTH.

THE RULE OF THREE STRIKES, YOUR OUT, MORE THAN APPLIES, IN THIS INSTANT CASE AS THE MANUFACTURER WAS ALLOWED TO PROVIDE CONFORMITIES SERVICES TO THE SUBJECT VEHICLE ON EIGHT DIFFERENT VISITS, AND OVER A YEAR PAST TO RECALL THE SUBJECT SUV., SEE THE LEMON LAW TRANSCRIPT, PAGE #81- #85{19-25) AND PG. #86(1-3). MR. BARDILL ADMITED TO OTHER CO-EXISTANT DEFECTS, THAT PROVIDES VIBRATION EXPOSURES TO THE VEHICLE OCCUPANTS, (A RAIL SHAKE)... PLAINTIFF DID NOT COMPLAIN ABOUT A RAIL SHAKE AS IT IS NOT NORMAL TO EXIST IN A HUMMER H2. LIKE THE SUBJECT VEHICAL, AND HE FURTHER

STATED THAT THERE IS NOTHING ELSE THAT CAN BE DONE.....
NO FURTHER WARRANTIES...NO REMEDIES, NO CODES...ETC.
2- THE ALLEGED BRAKES REPLACEMENT WAS PERFORMED ON
NOVEMBER 12TH 2008, THE INVOICE STATED,"SPECIAL ORDER
PART ON BACK ORDER", THAT HOWEVER DOES NOT INDICATE
WHY IT WAS REQUIRED TO REPLACE ??? IT MAY SOUND GOOD
AS A SOLUTION FOR THE SQUEEL NOISE !!!! ACCORDING TO THE
" ALL TECHNICAL SERVICE BULLETINS, RECALL # 07V373000:
ABS WHEEL SPEED SENSOR WIRING". INDICATING POTENTIAL
NUMBER OF UNITS AFFECTED: **363** , SPEED SENSOR WIRING
SHOULD HAVE BEEN CHECKED AND REPLACED INSTEAD OF
REPLACING NEW PADS..... AND THEN ACCORDING TO THE
INVOICE OF DECEMBER 23RD 2008, PAGE 1, FRONT BRAKES PADS,
DISC BRAKE FRONT R&R OR REPLACE, IT STATED FRONT
BRAKES SQUEEL NEC. TO REPLACE FRONT PADS, BUT IT DID
NOT STATE WHY SUCH A SERVICE IS REQUIRED WITH **6526**
MILES ON THE NEW PADS OR THE CAUSE FOR SUCH A
CONCLUSION ??? FALSE DIAGNOSIS , {AN INSTRUMENT FOR
MEASURING VIBRATION OF VEHICLE BRAKE PADS (SQUEEL),
WAS NOT USED TO DETERMINE HOW BADLY A VEHICLE BRAKE

SQUEELS, AND MR JOE BARDIL ADMITTED THAT THE ROTORS WERE SCUFFED WITH A GRINDER, WITHOUT CARE OR DISCLOSURES, CONTRARY TO COMMON STANDARDS OR PRACTICES, SINCE ROTORS ARE USUALLY PRECISELY MACHINED, THIS FAULTY SERVICE WAS DISCOVERED BY THE GOODYEAR GEMINI DIAGNOSTIC CHECK ON MARCH 13TH 2009, WITH FURTHER RECOMMENDATIONS FOR THE VIBRATIONS, WITH REFERENCE TO A GENERAL MOTORS TECHNICAL SERVICE BULLETIN ISSUED DECEMBER 10TH 2007, REFERENCE(S):03-06-04-030F , TITLED, “ VARIOUS DRIVEABILITY SYMPTOMS DUE TO CLOGGED FUEL INJECTORS, {CONTRIBUTES TO VIBRATIONS}.

3- THE UNDER-CARRAIGE RUST WAS A BREACH OF WARRANTY AS ONLY FRONT AXLE AND TIE ROD ENDS WERE PAINTED AFTER DISASSEMBLY OF THOSE ITEMS TO CONFORM WITH THE 5 YEAR WARRANTY OF ANTI BODY CORROSION (UNDERBODY PROTECTION) CLAUSE. THERE ARE OTHER AREAS THAT WAS NEGLECTED WHICH WAS NOT ADDRESSED AND ARE EXISTANT IN THE SUBJECT VEHICLE. THE SERVICE MANAGER, MR JOE BARDILL, FOR CORAL CADILLAC INC., STATED THAT THIS WAS COMMON TO HAVE RUST IN NEW VEHICLES.THE REFUSAL TO

PROPERLY PROVIDE FURTHER WARRANTIES TO ADDRESS A COMPLAINT WAS A BREACH OF WARRANTY BY ITSELF, YET THERE WAS OTHER REPAIRS PERFORMED TO CONFORM WITHOUT A SUCCESSFUL RESOLUTION .

4- AN IMPROVEMENT TO THE TRANSMISSION WAS NOT A CONFORMITY RESOLUTION AS IT STILL SLIPS BUT LESS THAN IT WAS, IT IS NOT SUPPOSED TO SLIP AT ALL..... AFTER THREE ATTEMPTED REPAIRS, INV.# 541391, INV.#540280, INV.#541007. THEY WERE UNABLE TO FIX SLIPPING 100%.

5- THE VIBRATIONS WAS CONFIRMED TO EXIST EVEN WITH THE FLYWHEEL DISCONNECTED, NO FURTHER REPAIRS WERE EXTENDED EXCEPT DETACH AND RESET ONLY, THE VIBRATION MAGNITUDE AND TRANSMISSIBILITY WAS NOT INVESTIGATED BY A TIME FREQUENCY (T-F) ANALYSIS, WHICH CAN PROVIDE A BETTER CHARACTERIZATIONS OF SUCH HIGHLY TRANSIENT VIBRATIONS. THE ANALYTIC WAVELET TRANSFORM (AWT) IS AN IDEAL T-F ANALYSIS TOOL BECAUSE IT POSSESSES THE ADVANTAGES OF BOTH THE FOURIER TRANSFORM AND THE WAVELET TRANSFORM. THE OBJECTIVE OF THIS STUDY WAS TO EXPLORE THE APPLICATION OF THE AWT METHOD FOR

CHARACTERIZING THE VIBRATIONS AND ASSESSING THEIR EXPOSURE RISK, NO MONITORING WITH AN ECONOMICAL VIBRATION METER, WAS PERFORMED...

A breach occurs when a party repudiates the contract before performance is due. Repudiation may consist of a statement reasonably interpreted to mean that the party will not or cannot perform the contract. It may also consist of a voluntary affirmative act which renders the party unable to perform.

COUNT III
BAD FAITH

1-THE MR. JORGE R. LOPEZ GONZALEZ, WAS THE LAST PERSON TO INSPECT THE SUBJECT MOTOR VEHICLE FROM GENERAL MOTORS CORPORATION, DESPITE THE DEFECTS AT TIME OF INSPECTION MR. GONZALEZ DENIED ALL ALLEGATIONS TO LATER ADMIT THROUGH THE LETTER DATED MARCH 26TH 2009, HE RECOGNIZED THE INDEPENDENT DIAGNOSTIC CHECK, PERFORMED BY THE BOCA RATON GOODYEAR/GEMINI STORE IN BOCA RATON FLORIDA. AND REFERENCED THE **(SECTION 06-ENGINE/PROPULSION SYSTEM)**, HOWEVER MR. BARDILL FROM CORAL CADILLAC SERVICE DEPARTMENT REFUSED TO PERFORM ANY FURTHER INSPECTIONS, TESTING, DIAGNOSTICS OR REPAIRS, ONCE CONTACTED, AS REFERENCED

IN THE LETTER.

2-THE GENERAL MOTORS HUMMER DIVISION IN DETROIT WAS CONTACTED MORE THAN A HALF DOZEN TIMES BY TELEPHONE ON DIFFERENT OCCASIONS ABOUT THE VIBRATIONS, AND THEY DID INFACCT CORRESPOND BY SENDING TWO LETTERS CONFIRMING THE SET APPOINTMENT TO ADDRESS THE VIBRATIONS, ATTACHED LETTERS, ON THE DATE OF INSPECTION INVOICE# 543204 , PAGE 1 SECTION-C-, IT STATES “ ROAD TESTED 6 MILES, VEHICLE EXHIBITS NORMAL IDLE QUALITY FOR 6.2 LITRE ENGINE, PREVIOUSLY COMPARED WITH LIKE VEHICLE”. NO INSTRUMENTAL TESTING OF ANY SORT WAS USED, ONLY A STATEMENT WITHOUT BASIS, BY A NON EXPERT FOR THE HUMMER BRAND, AS IT WAS CONDUCTED AT THE CORAL CADILLAC SERVICE DEPARTMENT IN POMPANO BEACH FLORIDA. WITHOUT ANY DATA LOGGING INSTRUMENTATION, OR WAS THERE ANY CONCERNS ALERTED, AFTER EXTENSIVE ATTEMPTED REPAIRS TO CONFORM... SEE INVOICES ATTACHED. AND INDEPENDENT INSPECTIONS.

3-THE MR THORNTON, THE DISTRICT SERVICE MANAGER FOR GEOGRAPHY THAT COVERS BROWARD COUNTY AND DELRAY, SPECIFICALLY STATED, IN THE LEMON LAW TRANSCRIPT, PAGE #77, THAT THE TIRES ON THE SUBJECT VEHICLE ARE SOLELY A GREAT SOURCE OF A NON-CONFORMITY , THE MANUFACTURER SHOULD HAVE PROVIDED A SAFER MORE CONFORMED TIRE BRAND TO REDUCE THE DISORDERS FELT IN THE VEHICLE. SEE INVOICE DATED DECEMBER 8TH 2008, BY SCHUMACKER HUMMER SERVICE DEPARTMENT, THREE NEW TIRES WERE PROVIDED TO REPLACE EXISTING, WITHOUT A REASON AS TO WHY THIS WAS NEEDED, SINCE THE SAME BRAND WAS SUPPLIED, AS PRE-EXISTING TO REPLACE. NO IMPROVEMENT WHAT SO EVER WAS EVER INTENDED OR ACHIEVED FROM THIS SERVICE, A WASTE OF TIME AND MONEY, A TRICK OR A SHAM??

COUNT IV
CONSPIRACY

THE MANUFACTURER CONSPIRED WITH THE DEALERS INVOLVED TO PASS ON A NONCONFORMED VEHICLE AS

**NORMAL FOR THAT TYPE OF VEHICLE, AS USED, WITHOUT
TRUTHFUL AND HONEST DISCLOSURES, AND POOR SERVICE,
WITH LACK OF KNOWLEDGE AND RESOURCES.....**

Florida law defines the crime of conspiracy as occurring where a person "agrees, conspires, combines, or confederates with another person or persons to commit any offense[.]" **Â§777.04(3), Fla. Stat. (2003).** "The=2 0crime of conspiracy involves an express or implied agreement between two or more people to commit a criminal offense." **State v. Russell, 611 So. 2d 1265, 1267 (Fla. 2d DCA 1992).**

**THE PLAINTIFF PROVIDED THE INDEPENDENT INSPECTIONS
AFTER THE GENERAL MOTORS CORPORATION AGENTS
CLAIMED THAT THE REPAIRS WERE SUCCESSFUL.**

TRANSCRIPT PG.#37., SEE ATTACHED INSPECTION DOCS,

1-THE PROGRESSIVE INSURANCE INSPECTION, DATED

12/26/2008

2-THE HAGEN RANCH TEXACO, INSPECTION, DATED 01/02/2009

3-THE PALM BEACH GARAGE, INSPECTION, DATED 02/20/2009

4-THE BOCA RATON GOODYEAR/GEMINI, DIAGNOSTIC,

CHECK, WITH RECOMMENDATIONS TO TREAT THE

VIBRATIONS SYMPTOMS, DATED 03/13/2009.

ALL THE INDEPENDENT INSPECTIONS IDENTIFIED A

RESIDUAL FROM VIBRATIONS EXPOSURE PRESENSE AND

ALERTED TO RETURN TO DEALER/MANUFACTURER FOR A

RESOLUTION DIRECTIVE. INSTEAD THE GENERAL MOTORS CORPORATION CONSPIRED THROUGH ITS OUTLET DEALERS TO PUSH THE DEFECTS TOWARDS THE VEHICLE TRAITS AND DESIGN TO REFUSE SERVICE TO FURTHER AMELIORATE THE PROBLEMS/ISSUES, QUOTED IN THE ROBERT A. DITMAN LETTER, A REGISTERED AGENT OF CORAL CADILLAC INC. DATED FEBRUARY 5TH 2009.

COUNT V
NEGLIGENCE AND STRICT LIABILITY

MCPHERSON V. BUICK MOTOR CO., 111 N.E. 1050 (N.Y. 1916),
If the nature of a thing is such that it is reasonably certain to place life and limb in peril when negligently made, it is then a thing of danger. Its nature gives warning of the consequence to be expected. If to the element of danger there is added knowledge that the thing will be used by persons other than the purchaser, and used without new tests, then, irrespective of contract, the manufacturer of this thing of danger is under a duty to make it carefully. That is as far as we need to go for the decision of this case If he is negligent, where danger is to be foreseen, a liability will follow.

See Spring Motors Distribs., Inc. v. Ford Motor Co., 489 A.2d 660, 666 (N.J. 1985)

ACCORDING TO ABSTRACTS # 911053 , #911065, AND #911079, DATED MAY 1991, PUBLISHED BY THE SAE INTERNATIONAL , FOR MOTOR VEHICLES AND PASSENGER CARS, HIGHLIGHTING THE IMPORTANCE OF NOISE AND VIBRATION CONTROL MEASURES IN THE POWERTRAIN OF PASSENGER CARS AND THE MOST RECENT PROCEEDINGS OF

THE FIRST AMERICAN CONFERENCE ON HUMAN VIBRATION.

AND HUMAN EXPOSURES TO VIBRATIONS ABSTRACTS,

ATTACHED, THE VIBRATION IN MOTOR VEHICLES HAD BEEN

AN IMPORTANT FACTOR. PROLONGED, EXTENSIVE

EXPOSURE TO HAND-TRANSMITTED VIBRATION COULD

CAUSE A SERIES OF VIBRATION-INDUCED DISORDERS IN THE

VASCULAR, SENSORINEURAL, AND MUSCULOSKELETAL

STRUCTURES OF THE HUMAN HAND ARM SYSTEM, WHICH

HAVE BEEN COLLECTIVELY CALLED HAND ARM VIBRATION

SYNDROME (HAVS). LACK OF QUALITY AWARENESS BY

THE GENERAL MOTORS CORPORATION AND THEIR AGENTS

CONSTITUTE NEGLIGENCE, AND GREAT DISREGARD FOR

HUMAN HEALTH AND SAFETY FROM ITS DESIGN, AS IT WAS

NOT EVEN ABLE TO PROVIDE A QUANTITATIVE

INVESTIGATION TO EVALUATE THE VIBRATIONS

TRANSMITTED, TO PREVENT INJURY(IES) TO OCCUPANTS.

FELDMAN V. LEDERLE LABORATORIES, 97 N.J. 429, 452, (1985):

**“NEGLIGENCE AND STRICT LIABILITY IN WARNING CASES MAY
BE DEEMED TO BE FUNCTIONAL EQUIVALENTS...**

CONSTRUCTIVE KNOWLEDGE EMBRACES KNOWLEDGE THAT

SHOULD HAVE BEEN KNOWN BASED ON INFORMATION THAT WAS REASONABLY AVAILABLE OR OBTAINABLE AND SHOULD HAVE ALERTED A REASONABLY PRUDENT PERSON TO ACT. PUT ANOTHER WAY, WOULD A PERSON OF REASONABLE INTELLIGENCE OR OF THE SUPERIOR EXPERTISE OF THE DEFENDANT CHARGED WITH SUCH KNOWLEDGE CONCLUDE THAT DEFENDANT SHOULD HAVE ALERTED THE CONSUMING PUBLIC?.

... FURTHER A MANUFACTURER IS HELD TO THE STANDARD OF AN EXPERT IN THE FIELD....[EMPHASIS ADDED]. A MANUFACTURER SHOULD KEEP ABREAST OF SCIENTIFIC ADVANCES.”

SEE ALSO CEPEDA V. CUMBERLAND ENGINEERING, 76 N.J. 152, 163 (1978):

“KNOWLEDGE OF THE DANGEROUS POTENTIALITY OF A MACHINE DESIGN AS REFLECTED BY THE EVIDENCE AT TRIAL IS IMPUTABLE TO THE MANUFACTURER, AND THE REMAINING DETERMINATIVE QUESTION AS TO AFFIRMITIVE LIABILITY IS WHETHER A REASONABLY PRUDENT MANUFACTURER WITH SUCH FOREKNOWLEDGE WOULD HAVE PUT SUCH A PRODUCT INTO THE STREAM OF COMMERCE AFTER CONSIDERING THE HAZZARDS AS WELL AS THE UTILITY OF THE MACHINE...”

THE PLAINTIFF HAS SHOWN BY A PREPONDERANCE OF EVIDENCE, THAT THERE WERE EXCESSIVE VIBRATIONS FELT IN THE SUBJECT VEHICLE, FROM INDEPENDENT

**CREDIBLE INSPECTIONS THAT WERE CONDUCTED AFTER
THE GENERAL MOTORS REPAIR OUTLETS , [CORAL
CADILLAC INC. AND SCHUMACKER HUMMER] HAD
CONCLUDED THEIR LIMITED SUMMARIZED INVOICES
WITHOUT FURTHER CONCERNS, OR DUTY.**

**EXCESSIVE VIBRATIONS PRESENCE WAS NOT AS EXPECTED
AND IT WAS NOT A COMMON TRAIT TO BE FOUND IN A
CONFORMED PASSENGER MOTOR VEHICLE .**

**COUNT VI
PERSONAL INJURY**

**ACCORDING TO A DOCUMENTED STUDY BY THE NATIONAL
INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH THE
PLAINTIFF RESTS ITS COMPOUNDED COMPLAINTS BY
PROVIDING THE CUMILATIVE DATA SHOWCASED WITH
RESULTS OF THE STUDY(IES) USING HUMAN AND ANIMAL
SUBJECTS WITH THE VIBRATION EXPOSURES, THERE
WAS SEVERAL STUDIES PERFORMED AND COLLECTIVELY
CONDUCTED IN OBSERVANCE OF WHOLE BODY VIBRATIONS,
AND HAND ARM VIBRATIONS, INDEPENDENTLY AND
COLLECTIVELY, RESEARCHED, TO ILLUMINATE**

OPPORTUNITIES FOR THEIR DIAGNOSES, TREATMENT, AND PREVENTION. SEE EXHIBIT ATTACHED DATED JUNE 2006, PROCEEDINGS OF THE FIRST AMERICAN CONFERENCE ON HUMAN VIBRATION, SEE TRANSCRIPT, PG. 48 AND PG. 49.,

A CASE STUDY OF WHOLE-BODY VIBRATION EXPOSURES ASSOCIATED WITH ORDINARY PASSENGER AND RECREATIONAL VEHICLES DUE TO THE EXTENDED EXPOSURES OF VIBRATIONS FELT IN A MOTOR VEHICLE. THE PROLONGED EXPOSURES IDENTIFIED ON PAGE 156, HIGHLIGHTS AN ANIMAL STUDY WITH APPROX. TIME FOR INJURY(IES) OR DISORDERS TO COMENCE AND DEVELOP BY REPEATED EXPOSURE SESSIONS, WITH AND WITHOUT VIBRATION, WERE CONDUCTED 4HR/DAY 5 DAYS/WEEK FOR 5 WEEKS, THE VIBRATION EXPOSED GROUP SHOWED SIGNS OF PROLONGED VASOCONSTRICTION FOLLOWING REPEATED VIBRATION EXPOSURES, IN AS LITTLE AS A FIVE WEEK EXPOSURE, OTHER ABSTRACTS STATE INJURY(IES) COULD OCCOUR IN AS LITTLE AS TWO DAYS, THE PLAINTIFF WAS EXPOSED TO ELEVATED VIBRATIONS FOR MONTHS, WITH A HERNIETED BACK AND NECK, PAIN AND SUFFERING SINCE AUGUST 19, 2008., AND IN APRIL 2009

PLAINTIFF SUSTAINED A PERMENANT INJURY(IES), AND WAS EXPERIENCING MIGRAIN HEADACHS, WEAKNESS AND LACK OF DESIRE. THE PLAINTIFF SUSTAINED MANY DISCOMFORTS AND ULTIMATLY WAS PERMENANTLY INJURED, ACCORDING TO THE MRI IMPRESSION RESULTS, 1- STRAIN/ PARTIAL TEAR MCL. 2- TORN POSTERIOR HORN MEDIAL MENISCUS. 3- SMALL JOINT EFFUSION WITH SUBCUTANEOUS EDEMA., DATED APRIL 16TH 2009. SEE ATTACHED MEDICAL DOCUMENTS.

SEE ATTACHED NIOSH TRANSCRIPT SEE PAGES # 55-56, PAGE # 64, PAGE # 91 AND PAGES # 70, 72, 73, PAGES # 104, 105, AND PAGE # 148.

Florida's dangerous instrumentality doctrine originated in the case of Southern Cotton Oil Co. v. Anderson, 80 Fla. 441,466, 86 So. 629, 636 (1920) one who authorizes and permits an instrumentality that is peculiarly dangerous in its operation to be used by another on the public highway, is liable in damages for injuries to third persons caused by the negligent operation of such instrumentality on the highway by one so authorized by the owner.

COUNT VII
PUNITIVE DAMAGES

THE PLAINTIFF'S CLAIM FOR PUNITIVE DAMAGES RELIES ON THE 2009 FLORIDA STATUTE 768.72 (2)(A),(B), (3)(A,B,C) TO PREVENT FUTURE INJURIES TO HUMANS EXPOSED TO ELEVATED VIBRATIONS IN MOTOR VEHICLES.....

Perlman v. Prudential Ins. Co. of America, 686 So. 2d 1378 (Fla. 3d DCA 1997), requires, as a matter of law, punitive damages wherever a fraud claim has been alleged.

In Schropp v Crown Eurocars, Inc., 654 So.2d 1158 (Fla. 1995), the supreme court reviewed the law concerning corporate liability for punitive damages, and established a clear distinction between vicarious and direct liability. In order to hold a corporation liable for vicarious liability for punitive damages, there must be a willful and malicious act on the part of an employee as well as a finding of independent negligent conduct by the corporation. *Id.* at 1159; see also **Mercury Motors Express, Inc. v Smith, 393 So.2d 545 (Fla. 1981)**. In order to impose direct liability for punitive damages on a corporation, there must be a showing of willful and malicious action on the part of a managing agent of the corporation. *Id.*; see also **Bankers Multiple Line Ins. Co. v Farish, 464 So.2d 530 (Fla. 1985)**. Under the vicarious liability theory, there is no requirement that the independent negligent conduct by the corporation be attributed to a managing agent. *Id.* at 1160-61.

