

OF INFORMATION ACT (FOIA), 5 U.S.C.552(B)(6)

From: [REDACTED]
To: [EVOQ \(NHTSA\)](#); [REDACTED]
Cc: [NHTSA ODI CRD](#); [REDACTED]
Subject: Complaint: 11354804- I made this complaint but forgot to upload documents here they are
Date: Monday, September 14, 2020 8:04:16 PM
Attachments: [REDACTED]

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear NHTSA:

I am not the owner of this vehicle.

I am reporting the following information to you which General Motors failed to provide to you regarding this vehicle vin #KL1TG62655E [REDACTED]

GM settled out of court and hid it from the public it wasn't even listed anywhere in the decisions being made by the General Motor Liquidation Trust fund and the Aveo isn't listed as being part of the settlement yet GM settled for an undisclosed amount on the vehicle.. KL1TG62655E [REDACTED]

[REDACTED] was not the vehicle owner. His Step mother [REDACTED] is the owner and was the owner.

Please review.

Police report is attached as well as [REDACTED] autopsy.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
 Quality Control Analyst



8300 Greensboro Drive, Suite 600, McLean, VA 22102
 240-247-8812 (Desk) | 240-241-5625 (Fax) | www.telesishq.com
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IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

KAREN TIPTON, Personal Representative)
the Estate of [REDACTED] AND)
[REDACTED] on behalf of LN, a)
minor child,)
)
) Plaintiffs,)
)
v.)
)
GENERAL MOTORS LLC,)
)
)
) Defendant.)

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED

MAR -1 2016

CASE NO. [REDACTED]

In The Office of the
Court Clerk RHONDA HALL

FIRST AMENDED COMPLAINT

COME NOW, Karen Tipton as personal representative of the estate of [REDACTED] deceased, and [REDACTED], as the guardian of [REDACTED] a minor child, Plaintiffs. In the above-styled action, and for complaint against Defendant General Motors LLC states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Karen Tipton is the duly appointed Representative of the Estate of [REDACTED]. She is a resident of Texas.
2. Plaintiff [REDACTED] is the duly appointed guardian of [REDACTED] a minor child, and the sole heir of [REDACTED]. [REDACTED] is a resident of Cleveland County, Oklahoma.
3. Defendant General Motors LLC, (hereinafter referred to as "New GM" – as identified in the *Sale Order and Injunction* of July 5, 2009, by the Bankruptcy Court for the Southern District of New York) is a corporation organized and existing under the laws of the State of Delaware, having its principal place of business in the State of Michigan. New GM's registered agent in this state is Corporation Service Company, 115 SW 89th Street, Oklahoma City, Oklahoma 73139, upon whom the Summons and Complaint may be served, and when said agent is served

with a copy of the Summons and Complaint, New GM will be subject to the jurisdiction and venue of this Court.

4. General Motors Corporation ("Old GM") filed for bankruptcy in 2009. In July 2009, the sale of Old GM's assets to New GM was approved. In conjunction with this sale an Amended and Restated Master Sale and Purchase Agreement ("MPSA") was executed. The MPSA detailed the liabilities that New GM assumed. Under the MPSA, New GM assumed responsibility for product liability or negligence claims involving personal injury or death arising from crashes occurring on or after July 10, 2009. Because the subject crash in this action occurred after July 10, 2009, New GM has clearly assumed liability for the compensatory damages claims asserted herein against the 2005 Chevrolet Aveo.

5. New GM's predecessor company, Old GM, distributed and sold the 2004 Chevrolet Aveo and similarly designed vehicles throughout the United States of America. Old GM distributed and sold the 2005 Chevrolet Aveo driven by [REDACTED]. On July 6, 2009, New GM obtained all the knowledge and engineering records, documents, and testing for the 2005 Chevrolet Aveo.

6. [REDACTED] was the primary driver of the subject 2005 Chevrolet Aveo, VIN #KL1TG62655B [REDACTED] – the product involved in this action (hereafter referred to as the "Aveo").

7. On March 1st, 2014, [REDACTED] was driving the Aveo properly wearing the lap and shoulder harness.

8. [REDACTED] then lost control of the Aveo because, upon information and belief, the daytime running light module overheated and led to a cabin fire, for an unknown reason, and the

vehicle exited the north edge of the road. The Aveo furrowed in and rolled over coming to rest on its passenger side. The vehicle then ignited and [REDACTED] was burned alive inside the vehicle.

COUNT I

STRICT LIABILITY OF DEFENDANT NEW GM

9. All preceding statements and allegations of Plaintiffs' Complaint are incorporated and realleged as if expressly set forth herein.

10. Old GM designed, selected, inspected, tested, manufactured, assembled, equipped, marketed, distributed and sold the Aveo, and its components, including but not limited to the fuel system and structural components. As of July 6, 2009, New GM took responsibility for Old GM's products, and likewise employed, maintained and/or took possession of Old GM's officers, employers, shareholders, documents, stock, goodwill, intellectual property and capital, designs, assets, and facilities to continue making and selling GM cars and trucks.

11. Old GM designed, selected, inspected, tested, manufactured, assembled, equipped, marketed, distributed and sold the fuel system and structural components which were selected and installed in the Aveo. As of July 6, 2009, New GM took responsibility for Old GM's products, and likewise employed, maintained, and/or took possession of Old GM's officers, employers, shareholders, documents, stock, goodwill, intellectual property and capital, designs, assets, and facilities to continue making and selling GM cars and trucks.

12. As of July 6, 2009, New GM took responsibility for Old GM's products, and likewise employed, maintained, and/or took possession of Old GM's officers, employers, shareholders, documents, stock, goodwill, intellectual property and capital, assets, and facilities

to continue making and selling GM cars and trucks. New GM had a duty to warn users of the Aveo and to not perpetuate Old GM's fraudulent concealment of its knowledge of the defects in its cars. As of July 6, 2009, New GM continued all fraudulent and tortious conduct of Old GM, thus making that conduct its own.

13. Old GM had a legal duty to design, inspect, test, manufacture and assemble the Aveo so that it would be reasonably safe in normal operation, crashworthy and provide a reasonable degree of occupant safety in foreseeable collisions occurring in the highway environment of its expected use. New GM assumed liability for the sale of the defective Aveo. New GM also assumed the duty to discover the defects in the Aveo. Moreover, New GM had a duty not to conceal known defects, to recall, report defects to the National Highway Traffic and Safety Administration, and to not fraudulently conceal its complete knowledge – gleaned from Old GM and from New GM's subsequent operations – about the defects in the Aveo.

14. After July 6, 2009, New GM knew that, among other things, the Aveo was uncrashworthy, defective, unreasonably dangerous and unsafe for foreseeable users and occupants in each of the following particulars:

- (a) Having components containing flammable fluids that are likely to be compromised and leak in the event of a foreseeable impact;
- (b) Having components in and around the engine compartment that are not sufficiently protected to withstand foreseeable forces in an accident necessary to protect the fuel system and all other flammable fluids in the engine compartment and in the fuel delivery system;
- (c) Having a daytime running light module in the dashboard center stack

which could overheat, melt and cause smoke and fire;

- (d) Having a roof and supporting structure which was inadequate to prevent catastrophic deformation in a rollover event; and
- (e) Failing to adequately warn [REDACTED] other consumers, or the public in general, about the unsafe and defective condition and design of the vehicle known to New GM, so that individuals like [REDACTED] could make informed and prudent decisions regarding traveling or riding in such vehicles.

15. The defective nature of the Aveo was the proximate cause of the injuries and damages sustained by Plaintiffs, as set forth herein, thus rendering New GM strictly liable.

COUNT II

BREACH OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

16. All preceding statements and allegations of Plaintiffs' Complaint are incorporated and realleged as if expressly set forth herein.

17. New GM breached its implied warranties of merchantability (Title 12A O.S. §2-314) and fitness for a particular purpose (Title 12A O.S. §2-315) by selling the Aveo when it was not fit for the ordinary purpose for which such goods are sold. Specifically, New GM knew, at the time it sold the Aveo, that in the course of normal operation, a foreseeable accident could readily destroy critical components housing and transporting flammable fluids such that the fuel delivery system would be compromised as a result of a fire in the engine compartment. By selling the Aveo, however, New GM warranted to all drivers and occupants thereof that the Aveo would be safe in a crash resulting from this foreseeable highway occurrence. The

Aveo did not clearly and conspicuously disclaim these warranties, which by law automatically attach to every sales transaction (*Bridges v. Ferrell* – 1984 OK CIV APP 19; 685 P.2d 409, 410).

18. This breach of warranty proximately caused the injuries and death sustained by Plaintiffs, as set forth herein.

COUNT IV

DAMAGES

19. As a direct and proximate result of the negligence and misconduct of Defendants New GM, as well as the defective, unsafe and unreasonably dangerous Aveo, [REDACTED] was killed, and Plaintiffs are entitled to recover from the Defendant New GM the full value of the life of [REDACTED].