768.72 (2)(a) "Intentional misconduct" means that the defendant had actual knowledge of the wrongfulness of the conduct and the high probability that injury or damage to the claimant would result and, despite that knowledge, intentionally pursued that course of conduct, resulting in injury or damage.

(b) "Gross negligence" means that the defendant's conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, or rights of persons exposed to such conduct.

3) In the case of an employer, principal, corporation, or other legal entity, punitive damages may be imposed for the conduct of an employee or agent only if the conduct of the employee or agent meets the criteria specified in subsection (2) and:

(a) The employer, principal, corporation, or other legal entity actively and knowingly participated in such conduct;

(b) The officers, directors, or managers of the employer, principal, corporation, or other legal entity knowingly condoned, ratified, or consented to such conduct; or

(c) The employer, principal, corporation, or other legal entity engaged in conduct that constituted gross negligence and that contributed to the loss,

damages, or injury suffered by the claim.

SUMMARY JUDGEMENT REQUEST:

SUMMARY JUDGEMENT IS PROPER IF THERE IS NO GENUINE ISSUE OF MATERIAL FACT IF THE MOVING PARTY IS ENTITLED TO A JUDGEMENT AS A MATTER OF LAW.

MENENDEZ V. PALMS WEST CONDOMINIUM ASS'N, 736 SO.2D

58 (FLA. 1ST DCA 1999). THUS THE STANDARD OF REVIEW IS DE

NOVO. THE FIRST PRONG OF THE SUMMERY JUDGEMENT

STANDARD IS EASILY ESTABLISHED IN THE INSTANT CASE ,

BECAUSE NO FACTUAL DISPUTES EXIST. ALTHOUGH

THE PARTIES' DISAGREE ABOUT HOW MUCH VIBRATION WAS

PRODUCED AND FOR HOW LONG, THE DISPUTE

ESSENTIALLY PERTAINS TO A QUESTION OF LAW. INDEED,

“[W]HERE THE DETERMINATION OF THE ISSUES OF A

LAWSUIT DEPENDS UPON THE CONSTRUCTION OF A

WRITTEN INSTRUMENT AND THE LEGAL EFFECT TO BE

DRAWN THEREFROM, THE QUESTION AT ISSUE IS

ESSENTIALLY ONE OF LAW ONLY AND DETERMINABLE BY

ENTRY OF SUMMARY JUDGEMENT.” COX V. CSX

INTERMODEL, INC., 732 SO.2D 1092, 1096 (FLA. 1ST DCA) (QUOTING

ANGELL V. DON JONES INS. AGENCY, 620 SO.2D 1012,1014 (FLA.

2ND DCA, 1993), It is well settled that legislative intent is the polestar that guides a court's statutory construction analysis. *Sec State v. Rife*, 789 So. 2d 288, 292 (Fla. 2001); *McLaughlin v. State*, 721 So. 2d 1170, 1172 (Fla. 1998). In determining that intent, we have explained that "we look first to the statute's plain meaning." *Moonlit Waters Apartments, Inc. v. Cauley*, 666 So. 2d 898, 900 (Fla. 1996). Normally, "[w]hen the language of the statute is clear and unambiguous and conveys a clear and definite meaning, there is no occasion for resorting to the rules of statutory interpretation and construction; the statute must be given its plain and obvious meaning." *Holly v. Auld*, 450 So. 2d 217, 219 (Fla. 1984) (quoting *A.R.Douglass, Inc., v. McRainey*, 137 So. 157, 159 (Fla. 1931)).

.....

320.60 Definitions for ss. 320.61-320.70.--Whenever used in ss. 320.61-320.70, unless the context otherwise requires, the following words and terms have the following meanings:

(1) "Agreement" or "franchise agreement" means a contract, franchise, new motor vehicle franchise, sales and service agreement, or dealer agreement or any other terminology used to describe the contractual relationship between a manufacturer, factory branch, distributor, or importer, and a motor vehicle dealer, pursuant to which the motor vehicle dealer is authorized to transact business pertaining to motor vehicles of a particular line-make.

(2) "Common entity" means a person:

(a) Who is either controlled or owned, beneficially or of record, by one or more persons who also control or own more than 40 percent of the voting equity interests of a manufacturer; or

(b) Who shares directors or officers or partners with a manufacturer.

(3) "Demonstrator" means any new motor vehicle that is carried on the records of the dealer as a demonstrator and is used by, being inspected or driven by the dealer or his or her employees, or driven by prospective customers for the purpose of demonstrating vehicle characteristics in the sale or display of motor vehicles sold by the dealer.

(4) "Department" means the Department of Highway Safety and Motor Vehicles.

(5) "Distributor" means a person, resident or nonresident, who, in whole or in part, sells or distributes motor vehicles to motor vehicle dealers or who maintains distributor representatives.

(6) "Factory branch" means a branch office maintained by a manufacturer, distributor, or importer for the sale of motor vehicles to distributors or to motor vehicle dealers, or for directing or supervising, in whole or in part, its representatives in this state.

(7) "Importer" means any person who imports vehicles from a foreign country into the United States or into this state for the purpose of sale or lease.

(8) "Licensee" means any person licensed or required to be licensed under s. 320.16.

(9) "Manufacturer" means any person, whether a resident or nonresident of this state, who manufactures or assembles motor vehicles or who manufactures or installs on previously assembled truck chassis special bodies or equipment which, when installed, form an integral part of the motor vehicle and which constitute a major manufacturing alteration. The term "manufacturer" includes a central or principal sales corporation or other entity through which, by contractual agreement or otherwise, it distributes its products.

(10) "Motor vehicle" means any new automobile, motorcycle, or truck, including all trucks, regardless of weight, including "heavy truck" as defined in s. 320.01(1) and "truck" as defined in s. 320.01(9), the equitable or legal title to which has never been transferred by a manufacturer, distributor, importer, or dealer to an ultimate purchaser; however, when legal title is not transferred but possession of a motor vehicle is transferred pursuant to a conditional sales contract or lease and the conditions are not satisfied and the vehicle is returned to the motor vehicle dealer, the motor vehicle may be resold by the motor vehicle dealer as a new motor vehicle, provided the selling motor vehicle dealer gives the following written notice to the purchaser: "THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER." The purchaser shall sign an acknowledgment, a copy of which is kept in the selling dealer's file.

(11)(a) "Motor vehicle dealer" means any person, firm, company, corporation, or other entity, who,

- 1. Is licensed pursuant to s. 320.27 as a "franchised motor vehicle dealer" and, for commission, money, or other things of value, repairs or services motor vehicles or used motor vehicles pursuant to an agreement as defined in subsection (1), or**
- 2. Who sells, exchanges, buys, leases or rents, or offers, or attempts to negotiate a sale or exchange of any interest in, motor vehicles, or**
- 3. Who is engaged wholly or in part in the business of selling motor vehicles, whether or not such motor vehicles are owned by such person, firm, company, or corporation.**

(b) Any person who repairs or services three or more motor vehicles or used motor vehicles as set forth in paragraph (a), or who buys, sells, or deals in three or more motor vehicles in any 12-month period or who offers or displays for sale three or more motor vehicles in any 12-month period shall be prima facie presumed to be a motor vehicle dealer. The terms "selling" and "sale" include lease-purchase transactions.

(c) The term "motor vehicle dealer" does not include:

- 1. Public officers while performing their official duties;**

2. Receivers, trustees, administrators, executors, guardians, or other persons appointed by, or acting under the judgment or order of, any court;

3. Banks, finance companies, or other loan agencies that acquire motor vehicles as an incident to their regular business; or

4. Motor vehicle rental and leasing companies that sell motor vehicles to motor vehicle dealers licensed under s.320.27.

(12) "Person" means any natural person, partnership, firm, corporation, association, joint venture, trust, or other legal entity.

(13) "Used motor vehicle" means any motor vehicle the title to which has been transferred, at least once, by a manufacturer, distributor, importer, or dealer to an ultimate purchaser.

(14) "Line-make vehicles" are those motor vehicles which are offered for sale, lease, or distribution under a common name, trademark, service mark, or brand name of the manufacturer of same.

(15) "Sell," "selling," "sold," "exchange," "retail sales," and "leases" includes any transaction where the title of motor vehicle or used motor vehicle is transferred to a retail consumer, and also any retail lease transaction where a retail customer leases a vehicle for a period of at least 12 months. Establishing a price for sale pursuant to s 320.64(24) does not constitute a sale or lease.

(16) "Service" means any maintenance or repair of any motor vehicle or used motor vehicle that is sold or provided to an owner, operator, or user pursuant to a motor vehicle warranty, or any extension thereof, issued by the licensee.

CERTIFICATE OF SERVICE

ALL ASSERTIONS MADE IN THE FOREGOING REQUEST, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT A COPY WAS FILED AND SENT TO THE DEFENDANTS ATTORNEY OF RECORD, BY EMAIL AND U.S. MAIL ON OCTOBER 7TH, 2009.

.....
SHERIF RAFIK KODSY
Individual/pro'se
15968 LAUREL OAK CIRCLE
DELRAY BEACH FLORIDA 33484
561-737-8998 / 800-379-8648

DISABILITY CERTIFICATE

RE: Sherif Kadosy
PATIENT'S NAME

DOL: 7/1/08
DATE OF ACCIDENT

I have examined and/or treated the above-named patient for injuries sustained in the above auto accident. As a result of the injuries received in this auto accident, I HAVE DISABLED AND/OR RESTRICTED THE PATIENT FOR THOSE ACTIVITIES THAT ARE MARKED BELOW.

WORK/EMPLOYMENT DISABILITY: The patient has been on work disability from 10/2/08 through present in DEFINITY (CW)
Date Present or future date

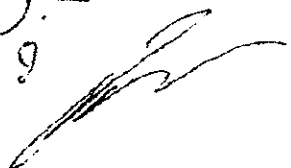
ATTENDANT CARE: The patient needs help taking care of their own personal needs, including, but not limited to dressing, grooming, medication dispensing, ambulating, bathing, toiletry and general hygiene, to supervision and observation. It is my opinion that the patient required these services from _____ through _____
Date

_____ for _____ hours per day, _____ days a week due to the injuries sustained in MVA.
Present or future date Hours per day Days per week

REPLACEMENT SERVICES/ HOUSE WORK: Household chores and/or outdoor chores that involve bending, lifting, twisting, prolonged standing or any other activity that may affect the patients medical condition(s). It is my opinion that the patient needs help with household chores, as a result of his injuries sustained in the MVA, from 10/7/08 through present indefinitely
Date Present or future date

TRANSPORTATION SERVICES: The patient is unable to drive and requires transportation service from _____ through _____
Date Present or future date

Date: 4/17/09
updyke
4/14/09



DOCTOR'S SIGNATURE
Jeffrey Zipp
PRINTED DOCTOR'S NAME

Joseph Neustein, MD
Orthopaedic Center of Boynton Beach PA
2623 S Seacrest BLVD
Suite 118
Boynton Beach, FL 33435
561-244-7100 phone
561-244-7109 fax

12/11/2008

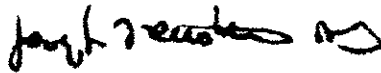
Re. Sherif Kudsy

Work/School Statement

Please be advised that Sherif Kudsy is being treated for an orthopaedic problem 2ndary to a motor vehicle accident that occurred on July 1, 2008 and will be unable to attend work from 7/1/2008.

Very truly yours,

Electronically Signed By



Joseph Neustein MD
(12/11/2008 3:52 PM)

Joseph Neustein, MD

815-874-2685

CARL SALVATI, MD, FACP
 13455 MILITARY TR SUITE A
 DELRAY BEACH FL 33484-1323

Telephone: (954)426-1186 Federal EIN: 65-0146603

Provider# K0772

SHERIF KODSY
 15964 LAUREL OAK CIR
 DELRAY BEACH FL 33484

Patient Account No: 04238

Statement - Sept 15, 2009

From	To	Qty	Services Rendered	Diag	Amount	Balance
			Patient: SHERIF KODSY 04238			
09/25/08		1	99245 CONSULTATION/INITIAL HI-	7840	450.00	
12/17/08			DENIED - COVERAGE EXHAUSTED			
01/06/09			PAYMENT - PATIENT CHECK			
10/01/08		1	95816 EEG (ELECTROENCEPHALOGRA	7840	105.89-	344.11
12/10/08			PAYMENT - INSURANCE			
12/10/08			ADJ - INSURANCE			
11/07/08		1	99215 OFFICE VISIT, HI-COMP	7840	45.00-	0.00
12/17/08			DENIED - COVERAGE EXHAUSTED			
01/06/09			PAYMENT - PATIENT CHECK			
11/26/08		1	99215 OFFICE VISIT, HI-COMP	7234	47.06-	152.94
12/17/08			DENIED - COVERAGE EXHAUSTED			
01/06/09			PAYMENT - PATIENT CHECK			
01/29/09		1	99215 OFFICE VISIT, HI-COMP	7234	47.05-	152.95
					200.00	200.00

0-30	31-60	61-90	91-120	Over120	Account Balance:	850.00
				850.00	Due From Patient:	850.00

PROBLEM(S)

Chest Pain - Nonspecific

Your exam and tests have not identified a specific cause for your chest pain. This type of pain, however, is not usually due to serious heart or lung problems. **Most often chest pain of this nature is caused by minor injuries, muscle strains, coughing, irritation of the chest wall tissues, or indigestion.** Alcohol, recreational drugs, and emotional upsets can also make this kind of pain worse. Additional lab tests or other studies such as x-rays, an electrocardiogram, stress testing, or cardiac imaging may be needed to determine the cause of your pain if it does not get better.

Most of the time nonspecific chest pain will be much improved within 2-3 days of rest and mild pain medicine. For the next few days avoid physical exertion or any activity that brings on the pain. Do not smoke or drink alcohol until all your symptoms are gone. Smoking cessation is the most important measure you can take to reduce your risk for heart and lung disease. Call your caregiver for routine follow-up as advised.

SEEK IMMEDIATE MEDICAL CARE IF YOU DEVELOP:

- Ø Increased chest pain, or pain that radiates to the arm, neck, jaw, back, or abdomen.
- Ø Shortness of breath, increasing cough, or coughing up blood.
- Ø Severe back or abdominal pain, nausea, or vomiting.
- Ø Severe weakness, fainting, fever, or chills.

Document Released: 12/18/2006

ExitCare® Patient Information ©2008 ExitCare, LLC.

REFERRAL(S)

You are being referred to the following physician(s)

Hanna-Awad, Amal, MD (Internal Medicine, Gen. Med)
9710 North Federal Hwy
Light House Point, FL 33064
561-827-3288

WHEN TO FOLLOW-UP

Follow up with Hanna-Awad, Amal, MD in 2-3 DAYS. If symptoms worsen, return to the Emergency Department.

Name: **Sherril Keady**
 Age: 45 years DOB: 04/27/1964
 Arr. Date: 02/05/2010 Arr. Time: 03:07
 Account#: 001857282
 MRN: 000438469
 Sex: Male
 Chief Complaint: Chest Pain
 Bed: EX14
 Private MD: None
 Height: ft. in. Weight:
 Diagnosis: Atypical Chest Pain

Delray Medical Center
 Emergency Department
Order Results



Allergies: No known drug Allergies

History: (Nothing Entered)

Test	Value	Range	Abnormal	Units	Status	Updated
CBC w/ Diff						
SPEC'M 02/05/10 04:49						
WHITE BLOOD CELL COUNT	8.2	5.0-10.0		x 10x3	F	02/05 04:55
RED BLOOD CELL COUNT	4.51	4.70-6.10	Below low normal	x 10x6	F	02/05 04:55
HEMOGLOBIN	14.4	14.0-18.0		g/dL	F	02/05 04:55
HEMATOCRIT	41.9	42.0-52.0	Below low normal	%	F	02/05 04:55
MEAN CORPUSCULAR VOLUME	92.8	81.0-98.0		fL	F	02/05 04:55
MEAN CORPUSCULAR HGB	32.0	27.0-31.0	Above high normal	pg	F	02/05 04:55
MEAN CORPUSCULAR HGB CONCENTRN	34.5	33.4-35.5		%	F	02/05 04:55
PLATELET COUNT	249	150-450		x 10x3	F	02/05 04:55
MEAN PLATELET VOLUME	8.9	7.4-10.4		fL	F	02/05 04:55
R3D CELL DISTRIBUTION " WIDTH	13.2	11.5-14.5		%	F	02/05 04:55
LYMPHOCYTE % AUTOMATED COUNT	30.3	10.0-50.0		%	F	02/05 04:55
MONOCYTE % AUTOMATED COUNT	6.6	1.0-8.0		%	F	02/05 04:55
GRANULOCYTE % AUTOMATED COUNT	59.9	40.0-80.0		%	F	02/05 04:55
EOSINOPHIL % AUTOMATED COUNT	2.8	0.0-5.0		%	F	02/05 04:55
BASOPHIL % AUTOMATED	0.4	0.0-1.0		%	F	02/05 04:55

COUNT						
LYMPH ABSOLUTE	2.5	1.0-5.0		/cmm	F	02/05 04:55
MONOCYTE ABSOLUTE	0.5	0.2-1.0		/cmm	F	02/05 04:55
GRANULOCYTE ABSOLUTE	4.9	1.0-7.5		/cmm	F	02/05 04:55
EOSINOPHIL ABSOLUTE	0.2	0.0-0.7		/cmm	F	02/05 04:55
BASOPHIL ABSOLUTE	0.0	0.0-0.2		/cmm	F	02/05 04:55
BMP						
SPEC'M 02/05/10 04:49						
GLUCOSE (SERUM)	105	74-118		mg/dL	F	02/05 05:12
BLOOD UREA NITROGEN	18	8-26		mg/dL	F	02/05 05:12
CREATININE, SERUM	0.9	0.6-1.2		mg/dL	F	02/05 05:12
SODIUM SERUM	138	135-145		MMOL/L	F	02/05 05:12
POTASSIUM SERUM	3.7	3.5-5.1		MMOL/L	F	02/05 05:12
CHLORIDE SERUM	103	98-111		MMOL/L	F	02/05 05:12
CO2 VENOUS	27	22-32		MMOL/L	F	02/05 05:12
CALCIUM	9.0	8.7-10.3		mg/dL	F	02/05 05:12
ANION GAP CALCULATION	8	5-15		mEQ/L	F	02/05 05:12
BUN/CREATININE RATIO	20	10-20		RATIO	F	02/05 05:12
OSMOLALITY CALCULATION	278	275-305		mOs/KG	F	02/05 05:12
CKMB With Total Cpk						
SPEC'M 02/05/10 04:49						
CREATINE KINASE	137	49-397		IU/L	F	02/05 05:20
CPK MB FRACTION	1.3	0.6-6.3		ng/mL	F	02/05 05:20
Troponin - I						
SPEC'M 02/05/10 04:49						
TROPONIN I	<0.01	0.00-0.50		ng/mL	F	02/05 05:18
02/05 05:18	TROPONIN I - Expected Values: 0.0 - 0.10 ng/ml - Negative 0.10 - 0.50 ng/ml - Indeterminate > 0.50 ng/ml - Positive Troponin I values greater than 0.50 ng/ml may be indicative of AMI. Elevations of Troponin I may also be observed in patients experiencing other cardiac disorders such as congestive heart failure, cardiac trauma and unstable angina.					

Name: Sherif Koady

Print Time: 2/5/2010 05:24:22

MRN: 000438469
 Account#: 001857282
 Page 2 of 2

Delray Medical Center
Emergency Services
5352 Linton Blvd.
Delray Beach, FL 33484
561-495-3115

**DISCHARGE INSTRUCTIONS FOR:
FOR TODAY'S VISIT ON:**

Sherif Kodsy
Saturday 8/22/2009

Thank you for using Delray Medical Center for your care today. It is important for you to know that the examination, treatment and x-ray reading you have received in the Emergency Care Center today have been rendered on an emergency basis only and are not intended to be a substitute for an effort to provide complete medical care. You should contact your follow-up physician as it is important that you let him or her check you and report any new or remaining problems since it is impossible to recognize and treat all elements of an injury or illness in a single emergency care center visit.

X-RAYS and LAB TESTS:

If you had x-rays today they were read by the emergency physician. Your x-rays will also be read by a radiologist within 24 hours. If you had a culture done it will take 24 to 72 hours to get results. If there is a change in the x-ray diagnosis or a positive culture we will contact you. **(Make sure we have your local phone number.)**

MEDICATIONS:

If you received a prescription for medication(s) today it is important that when you fill this you let the pharmacists know all the other medications that you are on and any allergies you might have. It is also important that you notify your follow-up physician of all your medications including the prescriptions you may receive today.

Care provided by **KAPLAN, PETER, MD** with the diagnosis of **Bronchitis Acute.**

Thanks again for using Delray Medical Center for your treatment today. The discharge instructions for today's visit are outlined below.

-
- Acute Bronchitis-EI
 - Albuterol Inhaler 1 (one) Unit 1-2 puffs four times a day as needed for shortness of breath
 - Zithromax (Z-pak) 1 (one) Dose Pak Take as directed
- Tackey, Frederick, MD (Pulmonary Med, Gen. Med)
- Prvt MD 2-3 days

Special Notes:

I hereby acknowledge that I have received and understand the above instructions and prescriptions (if any). I acknowledge that failure to follow-up with the above doctors as directed will release the emergency department physicians of any responsibility for any adverse outcome or worsening of my condition. I also understand that my signature authorizes Delray Medical Center to release all or any part of my medical record (including, if applicable, information pertaining to AIDS/HIV testing, mental health records, and drug/alcohol treatment) to the referred physician(s) listed above.

Sherif Kodsy

ED Physician or Nurse

Date _____

Delray Medical Center
Emergency Services
5352 Linton Blvd.
Delray Beach, FL 33484
561-495-3115

**DISCHARGE INSTRUCTIONS FOR:
FOR TODAY'S VISIT ON:**

Sheriff Kodsy
Friday 2/05/2010

Thank you for using Delray Medical Center for your care today. It is important for you to know that the examination, treatment and x-ray reading you have received in the Emergency Care Center today have been rendered on an emergency basis only and are not intended to be a substitute for an effort to provide complete medical care. You should contact your follow-up physician as it is important that you let him or her check you and report any new or remaining problems since it is impossible to recognize and treat all elements of an injury or illness in a single emergency care center visit.