20. As a direct and proximate result of the negligence and misconduct of Defendants New GM, as well as the defective, unsafe and unreasonably dangerous Aveo, [REDACTED] daughter lost the parental support, love, and affection that can only come from a father.

21. As a direct and proximate result of the negligence and misconduct of Defendants New GM, as well as the defective, unsafe and unreasonably dangerous Aveo, [REDACTED] experienced physical pain and suffering.

22. As a direct and proximate result of the negligence and misconduct of Defendants GM, as well as the defective, unsafe and unreasonably dangerous Aveo, [REDACTED] experienced mental pain and suffering, including shock, fright, and terror.

23. As a direct and proximate result of the negligence and misconduct of Defendants New GM, [REDACTED] Estate incurred funeral and burial expenses.

24. Plaintiffs seek damages in excess of \$75,000.

COUNT V

PUNITIVE DAMAGES AGAINST DEFENDANT NEW GM

25. All preceding statements and allegations of Plaintiffs' Complaint are incorporated herein and realleged as if expressly set forth herein.

26. Defendant New GM, through its fraudulent concealment and failure to warn of defects in the Aveo, demonstrated an entire want of care, evidencing a reckless indifference and disregard to the consequences of their actions. Plaintiffs, pursuant to O.C.G.A. §51-12-5.1, are entitled to an award of punitive damages to deter Defendant New GM from such conduct in the future.

27. Plaintiffs incorporate all of the preceding allegations herein. They make their allegations as they relate to punitive damages only against New GM, which was formed on or about July 6, 2009, by *Sale Order and Injunction* of the Bankruptcy Court of for the Southern District of New York and the MPSA, dated July 10, 2009. As it relates to the Plaintiffs' punitive damages claim, references in this Amended Complaint to any GM entity that existed before July 6, 2009, namely Old GM, are for historical and contextual purposes only and show the conduct that New GM was aware of in July 2009, when the same employees, same officers, same engineers, same data, same documents, and the like constituted New GM.

28. The Plaintiffs expressly do not seek to hold New GM liable for punitive damages for any action or conduct on the part of Old GM. Rather, the Plaintiffs seek to hold New GM liable for its own actions, decisions and misconduct that occurred after on and after July 10, 2009, including its fraudulent concealment of defect, its failure to find the defect, its failure to warn of the defect, and its conscious indifference to the safety of those consumers using and/or

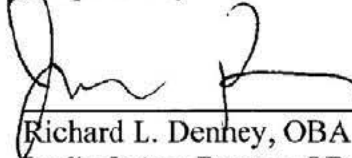
occupying defective GM products, including [REDACTED] as well as any claims that exist against New GM under Oklahoma law.

29. Plaintiffs do not seek any damages from Old GM, nor do Plaintiffs seek any damages from New GM for conduct that Old GM discharged in bankruptcy.

WHEREFORE, Plaintiffs demand judgment against the Defendant New GM, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for the aforementioned injuries, damages and Court costs. Plaintiffs also demand punitive damages against Defendant New GM to deter Defendant New GM from such conduct in the future, and to punish it for its misconduct and fraud from July 10, 2009, through the date of trial.

Plaintiffs demand a jury trial.

Respectfully Submitted



Richard L. Denney, OBA No. 2297
Lydia JoAnn Barrett, OBA No. 11670
Jason Eric Robinson, OBA No. 22289
DENNEY & BARRETT, P.C.
870 Copperfield Drive
Norman, OK 73072
Tel: 405-364-8600
Fax: 405-364-3980

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of March, 2016, I sent a true and correct copy of the foregoing document via email and U.S. mail, postage prepaid, to the following attorney of record:

Mary Quinn Cooper, OBA #116966
MCAFEE & TAFT
1717 S. Boulder, Suite 900
Tulsa, OK 74119
Telephone: 918-587-0000
Email: maryquinn.cooper@mcafeetaft.com

Attorneys for Defendant General Motors LLC



Jason E. Robinson



STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY } FILED

IN THE DISTRICT COURT IN AND FOR CLEVELAND COUNTY
STATE OF OKLAHOMA

OCT 29 2014

In The Office of the
Court Clerk RHONDA HALL

KAREN TIPTON, Personal)
Representative of the Estate)
of [REDACTED])
[REDACTED] on behalf of)
LN, a minor child.)
v.)
L & A Wrecker Services, INC.,)
a domestic corporation, and)
Sheri Nix, an individual)