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If you had x-rays today they were read by the emergency physician. Your x-rays will also be read by a radiologist within 24 hours. If you had a culture done it will take 24 to 72 hours to get results. If there is a change in the x-ray diagnosis or a positive culture we will contact you. **(Make sure we have your local phone number.)**

MEDICATIONS:

If you received a prescription for medication(s) today it is important that when you fill this you let the pharmacists know all the other medications that you are on and any allergies you might have. It is also important that you notify your follow-up physician of all your medications including the prescriptions you may receive today.

Care provided by PORTER, JAMES, MD with the diagnosis of Atypical Chest Pain.

Thanks again for using Delray Medical Center for your treatment today. The discharge instructions for today's visit are outlined below.

-
- Chest Pain - Nonspecific-EI
 - Hanna-Awad, Amal, MD (Internal Medicine, Gen. Med)
 - Selected Referral MD 2-3 Days

Special Notes:

I hereby acknowledge that I have received and understand the above instructions and prescriptions (if any). I acknowledge that failure to follow-up with the above doctors as directed will release the emergency department physicians of any responsibility for any adverse outcome or worsening of my condition. I also understand that my signature authorizes Delray Medical Center to release all or any part of my medical record (including, if applicable, information pertaining to AIDS/HIV testing, mental health records, and drug/alcohol treatment) to the referred physician(s) listed above.

Sheriff Kodsy

ED Physician or Nurse

Date _____

MRN # 000438460
ACCOUNT # 001857282

Delray Medical Center
Emergency Services
5352 Linton Blvd.
Delray Beach, FL 33484
561-495-3115

DISCHARGE INSTRUCTIONS FOR: Sherif Kodsy
FOR TODAY'S VISIT ON: Saturday 2/06/2010

Thank you for using Delray Medical Center for your care today. It is important for you to know that the examination, treatment and x-ray reading you have received in the Emergency Care Center today have been rendered on an emergency basis only and are not intended to be a substitute for an effort to provide complete medical care. You should contact your follow-up physician as it is important that you let him or her check you and report any new or remaining problems since it is impossible to recognize and treat all elements of an injury or illness in a single emergency care center visit.

X-RAYS and LAB TESTS:

If you had x-rays today they were read by the emergency physician. Your x-rays will also be read by a radiologist within 24 hours. If you had a culture done it will take 24 to 72 hours to get results. If there is a change in the x-ray diagnosis or a positive culture we will contact you. (Make sure we have your local phone number.)

MEDICATIONS:

If you received a prescription for medication(s) today it is important that when you fill this you let the pharmacists know all the other medications that you are on and any allergies you might have. It is also important that you notify your follow-up physician of all your medications including the prescriptions you may receive today.

Care provided by STURM, DAVID, MD with the diagnosis of Umbilical Hernia - reduced, Hypertension.

Thanks again for using Delray Medical Center for your treatment today. The discharge instructions for today's visit are outlined below.

-
- Hernia-EI
 - Hypertension (High Blood Pressure)-EI
 - Hypertension Information
 - Umbilical Hernia-EI
- Breslaw, Ralph, MD (General Surg, Central Line)
Gorokhovskiy, Diana, DO (Gen. Med)
- Selected Referral MD 2-3 Days

Special Notes:

I hereby acknowledge that I have received and understand the above instructions and prescriptions (if any). I acknowledge that failure to follow-up with the above doctors as directed will release the emergency department physicians of any responsibility for any adverse outcome or worsening of my condition. I also understand that my signature authorizes Delray Medical Center to release all or any part of my medical record (including, if applicable, information pertaining to AIDS/HIV testing, mental health records, and drug/alcohol treatment) to the referred physician(s) listed above.

Sherif Kodsy

2/06/10

ED Physician or Nurse

DELRAY BEACH, FL 33484
(561)638-8872

SHERIF KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437

Chart Number	Page
KODSH000	1

Make Checks Payable To:
Center for NeuroScience, PL
 16244 South Military Trail
 Suite 150
 DELRAY BEACH, FL 33484
 (561)638-8872

Patient: SHERIF KODSY Previous Balance: 0.00
 Case: DOA 7/01/2008 Chart Number: KODSH000
 Date of Last Payment: 01/06/2009 Amount: 0.00

Dates	Procedure	Charge	Paid by Primary	Applied to Deductible	Paid By Guarantor	Adjustments	Remainder
07/14/08	99213	175.00	0.00				175.00
Note: APPLIED TO PIP DEDUCTIBLE							
07/11/08	99214	200.00	-147.02				52.98
Note:							
07/09/08	99205	500.00	0.00				500.00
Note: Applied to PIP deductible							
07/22/08	99215	250.00	-199.42				50.58
Note: Applied to PIP deductible							
08/12/08	95934	250.00	-200.00				50.00
Note:							
08/12/08	95903	700.00	-502.39				197.61
Note:							
08/12/08	95904	500.00	-400.00				100.00
Note:							
08/01/08	99215	250.00	-199.42			-259.94	48.01
Note:							
03/22/08	99214	200.00	-147.01				52.99
Note:							
03/03/08	99214	200.00	-147.01				52.99
Note:							
01/02/08	55555	24.00	0.00				24.00
Note:							
01/16/08	97001	150.00	-114.38				35.62
Note:							

Amount Due
 Continued

Center for NeuroScience, PL
 16244 South Military Trail
 Suite 150
 DELRAY BEACH, FL 33484
 (561)638-8872

SHERIF KODSY
 9393 LAUREL GREEN DRIVE
 BOYNTON BEACH, FL 33437

Statement Date	01/11/2009	Page	3
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Make Checks Payable To:
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09/16/08	97110	90.00	-44.51	
Note:				45.49
09/16/08	97012	60.00	-23.17	
Note:				36.83
09/16/08	97530	65.00	-46.39	
Note:				18.61

Patient: SHERIF KODSY
 Case: M/T DOA 7/01/2008
 Chart Number: KODSH000
 Date of Last Payment: 01/06/2009
 Amount: 0.00

Dates	Procedure	Charge	Paid by Primary	Paid by Secondary	Applied to Deductible	Paid By Guarantor	Adjustments	Remainder
7/09/08	97010	45.00	0.00	0.00				45.00
Note:	APPLIED TO PIP DEDUCTIBLE							
7/09/08	97032	60.00	0.00	0.00				60.00
Note:								
7/09/08	97035	55.00	0.00	0.00				55.00
Note:	Applied to PIP deductible							
7/09/08	97112	60.00	0.00	0.00				60.00
Note:								
7/09/08	97140	110.00	0.00	0.00				110.00
Note:								
7/09/08	97535	90.00	0.00	0.00				90.00
Note:								
7/09/08	99205	500.00	0.00	0.00				500.00
Note:								
7/11/08	97010	45.00	0.00	0.00				45.00
Note:								
7/11/08	97032	60.00	0.00	0.00				60.00
Note:								
7/11/08	97035	55.00	0.00	0.00				55.00
Note:								

2 20

Amount Due
 Continued

Center for Neuro Science, PL

16244 South Military Trail

Delray Beach, FL 33484

DELRAY BEACH, FL 33484
(561)638-8872

SHERIF KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437

STATE OF FLORIDA
CHECK NUMBER
DATE

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07/11/08	97112	60.00	0.00	0.00	
Note:					60.00
07/11/08	97140	110.00	0.00	0.00	
Note:					110.00
07/14/08	97010	45.00	-8.00	0.00	
Note:					37.00
07/14/08	97032	60.00	-25.61	0.00	
Note:					34.39
07/14/08	97035	55.00	-18.54	0.00	
Note:					36.46
07/14/08	97112	60.00	-45.76	0.00	
Note:					14.24
07/14/08	97140	110.00	-81.76	0.00	
Note:					28.24
07/16/08	97010	45.00	-8.00	0.00	
Note:					37.00
07/16/08	97032	60.00	-25.61	0.00	
Note:					34.39
07/16/08	97035	55.00	-18.54	0.00	
Note:					36.46
07/16/08	97112	60.00	-45.76	0.00	
Note:					14.24
07/16/08	97140	110.00	-81.78	0.00	
Note:					28.22
07/22/08	97010	45.00	0.00	0.00	
Note: APPLIED TO DEDUCTIBLE					45.00
07/22/08	97032	60.00	0.00	0.00	
Note:					60.00
07/22/08	97035	55.00	0.00	0.00	
Note:					55.00

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Amount Due
Continued

DELRAY BEACH, FL 33484
 (561)638-8872

SHERIF KODSY
 9393 LAUREL GREEN DRIVE
 BOYNTON BEACH, FL 33437

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Center for NeuroScience, PL
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07/22/08	97112	60.00	0.00	0.00		
Note:						
07/22/08	97140	110.00	0.00	0.00		60.00
Note:						
07/28/08	97010	45.00	-8.00	0.00		110.00
Note:						
07/28/08	97032	60.00	-25.76	0.00		37.00
Note:						
07/28/08	97035	55.00	-13.11	0.00		34.24
Note:						
07/28/08	97112	60.00	0.00	0.00	-32.65	41.89
Note:						
07/28/08	97140	110.00	0.00	0.00	-48.00	60.00
Note:						
07/28/08	97039	60.00	0.00	0.00	-81.76	110.00
Note:						
08/01/08	97010	45.00	-8.00	0.00	-18.61	60.00
Note:						
08/01/08	97032	60.00	-25.62	0.00		37.00
Note:						
08/01/08	97035	55.00	-18.54	0.00		34.38
Note:						
08/01/08	97112	60.00	-45.76	0.00		36.46
Note:						
08/01/08	97140	110.00	-81.76	0.00		14.24
Note:						
8/01/08	97039	60.00	-12.00	0.00		28.24
Note:						
3/06/08	97010	45.00	-8.00	0.00		48.00
Note:						
						37.00

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Amount Due
Continued

16244 South Military Trail
Suite 150

DELRAY BEACH, FL 33484
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SHERIF KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437

Signature	Date	Chart Number	Page
01/1/08		150 SHCCO	

Make Checks Payable To:
Center for NeuroScience, PL
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 Suite 150
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 (561)638-8872

08/06/08	97032	60.00	-25.62	0.00	
Note:					34.38
08/06/08	97035	55.00	-18.54	0.00	
Note:					36.46
08/06/08	97112	60.00	-45.76	0.00	
Note:					14.24
08/06/08	97140	110.00	-81.76	0.00	
Note:					28.24
08/06/08	97039	60.00	-12.00	0.00	
Note:					48.00
08/08/08	97010	45.00	-8.00	0.00	
Note:					37.00
08/08/08	97032	60.00	-25.62	0.00	
Note:					34.38
08/08/08	97035	55.00	-18.54	0.00	
Note:					36.46
08/08/08	97112	60.00	-45.76	0.00	
Note:					14.24
08/08/08	97124	60.00	-35.39	0.00	
Note:					24.61
08/08/08	97140	55.00	-40.88	0.00	
Note:					14.12
08/08/08	97039	60.00	-12.00	0.00	
Note:					48.00
08/18/08	97032	60.00	-25.62	0.00	
Note:					34.38
08/18/08	97010	45.00	-8.00	0.00	
Note:					37.00
08/18/08	29200	150.00	-80.66	0.00	
Note:					69.34

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Amount Due
Continued

DELRAY BEACH, FL 33484
 (561)638-8872

SHERIF KODSY
 9393 LAUREL GREEN DRIVE
 BOYNTON BEACH, FL 33437

Make Checks Payable To:
Center for NeuroScience, PL
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08/18/08	97124	60.00	-35.39	0.00	
Note:					
08/18/08	97140	55.00	-40.55	0.00	24.61
Note:					
08/18/08	97112	60.00	-45.76	0.00	14.45
Note:					
08/20/08	97032	60.00	-25.62	0.00	14.24
Note:					
08/20/08	97033	300.00	-137.78	0.00	34.38
Note:					
08/20/08	97035	55.00	-18.54	0.00	162.22
Note:					
08/20/08	97124	60.00	-35.39	0.00	36.46
Note:					
08/20/08	97140	55.00	-40.88	0.00	24.61
Note:					
08/20/08	97112	60.00	-45.76	0.00	14.12
Note:					
08/20/08	J1094	200.00	-0.92	0.00	14.24
Note:					
08/20/08	G0377	150.00	-120.00	0.00	199.08
Note:					
08/13/08	97032	60.00	0.00	0.00	30.00
Note:					
08/13/08	97010	45.00	-8.00	0.00	60.00
Note:					
08/13/08	97035	55.00	-18.54	0.00	37.00
Note:					
08/13/08	97124	60.00	-35.39	0.00	36.46
Note:					
					24.61

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Amount Due
 Continued

DELRAY BEACH, FL 33484
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SHERIF KODSY
 9393 LAUREL GREEN DRIVE
 BOYNTON BEACH, FL 33437

Make Checks Payable To:
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 Suite 150
 DELRAY BEACH, FL 33484
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8/13/08	97112	60.00	-45.76	0.00	
Note:					
8/13/08	97140	55.00	-40.88	0.00	14.24
Note:					
8/13/08	97033	150.00	-74.46	0.00	14.12
Note:					
8/13/08	J1094	200.00	-46.36	0.00	75.54
Note:					
8/13/08	G0377	150.00	-100.00	0.00	153.64
Note:					
8/22/08	97032	60.00	-25.62	0.00	50.00
Note:					
8/22/08	97010	45.00	-8.00	0.00	34.38
Note:					
8/22/08	97039	60.00	-12.00	0.00	37.00
Note:					
8/22/08	97124	60.00	-35.39	0.00	48.00
Note:					
8/22/08	97140	55.00	-40.88	0.00	24.61
Note:					
8/22/08	97112	60.00	-45.76	0.00	14.12
Note:					
					14.24

Patient: SHERIF KODSY
 Case: P/T DOA 7/01/2008
 Chart Number: KODSH000
 Date of Last Payment: 01/06/2009

Dates	Procedure	Charge	Paid by Primary	Paid by Secondary	Amount:	Applied to Deductible	Paid By Guarantor	Adjustments	Remainder
9/09/08	97110	180.00	-89.02	0.00	0.00				
Note:								-68.72	22.26
1/09/08	97012	60.00	-23.17	0.00				-31.04	5.79
Note:									

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Amount Due
 Continued

Center for NeuroScience, FL

16244 South Military Trail

Suite 150

DELRAY BEACH, FL 33484

(561)638-8872

SHERIF KODSY

9393 LAUREL GREEN DRIVE

BOYNTON BEACH, FL 33437

Check #	Check Date	Check Number	Page
97530	09/09/08	KODSH000	9

Make Checks Payable To:
Center for NeuroScience, PL
 16244 South Military Trail
 Suite 150
 DELRAY BEACH, FL 33484
 (561)638-8872

Date	Check #	Debit	Credit	Balance	Check #	Amount
09/09/08	97530	65.00	-46.39	0.00		
Note:						-7.02 11.59
09/11/08	97001	150.00	-114.38	0.00		
Note:						35.62
09/11/08	97110	180.00	-89.02	0.00		
Note:						90.98
09/11/08	97012	60.00	-23.17	0.00		
Note:						36.83
09/11/08	97530	65.00	-46.38	0.00		
Note:						18.62
09/17/08	97110	270.00	-133.54	0.00		
Note:						136.46
09/17/08	97012	60.00	-23.17	0.00		
Note:						36.83
09/23/08	97110	270.00	-133.54	0.00		
Note:						136.46
09/23/08	97012	60.00	-23.17	0.00		
Note:						36.83
09/29/08	97001	150.00	0.00	0.00		
Note:						150.00
09/29/08	97110	270.00	-133.54	0.00		
Note:						136.46
09/29/08	97012	60.00	-23.17	0.00		
Note:						36.83
09/29/08	97530	65.00	-46.38	0.00		
Note:						18.62
09/29/08	97012	60.00	0.00	0.00		
Note:						60.00
09/24/08	97001	150.00	0.00	0.00		
Note:						150.00

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Amount Due
Continued

Center for NeuroScience, PL

16244 South Military Trail

Delray Beach, FL 33484

DELRAY BEACH, FL 33484

(561)638-8872

SHERIF KODSY

9393 LAUREL GREEN DRIVE

BOYNTON BEACH, FL 33437

Center for NeuroScience, PL	2271
16244 South Military Trail	
Delray Beach, FL 33484	

Make Checks Payable To:
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16244 South Military Trail
Suite 150
DELRAY BEACH, FL 33484
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09/24/08	97110	270.00	-133.54	0.00	136.46
Note:					
09/24/08	97012	60.00	-23.17	0.00	36.83
Note:					
09/24/08	97530	65.00	-46.38	0.00	18.62
Note:					
09/24/08	97012	60.00	0.00	0.00	60.00
Note:					
09/26/08	97002	75.00	-60.00	0.00	15.00
Note:					
09/26/08	97110	270.00	-133.54	0.00	136.46
Note:					
09/26/08	97012	60.00	0.00	0.00	60.00
Note:					
09/26/08	97530	65.00	-46.36	0.00	18.64
Note:					
09/26/08	97012	60.00	0.00	0.00	60.00
Note:					
09/26/08	97001	150.00	0.00	0.00	150.00
Note:					

9 27

Amount Due
7,479.79

Lake Worth
(561) 963-9881

Palm Beach Gardens
(561) 622-2442

Royal Palm Beach
(561) 798-9411

Boynton Beach
(561) 737-1927

Boca Raton
(561) 361-1515

Palm Beach Lakes
(561) 688-5808

Chest Pain - Atypical

Patient: SHERIF KODSY
Phone: 561-666-0237

ABOUT YOUR RESPONSIBILITIES

AFTER YOU LEAVE, YOU MUST PROPERLY CARE FOR YOUR PROBLEM AND OBSERVE ITS PROGRESS. IF YOU DO NOT IMPROVE AS EXPECTED, OR ARE WORSE, DO ONE OF THE FOLLOWING, IMMEDIATELY: CONTACT YOUR DOCTOR, OR SPECIALIST, OR CALL MD NOW (CONTACT NUMBERS ABOVE), OR RETURN HERE.

THE DOCTOR THINKS YOUR SYMPTOMS MAY BE DUE TO: Chest Pain - Atypical

Keep this in mind: DIAGNOSIS WITH 100% CERTAINTY IS NOT POSSIBLE in the Urgent Care Center. Therefore, if you find you are not getting better, another diagnosis is possible, and you must see your doctor, or return here.

ATYPICAL CHEST PAIN is caused by factors other than disease of the heart, most commonly strains or inflammation of the muscles and connective tissue of the chest. Although you do not appear to have immediate risk of a heart attack, many adults have silent heart disease. See your family or primary doctor to evaluate the possibility of any silent heart disease.

What To Watch For:	Return here immediately if you experience: A) worsening pain B) change in location or type of pain (such as increased tightness) C) nausea, vomiting, fever, or chills D) cough, especially if associated with fever or phlegm (sputum) production E) any other new or bothersome symptoms
What To Expect	Symptoms should gradually improve with treatment and should not occur along with shortness of breath, dizziness, vomiting, or cold sweats. You need to return immediately if these other signs occur along with your pain, or if your symptoms change or worsen.
What To Do	1. Take whatever medication has been prescribed 2. Keep exertion to a minimum during your recovery; do no heavy lifting 3. Keep an eye out for a change in your symptom pattern, and return immediately if any occurs
What Not To Do	1. DO NOT ignore chest pain which continues to be present, or worsen, despite treatment 2. DO NOT ignore new symptoms which may require further evaluation

Assessment: Chest Pain

Additional Instructions: Go directly to Delray ER

Report any changes in your condition or concerns you may have immediately to MD NOW Urgent Care Center, your Family Physician, or go to the nearest Hospital Emergency Room.

- Return to MD NOW Urgent Care Center for follow-up on ___/___/___, or as needed.
 Referred to specialist _____ Phone: _____
 Prescription given Received discharge instructions Verbalizes understanding

If there is NO improvement, or your condition WORSENS, call your Primary Care Physician, RETURN to MD NOW Urgent Care Center, or go to the nearest Emergency Room. If you are experiencing a life-threatening emergency call 911.*

*Federal law defines an emergency medical condition as follows :

An "emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances, and/or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected to result in: Placing the health of the individual (or, with respect to a pregnant woman, the health of a woman or her unborn child) in serious jeopardy; Serious impairment to any bodily functions; Serious dysfunction of any bodily organ or part.

If you think or feel that there is an emergency, but are not sure, assume it is an emergency and DIAL 911.

PATIENT ACKNOWLEDGMENT:

I understand the urgent medical care which I have received is not intended to be complete and definitive care and treatment. I acknowledge I have been instructed to contact my Primary Care Physician, or a Specialist, immediately for continued and complete medical care and treatment. EKG's, X-Rays, and lab studies will be reviewed by our Physicians (not a Specialist). The patient may be notified if significant discrepancies. If requested, a Specialist referral will be given.

I understand, and agree, that all of my questions concerning my prescription(s) have been answered; I will call within 48 hours for any pending results.

Signature: <u>Sherif Kody</u>	Health Care Professional Signature: <u>[Signature]</u>
<input checked="" type="checkbox"/> Patient <input type="checkbox"/> Parent <input type="checkbox"/> Guardian	Date: <u>2/4/2010</u>

Joseph Neustein, MD
Orthopaedic Center of Boynton beach, PA
2623 S Seacrest BLVD
Suite 118
Boynton Beach, Fl 33435
561-244-7100 phone
561-244-7109 fax

12/11/2008

Re. Sheriff Kody

Work/School Statement

Please be advised that Sheriff Kody is being treated for an orthopaedic problem 2ndary to a motor vehicle accident that occurred on July 1, 2008 and will be unable to attend work from 7/1/2008.

very truly yours,

Electronically Signed By 

Joseph Neustein MD
(12/11/2008 3:52 PM)

Joseph Neustein, MD

Paul F. Hyland, M.D., FACS

Ralph Breslaw, M.D., FACS



Palm Coast Surgical Associates, P.A.
Maryann Butler, LPN
Patient Care Coordinator

229 George Bush Blvd.
Delray Beach, FL 33444

Phone: 561-272-1234
Fax: 561-274-2060

possibly others in your consultation, we would like you to have a list so that you may ask questions if you are still concerned. Aside from anesthesia complications, it is important that every patient be made aware of all possible outcomes that may include, but are not limited to:

- Recurrence or Persistence: As previously mentioned, hernias can return (read above). Much less commonly, a hernia can immediately persist immediately after the repair. In other words, the repair may seem very strong at the end of the operation, but immediately fail due to poor quality tissue.
- Hematoma: This is when a small blood vessel continues to ooze or bleed after the procedure is over. The result is greater swelling and bruising. Intervention is very rarely necessary and it almost always resolves over time with compresses, much like any bad bruising or swelling. If the hematoma is unusually large (cumbersome or painful) or does not show resolution in a reasonable amount of time, a procedure to evacuate the clots may be required. Significant bleeding (or that requiring blood transfusion) is exceedingly rare even in the most difficult of herniorrhaphy procedures.
- Infection: Infection is possible in any procedure despite sterile technique. Usually, warm compresses and antibiotics are sufficient. Occasionally, an infection would require partially opening the wound to allow proper drainage. If there is an artificial graft or mesh, a severe infection could necessitate its surgical removal.
- Paresthesias: There are small nerves that exist within the spermatic cord itself as well as alongside the outside of the cord. While careful attention is paid to the preservation of these nerves, they can be inadvertently injured. When this occurs, small areas of skin (especially on the inner thigh and on the scrotal sac) can lose their sensation and feel "numb" permanently.
- Chronic Pain: As with any procedure, a patient can develop chronic pain in an area that has been traumatized. Although this is very rare, it is perhaps a bit more common with inguinal herniorrhaphy. Typically, the pain disappears over time. If persistent, further evaluation and possible treatment could be necessary.
- Vital Structure or Organ Injury: Inguinal hernias are performed in the area of the spermatic cord. This is the grouping of vital structures going to or returning from the testicle. Although very rare, any of the structures can be inadvertently injured during a difficult dissection. It may be recognized and fixed immediately, or present itself later at a time when the damage is not necessarily reversible. If the blood supply to the testicle is injured or strangulated, the testicle can atrophy (shrink) and actually become a completely non-functioning testicle on that side. In a difficult periumbilical, or other abdominal (incisional) repair, intra-abdominal organs (most commonly the small intestine) can be inadvertently damaged. Again, this can be immediately recognized or present in a delayed fashion.

RALPH BRESLAW, MD 2/18/10 Maryam Butler RN 2/18/10
Physician Date Witness Date

X Shreya Kody 02/18/2010
Patient Date

The information contained in this Medical Informed Consent form ("Consent Form") is intended solely to inform and educate and should not be used as a substitute for medical evaluation, advice, diagnosis or treatment by a physician or other healthcare professional. White Oakstone endeavors to ensure the reliability of information contained in its Consent Forms, such information is subject to change as new health information becomes available. Oakstone cannot and does not guaranty the accuracy or completeness of the information contained in this Consent Form, and assumes no liability for its content or for any errors or omissions. Laws vary from state to state regarding the information that must be given to a patient for informed consent. Please be sure to check the laws regarding legal informed consent as they apply within your state. Please call your doctor or other healthcare provider if you have any questions.

To review the basics of what we discussed in the office: The procedure can take anywhere from 30 minutes to several hours depending on an individual's anatomy, the size and location of the hernia, and whether a prior herniorrhaphy or other procedure has been performed in that area. Prior procedures may have caused scar tissue to form in that area, perhaps prolonging the current procedure.

After the incision has been made, the surgeon dissects the fascia (strong tissue) away from surrounding structures. In re-do repairs, this can sometimes be more time consuming due to scar tissue that may have formed. Once this has been done, the surgeon will sew one edge of tissue to the other. In many hernia repairs, a piece of mesh (an artificial material or screen as many call it) will be used in the repair. There are different types of mesh used today, and they all serve three basic purposes. The first is that they may have greater tensile (pulling) strength than one's weakened herniated tissue. The second is that the piece may help to bridge the gap so that the edges may come together with less tension pulling them apart. The third is that the mesh, being artificial, causes a scar reaction of the surrounding tissue to add even more strength in the area. All types are designed to remain in the body forever. After the mesh is in place, the wound is closed in different layers. Your surgeon will decide on the material used to close the skin. Sometimes sutures are used and in other instances, the skin may be closed with staples.

After the skin is closed, a sterile dressing may be applied over the incision site.

Post Procedure

Most hernia repairs are done as an ambulatory procedure and so you will be sent home a few hours after. Your surgeon may have told you if your particular case possibly warranted admission to the hospital. You will be in the recovery room for a short time before being sent home. You may have discomfort over the incisions and possibly in the groin and scrotum if you had an inguinal herniorrhaphy.

If the dressing becomes soaked, or you see active blood oozing, please contact us. You may shower the day after surgery, but no baths or swimming unless otherwise instructed. Some surgeons will prefer that you take warm baths perhaps a few days after your surgery. We ask that you refrain from any strenuous activity until your follow up. Every patient has some degree of swelling and bruising, and it is not possible to predict in whom this might be minimal or significant. It is very important that you intermittently apply ice compresses to the area as instructed. We strongly encourage you to take the following day off of work and perhaps more if your occupation requires strenuous activity or heavy lifting. In the first 24 hours, it is to your advantage to minimize activity and spend a lot of time lying down. The more swelling you prevent in the first two days, the better off you are. Some patients have almost no discomfort while others are somewhat uncomfortable for a few days. We may provide you with a prescription for pain medication but you certainly may take an over the counter medication to which you are not allergic. Other prescriptions, such as antibiotics, will depend on the preference of your surgeon and your particular circumstances. Upon your follow up in the office, we will examine you and remove any staples or sutures.

Expectations of Outcome

There may be significant swelling or bruising (black and blue discoloration) at the area of incision and in the surrounding area. Recovery time varies from patient to patient and is dependent on the size, location, and complexity of the repair. The majority of hernia repairs are successful and last forever. With time, however, any hernia can recur. Recurrence is more common with: large hernia repairs, re-do repairs, in obese patients, and perhaps even in diabetics or in patients with immune disorders (or on steroids) in which tissue healing may be somewhat compromised.

Possible Complications of the Procedure

All surgical procedures, regardless of complexity or time, can be associated with unforeseen problems. They may be immediate or even quite delayed in presentation. While we have discussed these and

PROCEDURE EDUCATION LITERATURE

\$ 790.00

We recommend that you read this handout carefully in order to prepare yourself or family members for the proposed procedure. In doing so, you will benefit both the outcome and safety of the procedure. *If you still have any questions or concerns, we strongly encourage you to contact our office prior to your procedure so that we may clarify any pertinent issues. "An educated patient is the best patient."*

Definition

Umbilical

HERNIORRHAPHY *Repair*

The strongest supporting soft-tissue in the body is called "fascia." When there is a weakened area or defect in the fascia, it is termed a **hernia**, and its surgical repair a herniorrhaphy. Hernias can occur in different areas of the body but are most common in the inguinal (groin area) region. They are termed *inguinal hernias*. Another common site is around the umbilicus (navel) and is called an *umbilical or periumbilical hernia*. Women may have a fascial defect in the upper thigh/groin region termed a *femoral hernia*. There is another type of hernia referred to as an *incisional hernia*. This is a hernia that occurs in an area where fascia had been previously opened to do a surgery in the abdominal cavity.

Hernias may present as just a bulge in the area, or they can cause significant discomfort. Although not all hernias have to be repaired, some can cause significant problems. It is possible for other tissue (such as fatty tissue or the small intestines) to get caught in the hernia and strangulate (lose its blood supply).

There are several ways to repair a hernia that will depend on different factors:

- the location of the hernia
- the size of the hernia
- whether this is a first time hernia or a re-do (repeat) repair
- the strength or quality of your own tissue around the hernia

Hernias are usually diagnosed by physical examination and it is uncommon to need special X-rays referred to as a CT scan or MRI scan.

Preparation

As with any procedure in which anesthesia is administered, you will be asked not to eat or drink anything after midnight on the evening prior to your surgery. You may brush your teeth in the morning but not swallow the water. If you are on medications that must be taken, you will have discussed this with us and/or the anesthesiologist and instructions will have been given to you. The procedure will not be performed if you are currently taking, or have recently taken any medication that may interfere with your ability to clot your blood ("blood thinners, aspirin, anti-inflammatory medicines, etc..."). The most common of these medications are aspirin and all related pain relievers or anti-inflammatory compounds (whether prescription or over-the-counter). ***Please refer to the attached list and tell us if you took any of these within the past 10 days.*** If your new medication is not on the list, alert us immediately so that we may ensure optimal procedure safety. We will have reviewed all of your current medications with you during the pre-operative/pre-procedure consultation. You are obligated to inform us if anything has changed (medication or otherwise) since your previous visit.

Procedure

The type of anesthesia used will reflect the size and location of your hernia, your overall age and health, as well as your and your surgeon's preferences. The advantages and disadvantages of each type will have been discussed with you by your surgeon and by the anesthesiologist.

ORLANDO, FL 32886

DATE 9/25/09

RETURN SERVICE REQUESTED

ACCOUNT NUMBER 969828-02

PLEASE DIAL NUMBER AS SHOWN
OUR TOLL FREE PHONE NUMBER IS 1-866-622-5104
OUR PATIENT SERVICES WEBSITE IS: WWW.EMSCLAIMS.NET

AMOUNT PAID \$ _____

MAKE CHECKS PAYABLE IN U.S. DOLLARS TO:

969828-02
SHERIF KODSY
15968 LAUREL OAK CI
DELRAY BEACH, FL 33484

PALM BEACH COUNTY FIRE RESCUE
PO BOX 862036
ORLANDO, FL 32886



969828-02 0

PATIENT NAME: SHERIF KODSY TRANSPORTED TO: DELRAY COMMUNITY
PHONE NUMBER:

DATE	DESCRIPTION OF SERVICE	CHARGES	PAYMENTS
8/22/09	EMS TRANSPORT MILEAGE CHARGE 0001.0 @ 009.00	490.00 9.00	
<p>You are responsible for the emergency transport services itemized above. If you have insurance or participate in any program that will pay for these services, please complete the reverse side of this form and return it in the enclosed envelope. IF YOU HAVE MEDICARE COVERAGE, YOU MUST SIGN AND RETURN THE SIGNATURE SECTION IN ORDER FOR US TO SUBMIT A CLAIM TO MEDICARE ON YOUR BEHALF. PLEASE MAKE SURE THAT YOUR NAME APPEARS EXACTLY AS IT DOES ON YOUR MEDICARE CARD. IF YOU ARE COVERED BY A MEDICARE HMO, HMO, PLEASE INCLUDE THE NAME OF THE HMO AND YOUR POLICY NUMBER. You may also update your insurance information or enter a billing concern on the internet at www.emsclaims.net. Otherwise, payment is due within 14 days.</p> <p>Thank you for your assistance.</p>			

PAY THIS AMOUNT 499.00

*** IMPORTANT NOTICE ***

IN ORDER FOR YOUR INSURANCE TO BE BILLED PLEASE PROVIDE THE REQUIRED INFORMATION REQUESTED ON THE REVERSE SIDE OF THE FORM AND SIGN THE TOP PORTION.

National Pain Institute

5365 W. Atlantic Ave.
Suite 504
Delray Beach, FL 33484
(561) 495-6300
www.natpain.com

Patient ID: 21744
Patient Name: SHERIF KODSY
Date of Birth: 04/27/1964
Policy ID/Claim #: 085024081
Referring Physician: CARL SALVATI MD
Date of Service: 04/07/2009

RETURN VISIT - PREVIOUS PROBLEM

HISTORY OF PRESENT ILLNESS:

DATE OF INJURY: JULY, 1, 2008.

The patient is a pleasant, 45 year old, right handed, Caucasian, male.

CERVICAL SPINE: The patient presents with complaints of neck pain. The pain is located in the lower neck. The pain radiates into the right shoulder. The quality is achy. Patient states MRI of C-spine reveals HNP.

LUMBAR SPINE: The patient presents with symptoms of low back pain. The onset of pain began following an automobile accident where the patient was struck on the opposite side of the vehicle, restrained, and airbag deployed and his truck overturned onto the drivers side. The patient presents with complaints of pain in the lower back region. The pain radiates into the sacroiliac region bilaterally, left groin, left knee, left foot. The severity is moderate. The duration is continuous, variable. The quality is sharp. The symptoms were aggravated by sitting, standing, bending, carrying, lifting. EMG/NCS cw left L5 neuropathic findings, MRI L-spine cw a broad based central disc herniation at L34 and a small buldge at L5S1. He is having insomnia at this time.

CHANGES: Since last seen the patient has not had any new injuries, hospitalization or medication changes.

RESPONSE TO TREATMENT: The patient's present pain score is subjectively graded 6/10, to 7/10. The patients pain score is stable on the present medication regimen.

MEDICATION SIDE EFFECTS: The patient reports no adverse side effects from the present medication.

PAST MEDICAL HISTORY:

MEDICAL: No history of significant medical diseases. Prior MVA 20 years ago sustaining fracture to left leg with closed reduction for which he made a full recovery. WRI 4 years ago cutting a tendon in the right leg with repair and full recovery.

SURGICAL: Left shoulder arthroplasty. Biceps tendon repair.

CURRENT MEDICATION LIST:

PERCOCET ORAL TABLET 10-325 MG, 1 Every Six Hours, As Needed

PREVACID ORAL CAPSULE DELAYED RELEASE 15 MG, 1 Every Day

LYRICA ORAL CAPSULE CONVENTIONAL 75 MG, 1 Every Day At Bedtime

CURRENT ALLERGY LIST:

NKDA.

FAMILY HISTORY:

GENERAL FAMILY ILLNESS: No significant familial diseases.

SOCIAL HISTORY:

ALCOHOL: Minimal alcohol consumption.

TOBACCO USE: Currently smokes 1 1/2 PPD, has smoked for 25 to 30 years.

MARITAL STATUS: Single.

OCCUPATION: General contractor

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Policy ID/Claim #: 085024081

Referring Physician: CARL SALVATI MD

Date of Service: 04/07/2009

ILLICIT DRUG USE: No history of illicit drug use or prescription misuse.

REVIEW OF SYSTEMS:

GENERAL: No major weight gain, loss or fever.

EYES: No loss or change in vision.

EARS/NOSE/MOUTH/ THROAT: No hearing changes, hoarseness, or swallowing difficulties.

RESPIRATORY: No shortness of breath, cough, hemoptysis, or wheezing.

CARDIAC: No chest pain, palpitations, tachyarrhythmias, or edema.

GI: No abdominal pain, change in bowel habits or heartburn.

GU: No urinary problems noted.

MUSCULOSKELETAL: See HPI.

NEUROLOGICAL: See HPI.

SKIN/CHEST WALL: No rashes, sores, blisters, growths, changing moles, discolorations or non-healing lesions. No abnormalities in chest wall.

PSYCHIATRIC: No recent change in mood or behavior.

ENDOCRINE: No heat or cold intolerance, change in hair distribution, excessive thirst, hunger, or urination, change in energy level, or significant weight gain or loss.

HEMATOLOGIC/LYMPHATIC: No abnormal bruising or bleeding. No swollen, tender, or painful lymph nodes.

ALLERGIC/IMMUNOLOGIC: No latex allergies or recurrent infections.

PHYSICAL EXAM:

CONSTITUTIONAL:

VITAL SIGNS:

VS-PULSE: 72 Left Radial, Regular

VS-BLOOD PRESSURE: 130/80 Left Arm Sitting

VS-PULSE OXIMETRY: 100%

GENERAL APPEARANCE: Well developed, well nourished. In no acute distress.

GENERAL EXAM:

RESPIRATORY: Normal respiratory effort with symmetrical lung expansion. Lungs clear to auscultation. No adventitious sounds noted.

CARDIOVASCULAR:

PALPATION & AUSCULTATION: Regular rate and rhythm with no murmurs, gallops, rubs or abnormal heart sounds.

ARTERIAL & EDEMA/VARICOSITIES: Pulses are 2+ and symmetrical. No edema. No varicosities.

CHEST: Chest normal to inspection and palpation, symmetrical with no chest deformity, tenderness, or masses.

ABDOMEN: The skin of the abdomen is normal. Protuberant abdomen secondary to generalized obesity. No hernias. Normal bowel sounds in all 4 quadrants. No masses. No tenderness.

MUSCULOSKELETAL EXAM:

CEREBRAL STATUS: Awake and alert. Oriented to person, place, time and general circumstances. Recent and remote memory intact. Able to give personal history. Knowledgeable of current events and past history. Vocabulary is normal.

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PatientID: 21744

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Date of Service: 04/07/2009

CEREBELLAR STATUS: Finger to nose and heel to shin normal bilaterally.

CRANIAL NERVES: CNs II-XII grossly intact.

GAIT/STATION: Gait intact.

POSTURE: Altered due to forward flexed body posture.

HEAD/CERVICAL SPINE/SHOULDER GIRDLE: No erythema, ecchymosis or edema. Mild tenderness in the bilateral paraspinal area overlying the facet joints. Head and neck in neutral position. Active flexion from 0 - 60 degrees, active extension from 0 - 45 degrees, active lateral bending from 0 - 30 degrees bilaterally, active lateral rotation from 0 - 60 degrees bilaterally. Normal stability. Normal strength and tone.

UPPER EXTREMITIES

LEFT UPPER EXTREMITY:

INSPECTION: No erythema. No ecchymosis. No edema. There are scars consistent with previous surgeries listed in HPI/PMH.

JOINT STABILITY: No shoulder instability or subluxation. No varus or valgus instability of the elbow. No joint instability of the digits.

RANGE OF MOTION:

SHOULDER RANGE OF MOTION: Forward flexion full and painless. Extension full and painless. Abduction full and painless. Internal rotation full and painless. External rotation full and painless. Horizontal adduction full and painless. Horizontal abduction full and painless.

ELBOW RANGE OF MOTION: Full painless active and passive range of motion from 0-160 degrees. Full painless active and passive supination to 90 degrees. Full painless active and passive pronation to 90 degrees.

WRIST RANGE OF MOTION: Normal range of motion at the wrist in all plains of motion.

FINGER RANGE OF MOTION: Normal range of motion of the thumb and all digits of the hand.

STRENGTH: Muscle strength of the major groups is 5/5. Tone of the major groups is normal. Normal muscle bulk (no atrophy). No fasciculations.

RIGHT UPPER EXTREMITY:

INSPECTION: No erythema. No ecchymosis. No edema.

JOINT STABILITY: No shoulder instability or subluxation. No varus or valgus instability of the elbow. No joint instability of the digits.

RANGE OF MOTION:

SHOULDER RANGE OF MOTION: Forward flexion full and painless. Extension full and painless. Abduction full and painless. Internal rotation full and painless. External rotation full and painless. Horizontal adduction full and painless. Horizontal abduction full and painless.

ELBOW RANGE OF MOTION: Full painless active and passive range of motion from 0-160 degrees. Full painless active and passive supination to 90 degrees. Full painless active and passive pronation to 90 degrees.

WRIST RANGE OF MOTION: Normal range of motion at the wrist in all plains of motion.

FINGER RANGE OF MOTION: Normal range of motion of the thumb and all digits of the hand.

STRENGTH: Muscle strength of the major groups is 5/5. Tone of the major groups is normal. Normal muscle bulk (no atrophy). No fasciculations.

LUMBAR SPINE/PELVIS: No erythema, ecchymosis, or edema. Moderate generalized tenderness in the lumbar facet area, moderate generalized tenderness in the sacral, coccygeal and pelvic areas. Normal lordotic

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Policy ID/Claim #: 085024081

Referring Physician: CARL SALVATI MD

Date of Service: 04/07/2009

curve. Active lumbar flexion from 0-35 degrees, Active lumbar extension from 0-5 degrees, pain elicited with active lumbar extension, Active lumbar lateral flexion from 0 -15 degrees bilaterally, the SI joints are restricted bilaterally. Normal strength and tone. Patrick Test positive on the left, Patrick Test positive on the right, Seated Straight Leg Raising Test negative, Supine Straight Leg Raising Test negative.

LOWER EXTREMITIES

LEFT LOWER EXTREMITY:

INSPECTION: No erythema. No ecchymosis. No edema.

JOINT STABILITY: No instability of the hip. No evidence of medial instability of the knee. No ankle instability.

RANGE OF MOTION: Range of motion of the hips, knees, ankles, and feet is within normal limits within all planes of movement.

HIP RANGE OF MOTION: Hip extension 30 degrees (normal). Hip flexion > 120 degrees (normal).

KNEE RANGE OF MOTION: Normal physiological flexion ROM for age and body habitus. Normal physiological extension ROM for age and body habitus. No extension lag.

FOOT/ANKLE RANGE OF MOTION: Full, painless dorsi/plantar flexion of the ankle. Full, painless subtalar inversion and eversion. Full, painless abduction and adduction of the transverse tarsal joint. Full, painless dorsi/plantar flexion of the hallux MTP. Full, painless range of motion of the lesser toes.

STRENGTH, TONE, ATROPHY: Muscle strength of the major groups is 5/5. Tone is normal. Normal muscle bulk (no atrophy). No fasciculations.

RIGHT LOWER EXTREMITY:

INSPECTION: No erythema. No ecchymosis. No edema. There are scars consistent with previous surgeries listed in HPI/PMH.

JOINT STABILITY: No instability of the hip. No evidence of medial instability of the knee. No ankle instability.

RANGE OF MOTION: Range of motion of the hips, knees, ankles, and feet is within normal limits within all planes of movement.

HIP RANGE OF MOTION: Hip extension 30 degrees (normal). Hip flexion > 120 degrees (normal).

KNEE RANGE OF MOTION: Normal physiological flexion ROM for age and body habitus. Normal physiological extension ROM for age and body habitus. No extension lag.

FOOT/ANKLE RANGE OF MOTION: Full, painless dorsi/plantar flexion of the ankle. Full, painless subtalar inversion and eversion. Full, painless abduction and adduction of the transverse tarsal joint. Full, painless dorsi/plantar flexion of the hallux MTP. Full, painless range of motion of the lesser toes.

STRENGTH, TONE, ATROPHY: Muscle strength of the major groups is 5/5. Tone is normal. Normal muscle bulk (no atrophy). No fasciculations.

SENSATION:

SENSATION: Light touch sensation is within normal limits in all extremities. pinprick sensation is within normal limits in all extremities. Vibratory sensation is intact in all extremities. Joint proprioception is intact in all extremities.

DEEP TENDON REFLEXES: Deep tendon reflexes are 2+ and bilaterally symmetrical. Absent Babinski's bilaterally. Absent ankle clonus bilaterally.

PREVIOUS IMAGING REPORTS:

DIAGNOSIS:

National Pain Institute

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Patient ID: 21744

Patient Name: SHERIF KODSY

Date of Birth: 04/27/1964

Policy ID/Claim #: 085024081

Referring Physician: CARL SALVATI MD

Date of Service: 04/07/2009

722.10-DISPLACEMENT OF LUMBAR INTERVERTEBRAL DISC WITHOUT at L34
723.1-CERVICALGIA
724.3-SCIATICA

The patient has completed a conservative course of treatment including PT, chiropractic care and medicinal management. He is not interested in pursuing any interventional treatment and at this point he should be considered at MMI. In accordance with my education, experience and with assistance of the AMA guides to evaluation of permanent impairment 6th edition he has sustained a PPI to whole person of 8% in regards to this most recent MVA.

847.2-LUMBAR SPRAIN AND STRAIN
847.3-SPRAIN AND STRAIN OF SACRUM

PLAN:

MEDICATIONS:

PERCOCET ORAL TABLET 10-325 MG, 1 Every Six Hours, As Needed, 120 Dispensed, status: NEW PRESCRIPTION, 04/07/2009.

LYRICA ORAL CAPSULE CONVENTIONAL 75 MG, 1 Every Day At Bedtime, 30 Dispensed, 1 Fills, status: DISCONTINUED, 4/7/2009 9:28:58 AM.

NEURONTIN ORAL CAPSULE CONVENTIONAL 300 MG, 1 Three Times A Day instructions week#1 one capsule qd, week#2 one capsule bid, week#3 one capsule tid, 90 Dispensed, status: NEW PRESCRIPTION, 04/07/2009.

AMBIEN ORAL TABLET 10 MG, 1 Every Day At Bedtime, 30 Dispensed, status: NEW PRESCRIPTION, 04/07/2009.

PHYSICAL THERAPY PRESCRIPTION / ORDERS: Massage therapy 1 time per week for 8 weeks

PATIENT EDUCATION: Discussed information on medications including but not limited to the indications, use, and possible side effects. Given the patient's diagnoses and persistent chronic pain they will continue to require high doses of opioid pain medications indefinitely to allow some quality of life and functional mobility.

WORK & ACTIVITY STATUS: Work status is full time sedentary work. Activity restrictions include bending at the waist, carrying more than 10 pounds, climbing, kneeling, lifting greater than 10 pounds, pulling, pushing, twisting motions at the waist. It is recommended that the restrictions are maintained indefinitely. He requires assistance for household chores including laundry, gardening, mopping, windows and other heavy duty cleaning.

RECOMMENDATIONS: Patient instructed to return in 2 months. Reason for return visit: to evaluate response to medication(s).

Electronically Signed by: Jeffrey A. Zipper, M.D. on Tuesday, April 07, 2009

National Pain Institute

5365 W. Atlantic Ave.

Suite 504

Delray Beach, FL 33484

(561) 495-6300

www.natpain.com

PatientID: 21744

Patient Name: SHERIF KODSY

Date of Birth: 04/27/1964

Policy ID/Claim #: XJWH64995950

Referring Physician: CARL SALVATI MD

Date of Service: 08/24/2009

Electronically Signed by: Jeffrey A. Zipper, M.D. on Monday, August 24, 2009

PRINTED BY: MariaGeribon

DATE: 1/27/2010

DISABILITY CERTIFICATE

RE: Sherif Kotsy
PATIENT'S NAME

DOL: 7/1/08
DATE OF ACCIDENT

I have examined and/or treated the above-named patient for injuries sustained in the above auto accident. As a result of the injuries received in this auto accident, I HAVE DISABLED AND/OR RESTRICTED THE PATIENT FOR THOSE ACTIVITIES THAT ARE MARKED BELOW.

_____ WORK/EMPLOYMENT DISABILITY: The patient has been on work disability from _____ through _____
Date Present or future date

_____ ATTENDANT CARE: The patient needs help taking care of their own personal needs, including, but not limited to dressing, grooming, medication dispensing, ambulating, bathing, toiletry and general hygiene, to supervision and observation. It is my opinion that the patient required these services from _____ through _____
Date

_____ for _____ hours per day, _____ days a week due to the
Present or future date Hours per day Days per week
injuries sustained in MVA.

✓
_____ REPLACEMENT SERVICES/ HOUSE WORK: Household chores and/or outdoor chores that involve bending, lifting, twisting, prolonged standing or any other activity that may affect the patients medical condition(s). It is my opinion that the patient needs help with household chores, as a result of his injuries sustained in the MVA, from 10/7/08 through Present Indefinitely
Date Present or future date

_____ TRANSPORTATION SERVICES: The patient is unable to drive and requires transportation service from _____ through _____
Date Present or future date

Date: 4/15/09

DOCTOR'S SIGNATURE
Jeffrey Zippin MD
PRINTED DOCTOR'S NAME

PLEASE REMIT PAYMENT TO:
 OPEN MRI & CT OF S MIAMI
 DBA: DELRAY DIAGNOSTICS
 PO Box 550837
 Tampa, FL 33655

STATEMENT

Account Number	17014
Statement Date	03/30/09
Due Date	04/30/09
Amount Remitted	

LOCATION OF PROCEDURE:

Delray Diagnostics
 101 N W 1st Ave
 Delray Beach, FL 33444
 Ph#: 561-272-4770

To: Mr. SHERIF KODSY
 9393 LAUREL GREEN DR
 BOYNTON BEACH, FL 33437

IF YOU NEED ASSISTANCE, PLEASE CALL
 OUR LOCAL# (561-272-4770) TO DISCUSS
 PAYMENT OPTIONS OR
 POSSIBLE ADJUSTMENTS.

Date	Description	Charge	Payments	Adjust.	Deductible	Balance
08/26/08	72148 MRILUMBAR	\$1,520.00				\$235.01
12/04/08			\$940.05			
12/04/08			\$0.00	\$344.94		
09/26/08	72192 CTPELVIS	\$680.00				\$83.01
12/04/08			\$477.89			
12/04/08			\$0.00	\$119.10		
10/31/08	70553 MRIBRAINWW	\$2,810.00				\$2,810.00
11/12/08	72141 MRICERVICA	\$1,515.00				\$1,515.00

Messages:

Insurance Coverage PROGRESSIVE-FL , ATTN: GINZBERG, DAVID

\$4,643.02	\$0.00	\$0.00	\$0.00	\$4,643.02	\$4,643.02	\$4,643.02
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Phone: 561-272-4770
Fax: 561-272-0811

To: CARL SALVATI, M.D.
13456 MILITARY TRAIL SUITE A
DELRAY BEACH, FL 33484
Fax: 561-495-5151

Name: SHERIF KODSY
MRN #: DD002378
Exam Start: 10/31/08 11:54 am
Phone: 561-737-8998
DOB: 04/27/1964
Gender: Male

Exam: MRI of the Brain With and Without Contrast
CPT Code(s): 70553 - MAGNETIC RESONANCE (EG, PROTON) IMAGING, BRAIN (INCLUDING BRAIN STEM); WITHOUT CONTRAST MATERIAL, FOLLOWED BY CONTRAST MATERIAL(S) AND FURTHER SEQUENC
Laterality:
Clinical: HEADACHES

PROCEDURE: This study consists of a variety of pulse sequences acquired in multiple imaging planes which include the entire brain and upper cervical spine. Axial and coronal images were obtained both before and after intravenous contrast administration.

FINDINGS: Exam of the brain demonstrates a normal size and configuration of the ventricular system with no evidence of intracranial mass effect or hydrocephalus. Subarachnoid cisterns and cortical sulci are normal in size as well.

The brain parenchyma is entirely normal in appearance with no evidence of mass effect or alteration of signal intensity. The brain stem and cerebellum appear normal as well. Following intravenous contrast infusion, there are no abnormal areas of contrast enhancement within the brain.

Normal flow voids are demonstrated within the intracranial, vertebrobasilar, and carotid circulations.

Exam of the mastoids is normal. There is evidence of mucosal thickening and fluid levels of the paranasal sinuses. The orbits and optic nerves are well visualized and are normal in appearance. The pituitary is also normal in size and configuration. Both internal auditory canals have a normal symmetric appearance.

CONCLUSION: Sinusitis.

Otherwise normal MR examination of the brain with and without contrast enhancement.

Interpreting Radiologist

James S. Felder, MD

Delray Diagnostics

101 N W 1st Ave
Delray Beach, FL 33444

Phone: 561-272-4770

Fax: 561-272-0811

To : CARL SALVATI, M.D.
13455 MILITARY TRAIL SUITE A
DELRAY BEACH, FL 33484
Fax: 561-495-5191

Name: SHERIF KODSY

Phone: 561-737-8998

MRN #: DD002378

DOB: 04/27/1964

Exam Start: 9/26/08 2:27 pm

Gender: Male

Exam:

CT of the Pelvis

CPT Code(s):

72192 - COMPUTED TOMOGRAPHY, PELVIS; WITHOUT CONTRAST MATERIAL

Laterality:

Clinical:

TRAUMA, MVA GROIN PAIN INTO LT LEG

INDICATIONS: Abdominal pain

PROCEDURE: Multi-slice thin axial images were obtained through the pelvis. No contrast was administered.

FINDINGS: The visualized bowel and associated bowel mesentery are normal. No free fluid is noted within the pelvis. No inguinal lymphadenopathy is identified. No masses are present. Prostatic calcifications are noted. The visualized osseous structures are intact without lytic or blastic lesions.

CONCLUSION: Bilateral inguinal lymphadenopathy. Otherwise normal CT of the abdomen and pelvis.

Interpreting Radiologist

James V. Zelch, MD

James V. Zelch, MD

Electronically Signed: 9/26/08 11:02 pm

Thank you for referring SHERIF KODSY to Delray Diagnostics.

Imvry Diagnostics

71 N W 1st Ave

Delray Beach, FL 33444

Phone: 561-272-4770

Fax: 561-272-0811

To: CARL SALVATI, M.D.
13455 MILITARY TRAIL SUITE A
DELRAY BEACH, FL 33484
Fax: 561-495-5191

Name: SHERIF KODSY

Phone: 561-737-8998

MR #: DD002378

DOB: 04/27/1964

Exam Start: 11/12/08 8:38 pm

Gender: Male

Exam: MRI of the Cervical Spine
REF/Order(s): 72141 - MAGNETIC RESONANCE (EG, PROTON) IMAGING, SPINAL CANAL AND CONTENTS, CERVICAL; WITHOUT CONTRAST MATERIAL
Referring Physician:
Clinical: **723.4** NECK PAIN, RADICULOPATHY S/P MVA

INDICATIONS: This patient has neck pain and upper extremity radiculopathy.

PROCEDURE: A coronal scout series was followed by T1, proton density and T2 weighted imaging sequences in sagittal and axial planes.

FINDINGS:

All vertebral bodies are well maintained in vertical height and have normal signal characteristics. No evidence of fracture or marrow replacement disease. The soft tissues adjacent to the cervical vertebral bodies are normal. No evidence of anterior/paraspinal mass and no paravertebral abnormal process. There are no hemorrhages and no fluid collections.

The spinal canal is normal in appearance with ample subarachnoid fluid surrounding the spinal cord.

Each foramen is widely patent with normal nerve roots traversing the foramen. The lateral recesses are clear at each cervical level.

At C2-C3, there is a normal disc and a normal vertebral segment. No evidence of cord compression or compression/displacement of the exiting nerve root.

At C3-C4, there is a right central disc herniation and right foramen stenosis.

At C4-C5, the thecal sac and nerve root are widely patent. No evidence of cord compression or compression/displacement of the exiting nerve root at this level.

At C5-C6, there is a focal midline disc herniation. There is impression on the dural sac but no cord compression or foramen stenosis.

At C6-C7, there is a left central disc herniation and left foramen stenosis.

At C7-T1, the thecal sac and foramen are widely patent and there is no evidence of cord compression or displacement of the exiting nerve root.

All other aspects of this study are normal.

Delray Diagnostics

101 N W 1st Ave
Delray Beach, FL 33444

Phone: 561-272-4770
Fax: 561-272-0811

To: FARHAN SIDDIQUI, MD
16244 MILITARY TRAIL #660 DELRAY BEACH, FL

Fax 561-638-8874

Name: SHERIF KODSY
MRN #: 00002376

Phone: 561-717-8998
DOB: 04/22/1964
Gender: Male

Exam Start: 8/25/08 2:17 PM

Exam: MRI of the Lumbar Spine
SPT Code(s): 72148 - MAGNETIC RESONANCE (EG, PROTON) IMAGING, SPINAL CANAL AND CONTENTS, LUMBAR, WITHOUT CONTRAST MATERIAL

Laterality:

Clinical:

LUMBAR S/S, SP MVA

INDICATIONS: This patient has low back pain and lower extremity radiculopathy

PROCEDURE: Sagittal and axial images were produced following a coronal scout series. The pulse sequences were designed to emphasize T1, T2 and proton density characteristic of tissue. The analysis is spin-echo

FINDINGS:

Vertebral bodies T12 through S2 are studied. The vertebral bodies are well-maintained in vertical height and have normal signal characteristics on T1 and T2 imaging parameters. The study is negative for fracture. There is no evidence of paravertebral mass or paravertebral soft tissue swelling. The aorta, vena cava and adjacent tissues are normal.

No evidence of soft tissue hematoma or soft tissue mass.

Normal signal is demonstrated within the distal thoracic cord and the conus. The nerve roots of the cauda equina flow freely in the normal thecal sac. No abnormal T2 signal from the distal spinal canal.

T12-L1 interspace is normal. The disc is well hydrated and confined to the intervertebral space. No elevation of the posterior longitudinal ligament and no foraminal compromise.

At L1-L2, there is a normal disc with normal signal on T2 analysis. No identifiable disc herniation at this level. The facet joints, thecal sac and foramen are normal.

At L2-L3, the vertebral body endplates are uniform and the disc is well-maintained in vertical height and in signal characteristics. No compression or displacement of the exiting nerve roots and no elevation of the posterior longitudinal ligament.

At L3-L4, the intervertebral disc is herniated. This herniation is broad-based and central. The posterior longitudinal ligament is elevated and there is impression on the dural sac. No foraminal stenosis.

At L4-L5, there are normal foramen, normal thecal sac and normal posterior longitudinal ligament. No herniation.

At L5-S1, there is concentric disc bulging. No foraminal compromise or thecal sac stenosis.

The upper sacral segments are normal. No evidence of sacral cyst, Tarlov cyst or any other pathology.

CONCLUSION

- 1 Broad-based central disc herniation at L3-L4
- 2 Bulging disc at L5-S1

JVZ/blm

Interpretive Radiologist



James V. Zeich, MD

Electronically Signed 9/10/08 9:09 am

Thank you for referring SHERIF KODSY to Delray Diagnostics

Printed: 9/10/2008 2:12 pm

KODSY, SHERIF (Exam 91404)

Page 3 of 3

CONCLUSION:

1. Right central disc herniation at C3-C4.
2. Midline disc herniation at C5-C6.
3. Left central disc herniation at C6-C7.



JVZ/bcmj

Interpreting Radiologist:



James V. Zelch, MD

Electronically Signed: 11/13/08 4:52 pm

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Printed: 11/13/2008 8:12
pm

KODSY, SHERIF (Exam 96630)

Page 3 of



Delray Location: 6298 Linton Blvd. Delray Beach, FL 33484 • (P) 561.496.6935 (F) 561.496.6936
Boynton Location: 6080 Boynton Beach Blvd., Suite 140. Boynton Beach, FL 33437 • (P) 561.736.3227 (F) 561.424.0888
Medical Director: Daniel E. Rudensky, M.D.
Radiologist: Boca Radiology Group

Patient Name:	Sherif Kodsy	DOB	04/27/1964	Phone	(561) 737-8998
Referring Physician:	Jeffrey A. Zipper	Fax	(561) 495-8877		
Date of Exam:	04/16/09	Pt#	86218	BOYN	267499

MRI left knee.

HISTORY: Pain and swelling. Meniscal tear.

MR technique: T1 weighted and fat suppressed Turbo T2 weighted 4mm coronal sections, PD and fat suppressed Turbo T2 weighted sagittal and Turbo PD weighted axial sections were obtained.

FINDINGS:

There is small joint effusion. There is edema within the prepatellar and infrapatellar subcutaneous tissues extending about the medial and lateral margins of the knee. There is also edema and thickening along the MCL consistent with a strain or partial tear. No full thickness disruption. Interim posterior cruciate and lateral collateral ligaments intact.

Lateral meniscus demonstrates no morphology and signal characteristics.

There is a horizontal oblique tear within the posterior horn medial meniscus extending to the anterior articular surface. Preservation articular cartilage within all 3 compartments. No evidence for occult fracture or bone bruise. Small exostosis arises from the supracondylar region medial femoral condyle.

IMPRESSION:

- 1.
1. Strain/ partial tear MCL.
2. Torn posterior horn medial meniscus.
3. Small joint effusion with subcutaneous edema.

Electronically signed by: JOSEPH KLEINMAN, M.D. on 4/16/2009 4:23 PM

1 you're accustomed to if you've never driven
2 a heavy-duty off-road vehicle. The Hummer
3 brand is targeted towards the outdoor
4 enthusiasts, it's an off-road vehicle. It's
5 obviously a street legal vehicle. It's a
6 very heavy, very large, very powerful, very
7 capable truck. The tires on the vehicle are
8 BF Goodrich All Terrain T/A's. They are
9 very heavy, large, aggressive tread pattern
10 tires intended as the name suggests for all
11 terrain. BF Goodrich also makes specific
12 off-road tires for off-road use only.

13 They have several other names of tires
14 that are offered for the light duty truck
15 market. The BF Goodrich all terrain tires
16 that are on this truck are designed for
17 aggressive off-road use. Again, they are
18 street legal. That specific to the tires
19 and for the ride quality, the tires in it of
20 themselves being heavy tires, are going to
21 give a stiffer ride. They are going to be
22 louder. You will probably feel them as you
23 drive.

24 As far as the suspension is concerned
25 as well, bear in mind that the adventure

1 two things going on at the same time, but
2 two different repair orders.

3 At that time, I contacted Bob Martin,
4 the quality manager for H2, and I spoke to
5 him about it because I still wasn't -- it
6 still hadn't hit me about the 6.2 versus the
7 6.0 liter. He has isolate the engine,
8 disconnect the transmission from the engine
9 and see if we still had the vibration which
10 we did. That was pretty much it. We did
11 that and still had the vibration. Then we
12 compared it with another car and the other
13 car had the same vibration. I called Bob
14 back and that's when he said, "Joe, we've
15 got a 6.2 liter in here and there is a trade
16 off." As soon as he said that, I felt
17 stupid, I felt like I wasted a lot of time.
18 It's the exact same idle quality as in the
19 Escalade, it's the same engine that's in the
20 Escalade and I just never thought about it
21 because it was the first '08 that I was
22 involved with.

23 MR. LOPEZ: How much is the horsepower?

24 MR. BARDILL: 393 horsepower, which is
25 20 percent more than what we had in the six

1 liter.

2 MR. TUCK: Any other questions?

3 MR. LOPEZ: No more questions.

4 MR. TUCK: Do you have any questions of
5 this witness?

6 MR. KODSY: Just one to confirm what
7 Joe what has said. You did isolate the
8 starter as per Bob Martin and the fly wheel
9 bolts and restart the engine to isolate
10 vibration, still has vibration with fly
11 wheel disconnected?

12 MR. BARDILL: Correct.

13 MR. KODSY: Okay. I just wanted to
14 confirm that.

15 MR. WOLFER: Can I just ask one
16 question? The repair order dated December
17 23rd, it says, "Vehicle exhibits some rail
18 snake characteristics." What is that?

19 MR. BARDILL: Rail shake.

20 MR. WOLFER: I'm sorry, rail shake.

21 MR. BARDILL: Rail shake is terminology
22 that we use for the pick-up trucks and just
23 about any of the SUV's, about 45 miles an
24 hour down typical roads like Federal
25 Highway, you get a little bit of vibration

1 to number six?

2 MR. LOPEZ: Yes, sir.

3 MR. TUCK: Seven, is it less than
4 10,000 pounds?

5 MR. LOPEZ: 8600 pounds.

6 MR. TUCK: Eight?

7 MR. LOPEZ: It's GM manufactured.

8 MR. TUCK: Nine?

9 MR. LOPEZ: It's a Hummer H2 2008.

10 MR. TUCK: Number ten, if that's the
11 correct vehicle identification number, would
12 you please read it into the record?

13 MR. LOPEZ: Yes, sir.

14 5GRGN23878H107653.

15 MR. TUCK: Thank you. 12, two parts.

16 MR. LOPEZ: Number 12, the mileage is
17 correct. It's 238 miles. The delivery date
18 when it was sold to him was 8-19, that's
19 correct, but the warranty started on June
20 11th, 2008 because this was a special event
21 vehicle when it was sold to him.

22 MR. TUCK: It was a what?

23 MR. LOPEZ: Special event, a vehicle
24 that is used for a show and then the dealer
25 buys. It's a new vehicle. It's not a used

1 that's an insurance company, correct?

2 MS. HOBBS: Yes, that's correct.

3 MR. LOPEZ: You stated to the Board
4 that you didn't have any difficulty in
5 driving the vehicle, correct?

6 MS. HOBBS: In driving it straight down
7 the road or turning it, no, I did not.

8 MR. LOPEZ: Turning it, did you have
9 any problem with it?

10 MS. HOBBS: No, I did not.

11 MR. LOPEZ: Okay. Did you feel any
12 hopping of the vehicle or any like, it would
13 bounce like that or make noises or --

14 MS. HOBBS: As far as hopping of the
15 vehicle, I wouldn't be able to say yes or no
16 on that. There was a vibration going down
17 the road where you could visually see the
18 steering wheel doing this.

19 MR. LOPEZ: Do you see Hummers often at
20 your insurance company?

21 MS. HOBBS: I couldn't tell you how
22 often I see them. Have I seen them over the
23 course of five years? Yes. How many? I
24 couldn't tell you that.

25 MR. LOPEZ: Did you see more or less

1 vehicle.

2 MR. TUCK: It's a new vehicle?

3 MR. LOPEZ: It's a new vehicle, yes,
4 it's a new vehicle.

5 MS. SIMMONS: Is it a demo?

6 MR. LOPEZ: Similar to a demo. It's in
7 the same category, it's just that they call
8 it a special event. It's been in a show or
9 whatever. It hasn't been titled in any
10 state.

11 MR. TUCK: Okay. Thank you.

12 MR. LOPEZ: You're welcome, sir.

13 MR. TUCK: Are we going to call it new
14 or a demonstrator?

15 MS. SIMMONS: I'm not sure.

16 MR. TUCK: I thought the testimony said
17 that it was sold as a new vehicle. It was
18 not used to show to other potential buyers.

19 MR. LOPEZ: Right.

20 MR. TUCK: It was used in a single
21 event.

22 MR. LOPEZ: It was in a single event,
23 exactly.

24 MS. SIMMONS: So it's not like a demo

25 --

HAGEN RANCH TEXACO

7450 West Boynton Beach Blvd

Boynton Beach, FL 33427-0000

Shop Phone: (561) 732-1323

Invoice

5232

Estimate Ref #0,071

Date Printed: 01/02/2009

Printed Time: 12:28 pm

MV 52R15

Mat/Ref:	THANK YOU FOR CHOOSING HAGEN RANCH TEXACO		Time Promised:
KODSY, SHERIF	2008 HUMMER H2 V8 6.2L 6199CC 378CID FI GAS N 8 L92		
	VIN: 5G8GM2387RH107853		
Home:	Work:	License:	Mileage In: 9,101
Cell:		Unit #:	Mileage Out: 9,101
		DOM:	Date Written: 01/02/2009
			Written By:
			See Old Order No.

Job #1		BILLY			
Labor	Rate 1	Work Requested - CHECK CAR&TEST DRIVE ,CAR	0.00	82.00	0.00
		HAS VIBRATION			
				Ink Total:	0.00

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WARRANTY 1 YEAR PARTS 90 DAYS LABOR. EXCLUDING ELECTRICAL PARTS
 NEEDS TO BRING BACK TO DEALER FOR FURTHER REPAIR &WARRANTY

Parts:	\$0
Labor:	\$0
Sublet:	\$0
Misc:	\$0
Hazmat:*	\$0
Supplies:*	\$0
Tax:	\$0
Total:	\$0.00
Less Paid:	0.00
Balance Due:	\$0.00

**Underwritten By:
Progressive Select Insurance
Company**

Claim Number: 08-1646481
Loss Date: December 26, 2008
Document Date: December 29, 2008
Page 1 of 1

SHERIF KODSY
15968 LAUREL OAK CIRCLE
DELRAY BEACH, FL 33484



claims.progressive.com

Track the status and details of your claim,
e-mail your representative or report a
new claim.

Claim Information

This letter is to provide you documentation that we have inspected your vehicle and agree there may be an issue causing an excessive vibration. While this is not a covered loss per the terms of your policy, I would like to assist you, if possible, in resolving this issue.

This claim has been closed without payment.

Please call with any questions or concerns.

MICHAEL KEARLEY
Claims Department
1-850-362-1735
1-800-PROGRESSIVE (1-800-776-4737)
Fax: 1-850-244-7455

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 CELL:

INVOICE

PAGE 1

SERVICE ADVISOR: 9228 STEVEN BRENIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	08	HUMMER H2	5GRGN23878H107653		18540/18540		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
JUN08 IS							
JUN08 DD			19:00 12NOV09		0.00	CASH	12NOV09
R.O. OPENED	READY	OPTIONS: DLR:26200 ENG:6.2_Liter_MPFI_OHV					
:58 12NOV09	13:01 12NOV09						

NE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
C/S VIBRATION AT IDLE AND ON ACCLERATION-VISIBLE VIBRATION FROM ENGINE						
06 DID NOT ADDRESS FURTHER WITH DIAG AT THIS TIME						
	1417	C			0.00	0.00
RTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A: 0.00

Open Sundays starting November 1st

PLEASE SEE THE LIMITED WARRANTY ON THE REVERSE SIDE OF THIS INVOICE.

3 SUPPLIES AND HAZARDOUS MATERIALS CHARGES: We have added charge equal to 12% of the cost of parts & labor up to a maximum of 75. This charge represents costs and profits to the motor repair facility miscellaneous shop supplies or waste disposal. [s.559.905 (f) (h)]

State of Florida requires a \$1.00 fee to be collected for each new tire in the state [s.403.718], and a \$1.50 fee to be collected for each new manufactured battery sold in the state. [s.403.7185].

PAYMENT METHOD	DESCRIPTION	TOTALS
CASH AMERICAN EXPRESS	LABOR AMOUNT	0.00
CHECK VISA	PARTS AMOUNT	0.00
DISCOVER MASTERCARD	GAS, OIL, LUBE	0.00
INTERNAL OTHER	SUBLET AMOUNT	0.00
STATE OF FLORIDA REGISTRATION NUMBER #MV - 33283	MISC. CHARGES	0.00
	TOTAL CHARGES	0.00
	LESS INSURANCE	0.00
	SALES TAX	0.00
	PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE
ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE INDICATED

543204



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BROWARD: 426-1800 TOLL FREE: 930-2672

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BUS: CELL:

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PAGE 3



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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TA
BLUE	08	HUMMER H2	5GRGN23878H107653		9016/9022	T318
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
19AUG08 DD		11JUN2012	17:00 23DEC08			INVT. DATE
R.O. OPENED	READY	OPTIONS:	STK:P08372 DLR:21038 1)DD CHECKED			
09:21 22DEC08	13:25 23DEC08				CASH	23DEC08
LINE OPCODE	TECH TYPE	HOURS				

***** STATE OF FLA. REG. # MV-00488 *****
 LIST NET TOTAL
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 YOU HAVE ANY QUESTIONS I CAN BE REACHED AT
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 SERVICE DIRECTOR. **PARTS MARKED W/"W" ARE
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PARTS AMOUNT	0.00
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SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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PAGE 2



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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	08	HUMMER H2	5GRGN23878H107653		9016/9022	T3184	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19AUG08 DD		11JUN2012	17:00 23DEC08			CASH	23DEC08
R.O. OPENED	READY	OPTIONS: STK:P08372 DLR:21038 1)DD CHECKED					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
9022	ROAD TESTED	6	MILES.	VEHICLE EXHIBITS NORMAL IDLE QUALITY FOR 6.2 LITRE ENGINE. PREVIOUSLY COMPARED WITH LIKE VEHICLE.			

D COURTESY RENTAL TRANSPORTAION
 CAUSE:
 Z7901 1 DAYS RENTAL; GOLD KEY COURTESY
 TRANSPORTATION
 309 SUBLET TECH LIC#: 256
 WH2 (N/C)
 FC: 98 PART#: COUNT: 0
 CLAIM TYPE:
 AUTH CODE:
 MJ

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

CUSTOMER STATES TRANS HESITATES/SHIFTS HARSH ON REACCEL, SEE JOE
 2000 VEHICLE IS OPERATING TO SPECIFICATIONS AT
 THIS TIME.

517 ISH (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

9022 ROAD TESTED O.K. PREVIOUSLY REPROGRAMMED W/SOFTWARE UPDATE.

** COURTESY SERVICE WASH
 ISW COURTESY SERVICE WASH
 837 ISH (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

9022 isw done

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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PAGE 1



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BUS: CELL: SERVICE ADVISOR: 207 MICHAEL STANWYCK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	08	HUMMER H2	5GRGN23878H107653		9016/9022	T3184	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19AUG08 DD		11JUN2012	17:00 23DEC08			CASH	23DEC08
R.O. OPENED	READY	OPTIONS:					
		STK:P08372 DLR:21038 1)DD CHECKED					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
CUSTOMER STATES VIBRATION AT HWY SPEEDS 45-55 2000 VEHICLE IS OPERATING TO SPECIFICATIONS AT THIS TIME.							
				517	ISH		(N/C)
PARTS:				0.00	LABOR:	0.00	OTHER: 0.00
						TOTAL LINE A:	0.00

9022 ROAD TESTED O.K. VEHICLE EXHIBITS SOME RAIL SHAKE
CHRACTERISTIC OF SUV'S.

3 CUSTOMER STATES BRAKES SQUEEL CAUSE: front brakes squeel H0042 PADS, DISC BRAKE FRONT R&R OR REPLACE							
				517	WH2		(N/C)
				1	25924485	PAD KIT	(N/C)
					FC: 02R03		
					PART#: 25924485		
					COUNT: 1		
					CLAIM TYPE:		
					AUTH CODE:		
					NV		

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00
--------	------	--------	------	--------	------	---------------	------

9016 front brakes squeel nec to replace front pads see doc 2128875.
labor op h0042

: CUSTOMER STATES ENGINE IDLES ROUGH 2000 ROAD TESTED 6 MILES. VEHICLE EXHIBITS NORMAL IDLE QUALITY FOR 6.2 LITRE ENGINE. PREVIOUSLY COMPARED WITH LIKE VEHICLE.							
				517	ISH		(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

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SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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968 LAUREL OAK CIRCLE
ELRAY BEACH, FL 33484
HOME: 561-737-8998 CONT: N/A
BUS: CELL:

DUPLICATE 1
PAGE 1

Registration No. MV-15866 MV-39987 MV-53731

SERVICE ADVISOR: 940396 DOUG BRADY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	08	HUMMER H2	5GRGN23878H107653		7245/7245	TH981

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
LJUN08 DD			17:30 05DEC08			CASH	05DEC08

R.O. OPENED	READY	OPTIONS:
2:34 05DEC08	17:16 05DEC08	ENG:6.2_Liter_MPFI_OHV

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

AT IDLE THERE IS A VIBRATION FELT THROUGH THE TRUCK
 CAUSE: NPF
 S111 MISC BODY
 97263 CSH 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

7245 NPF NO DTC OR BULLETINS TO UPDATE

RENTAL VEHICLE C/P
 CAUSE: F
 RENTAL VEHICLE C/P
 8888 WSH (N/C)
 FC: PART#: COUNT: 0
 CLAIM TYPE:
 AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

** C/S THERE IS STILL A HOPE AS DRIVING OVER 25 MPH
 CAUSE: NPF
 S111 MISC BODY
 8888 CSH 0.00 0.00
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

7245 NPF C/S STILL A HOP AFTER NEW TIRES NO CURRENT BULLETIN FOR THIS ITEM.

ALL PARTS ARE NEW UNLESS IDENTIFIED BY: LKQ USED; OR NPN IN THE PART NUMBER OR DESCRIPTION.
 ALL GENUINE ORIGINAL EQUIPMENT REPLACEMENT PARTS ARE COVERED BY A MANUFACTURER WARRANTY OF 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(17)

CUSTOMER #: 105741

541391



5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 3306
BROWARD: 426-1800 TOLL FREE: 930-2672

INVOICE

ERIF RAFIK KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437
HOME: 561-758-9858 CONT: N/A
BUS: CELL:

PAGE 4



NOBODY OUT
CADILLACS
CORAL CADILLAC



SERVICE ADVISOR: 207 MICHAEL STANWYCK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	08	HUMMER H2	5GRGN23878H107653		6608/6656	T3967	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19AUG08 DD		11JUN2012	17:00 13NOV08			CASH	24NOV08
R.O. OPENED	READY	OPTIONS:					
17:08 12NOV08	13:40 21NOV08	STK:P08372 DLR:21038 1)DD CHECKED					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:				0.00			
			LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:
							0.00

6656 isw done

***** STATE OF FLA. REG. # MV-00488 *****
 OUR GOAL IS 100% CUSTOMER SATISFACTION. IF
 YOU HAVE ANY QUESTIONS I CAN BE REACHED AT
 (954) 426-1800 ext 389 JOE BARDILL
 SERVICE DIRECTOR. **PARTS MARKED W/"W" ARE
 COVERED BY A LIFE TIME WARRANTY.
 ***** www.coralcadillac.com *****

DISCLAIMER OF WARRANTIES:

The seller, CORAL CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CORAL CADILLAC, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle or product.

P.L. 93-637).

I UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON MOSS ACT AND THE CONSUMER MERCHANDISE PURCHASED IS UNDER LIMITED WARRANTY THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY SECTION.

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE

(. . .)

SCHUMACHER

CUSTOMER #: 240290

443188

3001-3031 Okeechobee Blvd.
West Palm Beach, FL 33409
www.SchumacherAuto.com

INVOICE

ERIF KODSY
15968 LAUREL OAK CIRCLE
DELRAY BEACH, FL 33484
HOME: 561-737-8998 CONT: N/A
BUS: CELL:

PAGE 1

Schumacher Buick-Pontiac (561) 615-3270
Schumacher Saab (561) 615-3298
Schumacher Volkswagen (561) 615-3345
Hummer of the Palm Beaches (561) 656-5010

Registration No. MV-15866 MV-39987 MV-53731

SERVICE ADVISOR: 940396 DOUG BRADY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	08	HUMMER H2	5GRGN23878H107653		7198/7214	TH931
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
11JUN08 DD			10:45 01DEC08			CASH
R.O. OPENED	READY	OPTIONS: ENG:6.2_Liter_MPFI_OHV				INV. DATE
10:42 01DEC08	12:48 03DEC08					03DEC08

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
A AT HWY SPEEDS THERE IS A ROARING AND HOPING FELT AT NEARLY ALL SPEEDS

CAUSE: ROAD TESTED TIRE VIBRATION 45MPH & UP
E0435 TIRE, B F GOODRICH REPLACE
1001 WSH (N/C)
3 89031270 BF3157017 (N/C)
3 9591585 F-WT-.75OZ (N/C)
3 TWASTE EPA DISPOSAL (N/C)
OLH RODE FORCE (N/C)
1001 WSH (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

7214 ROAD TESTED TIRE VIBRATION 45MPH & UP ROAD TESTED TIRE
VIBRATION 45MPH & UP 13HZ .09G'S CHECK RIMS, HUB BEARINGS BALANCE &
LOAD FORCE LF18 RF 31 RR40 LR37 INDEX 3 TIRES 30 36 35 ORDER 3 B F
GOODRICH TIRES MOUT 3 TIRES BALANCE & DO ROAD FORCE LF 11 RF7 RRI7 LR18

HUMMER SERVICE WASH
HUMMERSERVWASH HUMMER SERVICE WASH
97217 IHW (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

RENTAL VEHICLE C/P
CAUSE: F
RENTAL RENTAL VEHICLE C/P
8888 WSH (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:

UBL HERTZ
WSH (N/C)
ALL PARTS ARE NEW UNLESS IDENTIFIED BY: LKQ USED; OR NPN IN THE PART NUMBER OR DESCRIPTION.
ALL GENUINE ORIGINAL EQUIPMENT REPLACEMENT PARTS ARE COVERED BY A MANUFACTURER
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item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE

(.r)

SCHUMACHER

CUSTOMER #: 240290

443188

3001-3031 Okeechobee Blvd.
West Palm Beach, FL 33409
www.SchumacherAuto.com

INVOICE

Schumacher Buick-Pontiac (561) 615-3270
Schumacher Saab (561) 615-3298
Schumacher Volkswagen (561) 615-3345
Hummer of the Palm Beaches (561) 656-5010

PAGE 2

Registration No. MV-15866 MV-39987 MV-53731

ERIF KODSY
15968 LAUREL OAK CIRCLE
DELRAY BEACH, FL 33484
HOME: 561-737-8998 CONT: N/A
BUS: CELL:

SERVICE ADVISOR: 940396 DOUG BRADY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	08	HUMMER H2	5GRGN23878H107653		7198/7214	TH931	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
11JUN08 DD			10:45 01DEC08			CASH	03DEC08
R.O. OPENED	READY	OPTIONS: ENG:6.2_Liter_MPFI_OHV					
10:42 01DEC08	12:48 03DEC08						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:				0.00			
LABOR:				0.00			
OTHER:				0.00			
TOTAL LINE C:							0.00

ALL PARTS ARE NEW UNLESS IDENTIFIED BY: LKQ USED; OR NPN IN THE PART NUMBER OR DESCRIPTION.
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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER #: 105741

541391



5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 3306
BROWARD: 426-1800 TOLL FREE: 930-2672

INVOICE

PAGE 3



NOBODY OUT
CADILLACS
CORAL CADILLAC



ERIF RAFIK KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437
HOME: 561-758-9858 CONT: N/A
BUS: CELL:

SERVICE ADVISOR: 207 MICHAEL STANWYCK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	08	HUMMER H2	5GRGN23878H107653		6608/6656	T3967	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
9AUG08 DD		11JUN2012	17:00	13NOV08		CASH	24NOV08
R.O. OPENED	READY	OPTIONS: STK:P08372 DLR:21038 1)DD CHECKED					
7:08	12NOV08	13:40	21NOV08				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
26		GILROY, TREVOR	LIC#: 256				
		WH2					(N/C)
1		25869092	MOLDING				(N/C)
		FC: 4N					
		PART#: 25869092					
		COUNT: 1					
		CLAIM TYPE:					
		AUTH CODE:					
		N3					

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

6656 WIND NOISE "A" PILLOR MOLDINGS REPLACE BOTH "A" PILLOR MOLDINGS
WIND NOISE TAG #101803 11/19/08

COURTESY RENTAL TRANSPORTATION

CAUSE:
Z7901 1 DAYS RENTAL; GOLD KEY COURTESY
TRANSPORTATION
309 SUBLET TECH LIC#: 256
WH2
FC: 98 PART#: COUNT: 0
CLAIM TYPE:
AUTH CODE:
MJ

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

COURTESY SERVICE WASH
ISW COURTESY SERVICE WASH
613 ISH

(N/C)
TOTALS

DISCLAIMER OF WARRANTIES:
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P.L. 93-637).
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CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE

(17)

CUSTOMER #: 105741

541391



5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 3306
BROWARD: 426-1800 TOLL FREE: 930-2672

INVOICE

ERIF RAFIK KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437
HOME: 561-758-9858 CONT: N/A
BUS: CELL:

PAGE 2



NOBODY OUT
CADILLAC
CORAL CADILLAC



SERVICE ADVISOR: 207 MICHAEL STANWYCK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE	08	HUMMER H2	5GRGN23878H107653		6608/6656	T3967	
DEL DATE	PROD. DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19AUG08 DD		11JUN2012	17:00	13NOV08		CASH	24NOV08
R.O. OPENED	READY	OPTIONS: STK:P08372 DLR:21038 1)DD CHECKED					
17:08	12NOV08	13:40	21NOV08				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

CUSTOMER STATES TRANS KICKS ON ACCEL AFTER COAST
CAUSE: REPROGRAM E.C.M

J6354 POWERTRAIN CONTROL MODULE ENGINE
REPROGRAMMING WITH SPS
26 GILROY, TREVOR LIC#: 256
WH2

FC: 111AD
PART#:
COUNT: 0
CLAIM TYPE:
AUTH CODE:
OJ

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

6656 REPROGRAM E.C.M PERFORM E.C.M TO COLLABORATE WITH TRANS MODULE
CLAIM CODE #111AD 11/18/08

CUSTOMER STATES NOISE FROM DASH AREA AT HWY SPEEDS
CAUSE: WIND NOISE "A" PILLOR MOLDINGS

B7570 MOLDING, WINDSHIELD SIDE PILLAR REVEAL
RIGHT R&R OR REPLACE
26 GILROY, TREVOR LIC#: 256
WH2

1 25869091 MOLDING
FC: 4N
PART#: 25869091
COUNT: 1
CLAIM TYPE:
AUTH CODE:
N3

(N/C)
(N/C)

B7571 MOLDING, WINDSHIELD SIDE PILLAR REVEAL LEFT
R&R OR REPLACE

DISCLAIMER OF WARRANTIES:

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P.L. 93-837).

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE

()

**PRODUCT ALLEGATION RESOLUTION
PRELIMINARY INSPECTION
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	Sherif Kodsy	<u>Inspection Date:</u>	1/21/2009
<u>Vehicle Brand:</u>	2008 Hummer	<u>Model:</u>	H2
<u>File #</u>	71-693377188	<u>VIN:</u>	5GRGN23878H107652

ITEM	OBSERVATIONS/TEST RESULTS
Steering system-Are all components in place and connected in a normal manner? Can the steering wheel be rotated lock to lock with appropriate movement of the front wheels. Is there any binding, sticking or uneven feel?	Normal appearance and operation
Steering linkage-Is the linkage free from cracks, bends, fractures, etc. Are there any scrapes, abrasions, signs of contact with any of the linkage?	Normal appearance and operation
Gear/rack and pinion-Any sign of leakage, damage to boots on the rack, contact by foreign objects?	Normal appearance
Steering column, ignition switch, intermediate shaft. Does the column unlock with the ignition key "on"? Is the steering column properly fastened to the dash?	Normal operation
Steering pump, drive, hoses, connections, flow, pressure. If possible, start the engine and rotate the steering wheel lock to lock. Is power assist normal? If not, it may be necessary to check pressure and flow.	Belt tight - Normal operation
PS fluid level and condition-Color, contamination, odor	Reservoir full - fluid clear - no odor-
Steering knuckle-All attachments secure and proper?	Normal appearance
Suspension components - LF Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. Sway bars properly attached.	Normal appearance
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RF	Normal appearance
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc Rear sway bars,	Normal appearance

**PRODUCT ALLEGATION RESOLUTION
PRELIMINARY INSPECTION
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	Sherif Kody	<u>Inspection Date:</u>	1/21/2009
<u>Vehicle Brand:</u>	2008 Hummer	<u>Model:</u>	H2
<u>File #</u>	71-693377188	<u>VIN:</u>	5GRGN23878H107652

trailing arms properly attached and undamaged. LR	
Strut attachments, springs intact; control arms properly attached, deformed, broken, scraped, etc. RR	Normal appearance
Rear axle assembly-deformed, signs of impact, properly located, etc.	No damage noted
Deformation to the frame	No damage noted
Describe and photograph evidence of axle/ suspension/ tire contact with frame, body or components	None noted
Describe and photograph contact of the under- carriage with the road surface (road, shoulder, curb, or grass)	None noted
Stability Enhancement system/components-check for codes with Tech II	None stored
Engine (normal, other)-Obtain codes using a Tech II.	Normal operation - no codes stored
Electrical (normal, other)	Normal operation
Warning lights/messages displayed? Describe and obtain codes using a Tech II	None
Anything components missing?	None noted
Other	

If the vehicle is driveable, conduct a road test to evaluate the concern expressed by the customer. Describe the results of the road test. If the concern is observed during the road test, it would be desirable to get a Tech II "snapshot".

See previous comments

If the vehicle is equipped with an ABS/Traction Control/Stability Enhancement System, use a Tech II to obtain any codes stored as current and/or history. Document via photos and include the code description. Follow the procedures in the service manual to determine the cause of each stored code which relates to the allegation. State which procedures were followed, record results of each test and state the root cause of each code. Consult with the CRM or Team Manager of the PAR group if this process leads to a disassembly of components. Follow the procedure in the General Guidelines for parts that need to be assembled for evaluation.

Inspect the system wiring, connections and components for damage. Note if the damage was the result of the incident.

TIRE AND WHEEL INSPECTION

**PRODUCT ALLEGATION RESOLUTION
PRELIMINARY INSPECTION
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	Sherif Kodsy	<u>Inspection Date:</u>	1/21/2009
<u>Vehicle Brand:</u>	2008 Hummer	<u>Model:</u>	H2
<u>File #</u>	71-693377188	<u>VIN:</u>	5GRGN23878H107652

1 IDENTIFICATION:

	TIRE BRAND	TIRE TYPE	TIRE SIZE	PRESSURE	AVE. TREAD DEPTH	DOT Numbers
	<u>(Goodyear)</u>	<u>(Eagle GA)</u>	<u>(P205/70R15)</u>	<u>(psi)</u>	<u>32nds of inch</u>	
LF	<u>B F</u> <u>Goodrich</u>	<u>All</u> <u>Terrian</u>	<u>315/70</u> <u>R17</u>	<u>44</u>	<u>17</u>	<u> </u>
RF	<u> "</u>	<u> "</u>	<u> "</u>	<u>44</u>	<u>17</u>	<u> </u>
LR	<u> "</u>	<u> "</u>	<u> "</u>	<u>44</u>	<u>17</u>	<u> </u>
RR	<u> "</u>	<u> "</u>	<u> "</u>	<u>44</u>	<u>15</u>	<u> </u>

Note: DOT numbers may be found on the inside of each tire adjacent to the rim.

Describe and photograph any damage to tires and wheels, such as scrapes, marks due to impact, cuts, tread separation, flat spots, bead separation, embedded grass/dirt, etc. Photographs should include inner and outer views of the damaged tire/wheel assemblies with chalk marks on each assembly to denote position on vehicle (RF, LF, RR and LR).

LF
None

RF
None

LR
None

RR
None

2. TIRE PLACARD DATA:

Record the following data: (located on driver's door edge or inside the decklid)

	<u>SIZE</u>	<u>PRESSURE (psi)</u>	<u>PRESSURE AT MAXIMUM LOAD(psi)</u>
TIRES	<u>315/70 R 17</u>	<u>45</u>	<u> </u>
SPARE TIRE	<u>Not recorded</u>	<u> </u>	<u> </u>

Section 7

SITE INSPECTION**SITE INSPECTION - PERFORM THE FOLLOWING IF ADDITIONAL INFORMATION MAY BE FOUND:**

- Check the incident scene for tire marks, gouges in the pavement, debris, or any other marks. Measure location and photograph.

**PRODUCT ALLEGATION RESOLUTION
PRELIMINARY INSPECTION
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

<u>Customer's Name:</u>	Sherif Kody	<u>Inspection Date:</u>	1/21/2009
<u>Vehicle Brand:</u>	2008 Hummer	<u>Model:</u>	H2
<u>File #</u>	71-693377188	<u>VIN:</u>	5GRGN23878H107652

Identify evidence of whether the vehicle left the road prior to, during, or after the incident. Document all locations, distances, stationary objects (guard rails, telephone poles, fences, buildings, etc), nearest posted speed limit signs in the direction of travel, etc...

- Identify evidence & photograph any object struck by the vehicle on or off the road prior to, during or after incident.
- Inspect roadway & shoulder surfaces in the area of the incident site for telltale signs of loss of control, excessive speed, severe braking, etc.

Photograph the scene and property if involved.

Comments:

Section 8 COMMENT OVERFLOW

Please use this page if needed for additional comments from the inspection form. Please note the section and area the comments are continued from prior to each comment.

Section 9 OTHER REPORT INFORMATION

- Check here if there was evidence of a "Fire-Related" event.**
 According to NHTSA, "fire" means combustion or burning of material in or from a vehicle as evidenced by flame. The term also includes, but is not limited to, thermal events and fire-related phenomena such as smoke, sparks or smoldering, but does not include events and phenomena associated with a normally functioning vehicle, such as combustion of fuel within an engine or exhaust from an engine.

Attachments: (Check all that apply)

- Photographs** **Data Downloads** **Other Records**

CERTIFICATE OF ORIGIN FOR A VEHICLE

80

32
17-35

4768

DATE		RBLPD019
01/30/08		INVOICE NO.
VEHICLE IDENTIFICATION NO.	YEAR	HID00288159
5GRGN23878H107653	2008	MAKE
BODY TYPE		HUMMER
HUMMER 4-DOOR SUV		SHIPPING WEIGHT
H.P. (S.A.E.)	G.V.W.R.	NO. CYLS.
52.0	8600	08
		SERIES OR MODEL
		RN25706

N.T.R.
3/4

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC. 31035 MNRNK1

GENERAL MOTORS CORPORATION
 100 RENAISSANCE CTR/SE/482-A25-C48
 DETROIT MI 48265-1000

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

 * THIS VEHICLE *
 * HAS A *
 * 50-STATE *
 * EMISSION *
 * SYSTEM *

GENERAL MOTORS CORPORATION
& SUBSIDIARIES

BY: *Richard C. ...*
 (SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

G52109543 DETROIT MI 48243-1114
 CITY - STATE

GM 621 REV. 10-05

SSI 97031 Atlanta is

Agent's auth

2334

MAJAL EXHAUST INC.
891-43043
401 NE 58 AVENUE (P.O. BOX 2000)
DELMAR BEACH, FLORIDA 33008
(850) 272-2848
FAX (850) 277-1328

QTY.	PART NO. AND DESCRIPTION (All parts new unless otherwise specified)	AMOUNT
	RB - REBUILT, U - USED, RC - RECONDITIONED	
	FW - FREE UNDER WARRANTY	
	RW - REDUCED COST UNDER WARRANTY	
	Scan cc computer system	
	Note: block leave out of spec	
	fuel ratio out of spec	
	Cause of this problem	
	conn. from timing chain	
	installed wrong	
	Fuel & timing problem internal	
	engine problem	
	check engine should be replaced	
	under warranty with 100% TOTAL PARTS	
	This charge represents costs and profits to the motor vehicle repair facility for MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL.	
	(S. 403.718)	
	BATTERY DISPOSAL FEE	
	(S. 403.719)	
	TIRE DISPOSAL FEE	
	TOTAL SHOP CHARGES	
	EPA / WASTE DISPOSAL	

PLEASE READ CAREFULLY. CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND, THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

- I REQUEST A WRITTEN ESTIMATE.
- I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$100. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
- I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED: Walter Kordy DATE: 05/24/09

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate vehicle for purposes of testing, inspection, or delivery at my risk. It is understood that you will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control.

SIGNATURE: _____ DATE: _____

SAVED PARTS YES NO

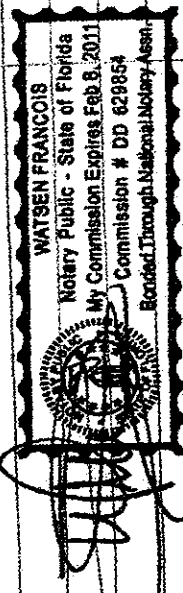
DATE IN	DATE REPAIRED	A.M.	P.M.
05/24/09			
ESTIMATE DATE	ORDER WRITTEN BY	A.M.	P.M.
BUS PHONE	EXT.		
850-739-7953			
HOME PHONE	MESSAGE IN		
850-739-8773	1257A		
COURSE NO.	WELFARE OUT		
	MECHANIC/TECHNICIAN		
CALL WHEN READY	<input type="checkbox"/> YES <input type="checkbox"/> NO		
YEARS			
AMOUNT			

VEHICLE MAKE AND MODEL: 06 Hummer H2

VEHICLE VIN: 5NPKN238784107458

SERVICES REQUESTED/DESCRIPTION OF WORK: Oil change for vibration on acceleration

@ ck for vibration on acceleration



FL DL # M000-793-645459-0 DOB 12/19/1964

ALTERNATE WORK AUTHORIZER (if any): [Signature]

ESTIMATED COSTS OF REPAIRS: X

PERIOD OF TIME OR MILEAGE: _____ MILES

TIME: _____

CHARGE FOR ESTIMATE: _____

RESASSEMBLY IF REPAIRS CANCELLED: _____

OTHER CHARGES: _____

REVISOR ESTIMATES/ADDITIONAL WORK: _____

LABOR: _____

ADDITIONAL AUTHORIZED AMOUNT: _____

IN PERSON BY PHONE

DESCRIPTION OF ADDITIONAL WORK AUTHORIZED: _____

DATE: _____ TIME: _____ CALLED BY: _____ PHONE: _____

A daily storage charge will begin (3) working days after notification of completion of repairs. \$ _____ /day

TOTAL LABOR	TOTAL PARTS	GAS, OIL AND GREASE	STORAGE	TOTAL SHOP CHARGES EPA / WASTE DISPOSAL	TOTAL
					180.00

TYPE: CASH CHECK CREDIT CARD

EXP: _____

CC NUMBER: _____

CUSTOMER # : 105741

541007

CORAL CADILLAC

INVOICE

PAGE 4

NOBODY OUT
CADILLACS
CORAL CADILLAC

5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 3306
BROWARD: 426-1800 TOLL FREE: 930-2672

The Dealer Is In



ERIE RAFIK KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437
HOME: 561-758-9858 CONT: N/A

SERVICE ADVISOR: 207 MICHAEL STANWYCK

COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN/OUT TAG

BLUE 08 HUMMER H2 5GRGN23878H107653 6526/6553 T3913

DEL DATE PROD DATE WARR EXP PROMISED PO NO RATE PAYMENT INV DATE

19AUG08 DD 11JUN2012 17:00 05NOV08 CASH 12NOV08

R.O OPENED READY OPTIONS: STK:P08372 DLR:21038 1)DD CHECKED

12:51 05NOV08 14:46 12NOV08

LINE OPCODE TECH TYPE HOURS

PG: 4X

PART#: 88944326

COUNT: 1

CLAIM TYPE:

AUTH CODE:

OF

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE P: 0.00

6553 MORN INSERT REPLACE LS WIPER INSERT

COURTESY SERVICE WASH

ISM COURTESY SERVICE WASH

612 EDWARD, TRAVIS LIC#: 0

ISH

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00 (N/C)

6553 ISW done

**** STATE OF FLA. REG. # MV-00488 *****

OUR GOAL IS 100% CUSTOMER SATISFACTION. IF

YOU HAVE ANY QUESTIONS I CAN BE REACHED AT

(954) 426-1800 ext 389 JOE BARDILL

SERVICE DIRECTOR. **PARTS MARKED W/"M" ARE

COVERED BY A LIFE TIME WARRANTY.

***** WWW.CORALCADILLAC.COM *****

DISCLAIMER OF WARRANTIES:
The seller, CORAL CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CORAL CADILLAC, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle or product.
(P.L. 93-637)
I UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON MOSS ACT AND THE CONSUMER MERCHANDISE PURCHASED IS UNDER LIMITED WARRANTY THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY SECTION.
CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

DESCRIPTION	LABOR AMOUNT	PARTS AMOUNT	GAS, OIL, LUBE	SUBLET AMOUNT	MISC. CHARGES	TOTAL CHARGES	LESS INSURANCE	SALES TAX	PLEASE PAY THIS AMOUNT
TOTALS	56.15	6.60	19.20	0.00	3.14	85.09	0.00	5.11	90.20

CUSTOMER SIGNATURE

X

(b)

CUSTOMER #: 105741

541391

CORAL CADILLAC

ACCOUNTING

5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 3306 BROWARD: 426-1800 TOLL FREE: 930-2672

NOBODY OUT CADILLAC CORAL CADILLAC

PAGE 1

TRIF RAFIK KODSY 9393 LAUREL GREEN DRIVE BOYNTON BEACH, FL 33437 HOME: 561-758-9858 CONT: N/A

SERVICE ADVISOR: 207 MICHAEL STANWYCK

DEL DATE	PROB DATE	WARB EXP	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
BLUE	08	HUMMER H2	5GRGN23878H107653			6608/6656	T3967
19AUG08	11JUN2012	17:00	13NOV08				24NOV08

LINE	OPCODE	TECH	TYPE	A/HRS	S/HRS	COST	SALE	COMP	LIST	NET	TOTAL
17:08	12NOV08			13:40	21NOV08						

CAUSE: NOISE VIBRATION AT IPC
 DECELERATION,
 D9737 08-01-39-002 Reposition A/C Compressor
 Discharge Line
 26 GILROY, TREVOR LIC#: 256
 WH2 0.00 0.30 810 3300
 FC: 93 PART#: COUNT: 0
 CLAIM TYPE:
 AUTH CODE:
 MH

ARTS:	LABOR:	OTHER:	TOTAL LINE A:
0.00	33.00	0.00	33.00

VERSION 1 (EMP# 26, 19NOV08 12:10) : 6656 NOISE VIBRATION AT IPC
 D9737 0.93 PERFORM DOC#2049909 OPERATION RELOCATE A/C HIGH PRESSURE HOSE
 FROM WHEEL WELL AREA
 VERSION 2 (EMP# 18, 20NOV08 12:00) : 6656 NOISE VIBRATION AT IPC
 D9737 0.93 PERFORM DOC#2049909 OPERATION RELOCATE A/C HIGH PRESSURE HOSE
 FROM WHEEL WELL AREA
 VERSION 3 (EMP# 18, 20NOV08 12:21) : 6656 NOISE VIBRATION AT IPC
 D9737 0.93 PERFORM DOC#2049909 OPERATION RELOCATE A/C HIGH PRESSURE HOSE
 FROM WHEEL WELL AREA
 AFTER ABOVE REPAIR STILL HAD SOME VIBRATION IN
 STEERING WHEEL AND SEAL. COMPARED WITH LIKE VEHICLE HAD SAME VIBRATION.
 FILED REPORT WITH BOB MARTIN H2 BOM.
 VERSION 4 (EMP# 26, 21NOV08 12:10) : 6656 NOISE VIBRATION AT IPC
 D9737 0.90 PERFORM DOC#2049909 OPERATION RELOCATE A/C HIGH PRESSURE HOSE
 FROM WHEEL WELL AREA.
 AFTER ABOVE REPAIR STILL HAD SOME VIBRATION IN
 STEERING WHEEL AND SEAL. COMPARED WITH LIKE VEHICLE HAD SAME VIBRATION.
 FILED REPORT WITH BOB MARTIN H2 BOM. R & I STARTER AS PER BOB MARTIN
 REMOVE FLYWHEEL BOLTS AND RESTART ENGINE TO ISOLATE VIBRATION, STILL
 HAS VIBRATION WITH FLY WHEEL DISCONNECTED, 1.6 O/H FOR DIAGNOSTIC TIME
 PER #18, 18769316

DESCRIPTION	LABOR AMOUNT	PARTS AMOUNT	GAS, OIL, LUBE	SUBLET AMOUNT	MISC. CHARGES	TOTAL CHARGES	LESS INSURANCE	SALES TAX	PLEASE PAY THIS AMOUNT
TOTALS									

DISCLAIMER OF WARRANTIES:
 The seller, CORAL CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CORAL CADILLAC, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle or product.
 I, UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON MOSS ACT AND THE CONSUMER MERCHANTISE PURCHASED IS UNDER LIMITED WARRANTY THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY SECTION.
 CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE COPY HEREOF.

CUSTOMER SIGNATURE

(11)

CUSTOMER # : 105741

541391

CORAL CADILLAC

The Dealer Is In

5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 3306 BROWARD: 426-1800 TOLL FREE: 930-2672



NOBODY OUT CADILLAC CORAL CADILLAC



PAGE 1

ERIK RAFIK KODSY 9393 LAUREL GREEN DRIVE BOYNTON BEACH, FL 33437 HOME: 561-758-9858 CONT: N/A

DEL DATE	PROD DATE	WAHR EXP	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
BLUE	08	HUMMER H2	5GRGN23878H107653			6608/6656	73967
19AUG08 DD	11JUN2012	17:00 13NOV08			CASH		24NOV08

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES ENGINE HAS CONSTANT VIBRATION DURING ACCELERATION AND DECELERATION, CAUSE: NOISE VIBRATION AT IPC

D9737 08-01-39-002 Reposition A/C Compressor Discharge Line

26 GILROY, TREVOR LIC#: 256

FC: 93 PART#: COUNT: 0

CLAIM TYPE:

AUTH CODE:

MH

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

6656 NOISE VIBRATION AT IPC D9737 0.90 PERFORM DOC#2049909 OPERATION RELOCATE A/C HIGH PRESSURE HOSE FROM WHEEL WELL AREA. AFTER ABOVE REPAIR STILL HAD SOME VIBRATION IN STEERING WHEEL AND SEAT.

COMPARED WITH LIKE VEHICLE HAD SAME VIBRATION. FILED REPORT WITH BOB MARTIN H2 BOM. R & I STARTER AS PER BOB MARTIN REMOVE FLYWHEEL BOLTS AND RESTART ENGINE TO ISOLATE VIBRATION, STILL HAS VIBRATION WITH FLY WHEEL DISCONNECTED, 1.6 O/H FOR DIAGNOSTIC TIME PER #18. 18769316 *****

CUSTOMER STATES VEHICLE RIDES ROUGH AT ALL SPEEDS OVER 50 MPH CAUSE: NO FAULT FOUND

2000 VEHICLE IS OPERATING TO SPECIFICATIONS AT THIS TIME.

26 GILROY, TREVOR LIC#: 256

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00 (N/C)

6656 NO FAULT FOUND PERFORM ROAD TEST, COULD NOT DUPLICATE CONDITION AT THIS TIME, NORMAL CHARACTERISTIC OPERATION OF TRUCK, COMPARE TO ANOTHER "H2" SAME CONDITION.

DISCLAIMER OF WARRANTIES: The seller, CORAL CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CORAL CADILLAC, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle or product. P.L. 93-6377, I UNDERSTAND THAT ALL PARTS AND ACCESSORIES SOLD OR USED ARE SUBJECT TO THE FEDERAL MAGNUSON MOSS ACT AND THE CONSUMER MERCHANDISE PURCHASED IS UNDER LIMITED WARRANTY SECTION. THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY COPY HEREOF. CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE

DESCRIPTION	LABOR AMOUNT	PARTS AMOUNT	GAS, OIL, LUBE	SUBLET AMOUNT	MISC. CHARGES	TOTAL CHARGES	LESS INSURANCE	SALES TAX	PLEASE PAY THIS AMOUNT
TOTALS									

CUSTOMER SIGNATURE

PRODUCT ALLEGATION RESOLUTION
PRELIMINARY INSPECTION
 STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS

Customer's Name:	Sherif Kodsy
Vehicle Brand:	2008 Hummer
File #	71-693377188
Inspection Date:	1/21/2009
Model:	H2
VIN:	5GRGN23878H107652

Comments: Dealer service director stated that they had recently replaced three of the vehicle tires and installed the spare as a fourth tire to try to satisfy the owner. No appreciable change was seen in the vehicle ride.
 Did the owner purchase the vehicle new? X Yes No Used? Yes No Date 6/11/2008

VEHICLE MODIFICATIONS / ALTERATIONS
 Are any vehicle modifications or alterations present, and has any after-market equipment been installed? (e.g., objects attached to the steering wheel or instrument panel, controls for disabled persons, shock absorbers, springs, modified body, electrical components, powertrain, wheels or tires, after-market seats, etc.) Describe: None noted

VEHICLE REPAIR / SERVICE HISTORY
 Prior electrical system service? X No Yes If yes, describe: _____

Prior collision repair? X No Yes If yes, describe: _____

Repaired by whom? (name, address, phone) _____

Prior chassis system service, repair, or replacement? No X Yes If yes, describe what was done: _____

3 new tires
 Prior electrical system components serviced, repaired, or replaced by whom? (name, address, phone number) _____

Any other pertinent vehicle history information (from interview, GM warranty or dealership history files)? X No Yes If yes, describe: _____

Section 4
VEHICLE INSPECTION - VISUAL/PHOTO

THE VEHICLE VISUAL INSPECTION DOCUMENTS THE PHYSICAL EVIDENCE USING PHOTOS AND WRITTEN OBSERVATIONS. RECORD YOUR OBSERVATIONS IN THE APPROPRIATE SECTION. PHOTOGRAPH THE EXTERIOR OF THE VEHICLE AS FOLLOWS: VIN PLATE, QUARTER VIEWS FROM LEFT FRONT, RIGHT REAR ARE REQUIRED, AND DOCUMENT FURTHER EXTERIOR DAMAGE WITH MANY PHOTOS.

DESCRIBE ANY DAMAGE TO THE VEHICLE BODY:
 None

UNDERBODY / FRAME / CHASSIS AREA: Describe any damage to the underside of the vehicle. Note the condition of the bumpers, frame, suspension, tires, wheels, brake and fuel lines & engine mount(s)/crossmember. Photograph and comment on any contact between vehicle components and the underbody. Photograph if damage is present.
 None

CORNER ASSEMBLIES

- Struts/shocks
- Springs
- Control arms
- Comments: No damage noted
- Confidential GM/PAAR
- Ball joints
- Steering knuckles
- Axle assemblies
- Tire/wheel assemblies

Use the following table to identify what you did and what you found during the inspection. Identify the tests and test results for the applicable items. Describe anything relevant to the allegation that is not in normal working condition, does not function properly or is a non production part. Take appropriate photographs.

Section 6
STEERING, SUSPENSION, TIRE AND WHEEL SYSTEM INSPECTION

None

INTERIOR INSPECTION (Describe any damage and photograph)

- Instrument panel
- Controls
- Overall view of seat position
- Photo of options label-glove box/trunk
- Personal items/cargo
- Odometer
- Steering wheel and column
- Driver and passenger seat back angle (inclinometer measurement)
- Sunvisors and headliner

INTERIOR

Section 5
VEHICLE INSPECTION - PASSENGER COMPARTMENT

None noted

GENERAL OBSERVATIONS
Photograph and comment on any aftermarket equipment found, vehicle modifications or items that are unusual or out of place.
Comments:

None noted

- Engine compartment
- Brake fluid level and condition
- Power steering lines, hoses, clamps and connections
- Power steering fluid level and condition

UNDERHOOD

PRODUCT ALLEGATION RESOLUTION
PRELIMINARY INSPECTION
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS

Customer's Name: Sheriff Kody
Vehicle Brand: 2008 Hummer
File #: 71-693377188

Inspection Date: 1/21/2009
Model: H2
VIN: SGRGN23878H107652

THE PALM BEACH GARAGE

FOREIGN & DOMESTIC SERVICE
 2400 S. DIXIE HIGHWAY
 WEST PALM BEACH, FL 33401
 TEL: (561) 833-8622 • FAX: (561) 833-6633
 pbgarage@bellsouth.net

NAME: Stanif Rudy
 ADDRESS: 15968 Coastal Dr.
 CITY: Dalton STATE: GA ZIP: 33484
 MV - 35499

REG: AL MAKE: HUMMER MODEL: H1 LICENSE TAG NO.: 78099
 VIN: 5G8RGN23878H107653
 IN DATE: 11/1 COOKOUT DATE: 1/1 RPO: 78099

ORDER # 1 Accac
 1. Check out daily
 2. Check out daily
 3. Engine idle 10000 ft. 10000 ft. 10000 ft.

FLAT RATE	HOURLY RATE	PER ABOVE	CHARGE FOR DISASSEMBLY AND/OR REASSEMBLY	WE CANNOT REASSEMBLE	CASH OK	RETURN REPLACED PARTS?

QUANTIFIED ITEMS: 3 MONTHS/3000 MILES
 TECHNICAL REFERENCE: X
 ESTIMATED COST OF REPAIR: \$1.50
 ESTIMATED REPAIR: X

TOTAL SUBLET REPAIRS: 95.00
 TOTAL PARTS: 95.00
 SUBLET REPAIRS: 0.00
 ENVIRO CHARGE: 5.00
 GAS: 4.00
 TAX: 6.18

RECEIVED: 1/10/04 AM 11:00
 PHONE: 737-8998
 DATE: 1/1

ESTIMATED SERVICE DATE	TOTAL PARTS	FLAT RATE	HOURLY RATE	PER ABOVE	CHARGE FOR DISASSEMBLY AND/OR REASSEMBLY	WE CANNOT REASSEMBLE	CASH OK	RETURN REPLACED PARTS?

PLEASE READ CAREFULLY CHECK ONE IF THE STATEMENTS BELOW AND SIGN
 I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.
 I REQUEST A WRITTEN ESTIMATE.
 I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
 I DO NOT REQUEST A WRITTEN ESTIMATE.
 I DO NOT REQUEST A WRITTEN ESTIMATE.
 I DO NOT REQUEST A WRITTEN ESTIMATE.

By authorizing the above repair work to be done, you agree with the necessary material, and hereby grant you and/or your employees the right to operate the vehicle, and to be held responsible for the damage of handling and/or inspection. If there is a dispute over the final bill, the customer may board the amount with the shop, which is subject to the court, per RS 88.817. Failure to honor the bill, may lead to implementation of S. 713.56, lien law. Repair shop will not be held responsible for loss, or damage to the vehicle or articles left in the vehicle in case of theft, or any other cause beyond your control. If a licensee is necessary for you to employ a collection agency and/or an attorney to collect the amount, I shall indemnify and hold you harmless from all costs, claims, and expenses, including attorney's fees.

7712

**PRODUCT ALLEGATION RESOLUTION
PRELIMINARY INSPECTION
STEERING, SUSPENSION, AXLE, TIRE AND WHEEL SYSTEMS**

Customer's Name: Sheriff Kody	Vehicle Brand: 2008 Hummer	File #: 71-693377188
Inspection Date: 1/21/2009	Model: H2	VIN: 5GRGN23878H107652

Inspection Location: Schumacher Buick Hummer
West Palm Bch, FL 33409
Inspected By: Jim Daugherty EAA
Inspector's phone number: 954-749-3637
Mileage at Inspection: 10,808

Section 1 INSPECTION SUMMARY

BRIEFLY Describe the customer's ALLEGATION below:
Owner stated that the vehicle ride was jerky and rough. He also stated that the engine did not idle smoothly.

Following the inspection, summarize the facts and observations: (Additional cmts may be 340placed in section 9)
Inspected the vehicle undercarriage and tires and wheels. Checked tire pressure for over inflation and damage to wheels or tires. None was noted. Road tested vehicle for several miles with the dealer service director. Vehicle did not appear to ride improperly for this type of chassis and tire combination. Selected another vehicle form stock with identical engine, tires, and wheel combination. Road test indicated that ride was similar to owner's vehicle. Engine idle appeared normal with only a slight quiver in the tachometer needle as the fuel injection made minor adjustment to the fuel/air mixture. Second vehicle idled smoothly.

Section 2 INTERVIEW - INCIDENT DETAILS

Obtain all of the information for this section from the Driver/Claimant

Provide a complete description of the incident according to the DRIVER / CLAIMANT

Interview mode: By Telephone In Person
 Interview date: 1/21/2009
 No accident involved.

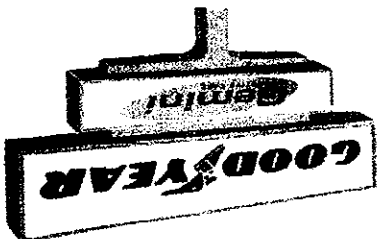
Driver/other occupant's physical description (include name, gender, height, weight, & disabilities):
 Sheriff Kody 5'8" tall, 190lbs, DOB 4/27/1964, No disabilities

If there was a collision:
 Describe extent of any injuries to the Driver: States that rough ride increases his medical problems

Describe where other occupants were seated & extent of any injuries: N/A

What was the exact location of the incident: N/A
 Driving conditions at the time of the incident:
 Confidential GM/PAE

BOCA RATON TIRE CENTER



03/13/09 03/13/09
 04:23 PM 04:50 PM
 TERR: 1634
 NONSIG: 164561

10 NW 28TH ST
 BOCA RATON, FL 33431
 (561) 391-6666, FL REG# MW58766

VOICE 128689

GE: 01

LT TO: ALL RESTORATION SERVICES
 SHERIFF
 15968 LAUREL OAK CR
 DELRAY BEACH, FL 33484

IONE 1..... (561) 737-8998

IONE 2..... 03/13/09

WE PROMISED

TURN PARTS.. NO

TESMAN..... 034 / 034

COUNT # COB IC CUST# TYPE/STATE AUTHORIZATION CREDIT CARD NO.
 340051 M 01 05968 0 FL 159238 HDC 3886

SM	TECH	PRODUCT CODE	BC	QTY	DESCRIPTION	PARTS	LBR/EXCISE	LINE TOTAL
1	019	093-608	R	1	DIAGNOSTIC CHECK	86.00	86.00	86.00
1	019	048-170	R	1	ESTIMATE/WORK ORDER PREPARATION	86.00	86.00	86.00
1	019	093-002	R	1	ADDITIONAL REPAIRS RECOMMENDED	86.00	86.00	86.00
1	019	047-100	R	1	SCANNED VEHICLE NO CODES AT THIS TIME. WE	86.00	86.00	86.00
1	019	047-100	R	1	DO FEEL A ROUGH IDLE & ENGINE VIBRATION.	86.00	86.00	86.00
1	019	047-100	R	1	VEHICLE SHIFTS HARD INTERMITTENTLY. WE DID	86.00	86.00	86.00
1	019	047-100	R	1	FIND A TSB FOR CLEANING OUT INJECTORS.	86.00	86.00	86.00
1	019	047-100	R	1	ALSO CHECKED OUT BRAKES FOR NOISE	86.00	86.00	86.00
1	019	047-100	R	1	NOTICED SCUFF MARKS ON ROTORS.	86.00	86.00	86.00
1	019	047-100	R	1	WE RECOMMEND TAKING BACK TO THE DEALER	86.00	86.00	86.00
1	019	047-100	R	1	FOR FURTHER INSPECTION & WARRANTY REPAIRS	86.00	86.00	86.00

CALL SCOTT, SIDNEY, OR MIKE FOR ALL OF YOUR AUTOMOTIVE NEEDS. IF YOU EVER HAVE ANY QUESTIONS ABOUT OUR SERVICES, WE WILL GLADLY ANSWER THEM FOR YOU !! THANK YOU FOR YOUR BUSINESS & YOUR CONTINUED PATRONAGE.

UNDERSTAND THAT ALL CUSTOM WHEEL LUG NUTS MUST BE RE-TORQUED AFTER 25 MILES AND CHECKED PERIODICALLY.

(signature)

PARTS TOTAL..... 86.00
 LABOR TOTAL..... 86.00
 SUB TOTAL..... 86.00
 SALES TAX..... 86.00
\$86.00

INVOICE TOTAL

CUSTOMER AUTHORIZATION FOR TOTAL

ALL PARTS LISTED ARE NEW, UNLESS OTHERWISE STATED

SEE REVERSE SIDE FOR IMPORTANT SAFETY WARNING AND WARRANTY INFORMATION

HAVE A QUESTION OR PROBLEM?
 Please let our store manager. We value your opinion as much as your business. Should you need additional assistance, call our
 CUSTOMER ASSISTANCE LINE 1-800-321-2138

CUSTOMER # : 105741

540280

CORAL CADILLAC

THE DEALER IS

5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 33009 BROWARD: 428-1800 TOLL FREE: 930-2672



NOBODY OUT CADILLACS CORAL CADILLAC



INVOICE

PAGE 3

ERIE RAFIK KODSY 9393 LAUREL GREEN DRIVE BOYNTON BEACH, FL 33437 HOME: 561-758-9858 CONT: N/A

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	08	HUMMER H2	5GRGN23878H107653		5224/5228	T3816
DEL DATE	PROD DATE	WAHR EXP	PROMISED	PO NO.	PAYMENT	INV. DATE
19AUG08 DD	11JUN2012	17:00	220CT08		CASH	230CT08
R.O. OPENED	READY	OPTIONS:	STK: P08372	DLR: 21038	1) DD CHECKED	
16:19	200CT08	16:06	230CT08	LINE OPCODE TECH TYPE HOURS		

LIST NET TOTAL

CAUSE: R/R BOTH FRONT AXLE AND TIE ROD ENDS RUSTING

88040 TIE ROD, INNER RIGHT REPLACE

1 12345327 PAINT 47 WH2

FC: 5W PART#: COUNT: 0

CLAIM TYPE:

AUTH CODE:

VD

88041 TIE ROD, INNER LEFT REPLACE

47 WH2

FC: 5W PART#: COUNT: 0

CLAIM TYPE:

AUTH CODE: B

VD

(N/C)

(N/C)

Handwritten notes: 10/23, R+R, 10/23

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE #: 0.00

5228 R/R BOTH FRONT AXLE AND TIE ROD ENDS RUSTING R/R BOTH FRONT AXLES AND COATED WITH POR 15 RUST #PIT749B: Underbody corrosion AND COATED TIE ROD ENDS AS WELL

F** FOUND DURING REPAIR, BEFORE RADIO WAS REPLACED, L/CENTER A/C DEFLECTOR IS COMING APART

CAUSE: LEFT GENT A/C VENT LOOSE AND MON/T HOLD POSITION C2313 INSTRUMENT PANEL CLUSTER TRIM PLATE BEZEL REPLACEMENT

1 25954826 BEZEL 47 WH2

FC: 4N

PART#: 25954826

COUNT: 1

CLAIM TYPE:

AUTH CODE:

(N/C)

(N/C)

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CUSTOMER SIGNATURE

X

DESCRIPTION	PLEASE PAY THIS AMOUNT
TOTALS	
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	

2

CUSTOMER #: 105741

540280

CORAL CADILLAC

The Dealer Is In

5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 3306
BROWARD: 426-1800 TOLL FREE: 830-2672



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CORAL CADILLAC



PAGE 4

INVOICE

ERIE RAFIK KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437
HOME: 561-758-9858 CONT: N/A

BUS: CELL:

YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
08	HUMMER H2	5GRGN23878H107653	5224/5228		T3816
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE
19AUG08	11JUN2012	17:00	22OCT08		
R.O. OPENED	READY	OPTIONS:	STK: P08372	DLR: 21038	1) DD CHECKED
16:19	20OCT08	16:06	23OCT08		
LINE	OPCODE	TECH	TYPE	HOURS	

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

5228 LEFT CENT A/C VENT LOOSE AND MON, T HOLD POSITION REPLACED COMPLETE RADIO BEZEL ASSEMBLY WITH BOTH A/C VENTS

3** CUSTOMER CAME BACK TO DEALERSHIP AND STATED I/F SEAT HEATER IS INOP AT TIMES AND WILL GOFF OFF AFTER BEING ON FOR 5 MINUTES

2000 VEHICLE IS OPERATING TO SPECIFICATIONS AT THIS TIME.

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

5224 WORK AS DESIGN AT THIS TIME NO BULLTENS NO UPDATED PROGRAMS FOR HEATER MODULE

*** REPAIR DINGS ON L/R DOOR AND R/F DOOR AND PER JACK GARDNER 3050 SUBLET REPAIRS

309 SUBLET TECH LIC#: 256

SUBL PO#168998, PAINTLESS DENT REPAIR, REPAIR DENTS

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

DESCRIPTION	LABOR AMOUNT	PARTS AMOUNT	GAS, OIL, LUBE	SUBLET AMOUNT	MISC. CHARGES	TOTAL CHARGES	LESS INSURANCE	SALES TAX	PLEASE PAY THIS AMOUNT
TOTALS									

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CUSTOMER SIGNATURE

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CUSTOMER #: 105741

540280

CORAL CADILLAC

The Dealer Is

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NOBODY OUT CADILLACS



PAGE 5

ERIE RAFIK KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437
HOME: 561-758-9858 CONT: N/A
BUS: CELL:

SERVICE ADVISOR: 207 MICHAEL STANWYCK

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	08	HUMMER H2	5SGGN23878H107653		5224/5228	T3816
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
19AUG08 DD	11JUN2012	17:00 22OCT08				
R.O. OPENED		READY	OPTIONS: STK:P08372 DLR:21038 1) DD CHECKED			
LINE OP CODE TECH TYPE HOURS		16:19 20OCT08	17:00 22OCT08			
REPAIR 2 DOOR DINGS PER GRT			CASH 23OCT08			
READY PER JACK G			NET TOTAL			

OUR GOAL IS 100% CUSTOMER SATISFACTION. IF YOU HAVE ANY QUESTIONS I CAN BE REACHED AT (954) 426-1800 ext 389 JOE BARDILL SERVICE DIRECTOR. **PARTS MARKED W/"W" ARE COVERED BY A LIFE TIME WARRANTY.

***** WWW.CORALCADILLAC.COM *****

DESCRIPTION	LABOR AMOUNT	PARTS AMOUNT	GAS, OIL, LUBE	SUBLET AMOUNT	MISC. CHARGES	TOTAL CHARGES	LESS INSURANCE	SALES TAX	PLEASE PAY THIS AMOUNT
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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CUSTOMER SIGNATURE

X

CUSTOMER # : 105741

541007

CORAL CADILLAC

The Dealer Is In

INVOICE

PAGE 1

ERIE RAFIK KODSY

9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437
HOME: 561-758-9858 CONT: N/A

NOBODY OUT
CADILLACS
CORAL CADILLAC



SERVICE ADVISOR: 207 MICHAEL STANWYCK

COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN/OUT TAG

BLUE 08 HUMMER H2 5GRGN23878H107653 6526/6553 T3913

DEL DATE PROD DATE WARR EXP PROMISED PO NO RATE PAYMENT INV DATE

19AUG08 DD 11JUN2012 17:00 05NOV08 CASH 12NOV08

R.O OPENED READY OPTIONS: STK:P08372 DLR:21038 1)DD CHECKED

12:51 05NOV08 14:46 12NOV08

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES BRAKES SOUPEL WHEN BRAKING AT HWY SPEEDS

CAUSE: NO PARTS ON BACK ORDER

2050 SPECIAL ORDER PART ON BACK ORDER

26 GILROY, TREVOR LIC#: 256

1 25924485 PAD KIT (N/C)

1 63501 QUIET/BRAKE (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

6526 NO PARTS ON BACK ORDER NO PARTS AVAILABLE AT THIS TIME

A CUSTOMER STATES ENGINE RUNS ROUGH AND BUZZES THRU IPC, SEE JOE B

USE: EXHAUST VIBRATION

L2004 EXHAUST SYSTEM ALIGN

26 GILROY, TREVOR LIC#: 256

1 10199232 DAMPNER A (N/C)

1 10199232 DAMPNER A (N/C)

2 F0#169202 CLAMPS (N/C)

FC: 2E (N/C)

PART#: 10199232

COUNT: 4

CLAIM TYPE:

AUTH CODE: E

P0

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

6553 EXHAUST VIBRATION FIRING PULSES TRANSFERING INTO

VEHICLE. INSTALL EXHAUST WEIGHT TO PIPE, NECESSARY FOR VIBRATION IN

INTERIOR. 1.8 OIL FOR DIAGNOSTIC TIME PER #18. 18319318

7 BASIC 6,000 MILE SERVICE. CHG ENG OIL & FILTER, CHECK FLUIDS, INSP

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COPY HEREOF.

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

SALES TAX

LESS INSURANCE

TOTAL CHARGES

MISC. CHARGES

SUBLET AMOUNT

GAS, OIL, LUBE

PARTS AMOUNT

LABOR AMOUNT

DESCRIPTION

TOTALS

CUSTOMER # : 105741

540280

CORAL CADILLAC

The Dealer's In

5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 330 BROWARD: 426-1800 TOLL FREE: 930-2672



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PAGE 2

INVOICE

ERIF RAFIK KODSY 9393 LAUREL GREEN DRIVE BOYNTON BEACH, FL 33437 HOME: 561-758-9858 CONT: N/A

BUS: CELL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	08	HUMMER H2	5GRGN23878H107653		5224/5228	T3816
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	PAYMENT	INV. DATE
19AUG08 DD	11JUN2012	17:00 22OCT08			CASH	23OCT08
R.O. OPENED		READY	OPTIONS:	STK: P08372 DLR: 21038 1) DD CHECKED		
16:19 20OCT08		16:06 23OCT08	LINE OPCODE TECH TYPE HOURS			

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

5228 TCM UPDATED PROGRAM MCC 18F45 REPROGRAMMED TCM AND CLEARED ALL

CODES

C COURTESY SERVICE WASH

15W COURTESY SERVICE WASH

837 ISH

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

5224 ISW DONE

D** CUSTOMER STATES CD PLAYER INOP

CAUSE: RADIO SHORTED OUT MON, T PLAY ANY CDS

R0760 RADIO, REMOVE AND REPLACE

47 WHZ

1 EX RADIO

FC: 80G00

PART#:

COUNT: 0

CLAIM TYPE:

AUTH CODE:

OJ

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

5228 RADIO SHORTED OUT MON, T PLAY ANY CDS REPLACED RADIO AND

PROGRAMMED MCC 80C00 AND SET AS NEEDED

E** CUSTOMER STATES EXCESSIVE RUST UNDER FRONT OF VEHICLE

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SECTION, THE MANUFACTURER AND THE WRITTEN TERMS AND CONDITIONS THEREOF ARE AVAILABLE FOR MY

CUSTOMER HEREBY ACKNOWLEDGES RECEIPT OF ABOVE MENTIONED VEHICLE, AND RECEIPT OF INVOICE

COPY HEREOF.

X

CUSTOMER SIGNATURE

PLEASE PAY THIS AMOUNT

SALES TAX

LESS INSURANCE

TOTAL CHARGES

MISC. CHARGES

SUBLET AMOUNT

GAS, OIL, LUBE

PARTS AMOUNT

LABOR AMOUNT

DESCRIPTION TOTALS

ATTACHED COPY

2

CUSTOMER # : 105741

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INVOICE

5101 NORTH FEDERAL HIGHWAY POMPANO BEACH, FL 330 BROWARD: 426-1800 TOLL FREE: 930-2672



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PAGE 1

ERIE RAFIK KODSY
9393 LAUREL GREEN DRIVE
BOYNTON BEACH, FL 33437
HOME: 561-758-9858 CONT: N/A

SERVICE ADVISOR: 207 MICHAEL STANWYCK

COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN/OUT TAG

BLUE 08 HUMMER H2 SGRGN23878H107653 5224/5228 T3816

DEL DATE PROD DATE WARR EXP PROMISED PO NO. RATE PAYMENT INV. DATE

19AUG08 DD 11JUN2012 17:00 22OCT08 CASH 23OCT08

R.O. OPENED READY OPTIONS: STK:P08372 DLR:21038 1) DD CHECKED

16:19 20OCT08 16:06 23OCT08

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES ENGINE WON'T STAY RUNNING
CAUSE: MASS AIR FLOW SENSOR SHORTED OUT SET P0172 P0175 RICK CODES

J5670 MASS AIRFLOW SENSOR REPLACEMENT

47 WH2 1 15904068 SENSOR AS

FC: 6G PART#: 15904068 COUNT: 1

CLAIM TYPE: E AUTH CODE: E

J6354 POWERTRAIN CONTROL MODULE ENGINE REPROGRAMMING WITH SPS

47 WH2 FC: 96 PART#: COUNT: 0

CLAIM TYPE: B AUTH CODE: B

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

5228 MASS AIR FLOW SENSOR SHORTED OUT SET P0172 P0175 RICK CODES

REPLACED MASS AIR FLOW SENSOR AND CLEARED AND REPROGRAMMED ECM WITH

UPDATED WGC 11AD FOR ECM R/R SPARK PLUGS AND CLEAN FROM MASS AIR FLOW

FAULED KOIHL FOR PROGRAM AND R/R SPARK PLUGS 1.1 OK 18618318 OK #18

B 08080 SERVICE UPDATE INVENTORY ONLY - TRANS CONTROL MODULE REPGM

CAUSE: TCM UPDARD PROGRAM WGC 18R45

V1741 Reprgram Transmission Control Module (TCM)

47 WH2 FC: 93 PART#: COUNT: 0

CLAIM TYPE: AUTH CODE:

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LABOR AMOUNT

PARTS AMOUNT

GAS, OIL, LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY THIS AMOUNT

CUSTOMER SIGNATURE

X

1

PROGRAM COPY

1 documentation?

2 MR. KODSY: There is a part of it, yes,

3 from the insurance company stating that this

4 problem was due to a Progressive defect, not

5 an accidental one.

6 MR. TUCK: All right. What I would

7 like to ask you to do is frame questions to

8 the witness that will elicit the kind of

9 information that you want us to hear.

10 MR. KODSY: Do you want me to go ahead?

11 MR. TUCK: Yes.

12 MR. KODSY: When you test drove the

13 vehicle, did it feel normal to you from your

14 prior experience of driving a Hummer H2 that

15 that was normal for the way the vehicle

16 performed?

17 MS. HOBBS: When you brought the car in

18 to our service center for the claim -- I've

19 driven Hummers a couple of times, I'm by no

20 means an expert on them. I did feel some

21 type of vibration when we were driving the

22 vehicle; however, I couldn't tell you what

23 it is.

24 MR. WOLFER: Excuse me. Can you just

25 give us a little bit of background about