W [REDACTED]

PETITION FOR TEMPORARY RESTRAINING ORDER

1. Plaintiffs Karen Tipton and [REDACTED] by and through their undersigned attorneys bring this petition against the above named Defendants, their employees, agents, and successors in office, and in support thereof allege the following:

I. PRELIMINARY STATEMENT:

- 2. Plaintiffs' Decedent, [REDACTED] was killed in an automobile accident when the Chevy Aveo he was driving ignited after a single-vehicle accident.
- 3. The vehicle in question Plaintiffs allege was defective and unreasonably dangerous. As a result of the defects present in the vehicle, Plaintiffs allege that General Motors is responsible for the death of [REDACTED].
- 4. The vehicle is title-owned by defendant [REDACTED] and is in the custody and control of Defendant L&A Wrecker.
- 5. L&A Wrecker has been storing the vehicle since the accident, and is owed over \$4,000 for the storage of said vehicle, as a result, if the storage is not paid for by November 15th, L&A Wrecker will sell the vehicle for scrap to pay for the outstanding bill.
- 6. Plaintiffs seek Temporary Injunctive Relief to prevent the sale or scrap of the subject Chevy Aveo.

II. VENUE

7. Venue is proper in this Court pursuant to 12 O.S. §134. Defendant L&A Wrecker has its principal place of business in Cleveland County, Oklahoma, and can be served at its place of business at 1315 24th Avenue SW, Norman OK 73072.

III. PARTIES

- 8. Plaintiff Karen Tipton is the duly appointed Representative of the Estate of [REDACTED]. She is a resident of Texas.
- 9. Plaintiff [REDACTED] is the duly appointed guardian of [REDACTED] a minor child, and the sole heir of [REDACTED].

10. Defendant [REDACTED] is the title-owner of the vehicle made subject of this petition. [REDACTED] is an Oklahoma Resident.

11. Defendant L&A Wrecker Service, Inc. is a domestic corporation with its principal place of business in Norman, Oklahoma.

IV. Factual Allegations

12. Plaintiffs are investigating a Products Liability action against General Motors and other defendants.

13. The subject Aveo is a primary piece of evidence in said investigation.

14. The sale or destruction of the subject Aveo would be tantamount to the destruction of evidence and would irreparably harm Plaintiffs in their action against General Motors and other defendants.

V. REQUESTED RELIEF

15. Plaintiffs seek a temporary restraining order prohibiting the sale or destruction of the Aveo made subject to this action until such time as:

a. Plaintiffs' claims against General Motors and other parties, which arose from the accident that killed Plaintiffs' Decedent, are resolved, or

b. Until such time as Plaintiffs and Defendants can achieve some sort of agreement to allow Plaintiffs to secure the title, custody, and control of the subject vehicle.

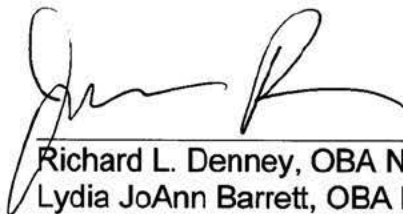
16. Plaintiffs also seek an order transferring the vehicle title and possession to Plaintiffs in exchange for the payment of the storage and fair salvage value of the subject vehicle.

VI. PRAYER FOR RELIEF

WHEREFORE ALL PREMISES CONSIDERED Plaintiffs request this Honorable Court enter an order prohibiting the sale or destruction of the subject vehicle to prevent the destruction of evidence and the miscarriage of justice which would result from said destruction. Plaintiffs also request an order transferring the possession of the subject vehicle to Plaintiffs upon payment of storage costs and fair salvage value of the subject vehicle.

DATED THIS 29TH DAY OF OCTOBER, 2014

Respectfully submitted,



Richard L. Denney, OBA No. 2297
Lydia JoAnn Barrett, OBA No. 11670
Jason E. Robinson, OBA No. 22289
DENNEY & BARRETT, P.C.
870 Copperfield Drive
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FAX: (405) 364-3980
rdenney@dennbarr.com
lbarrett@dennbarr.com
jrobinson@dennbarr.com

**BOARD OF MEDICOLEGAL INVESTIGATIONS
OFFICE OF THE CHIEF MEDICAL EXAMINER**

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Oklahoma City, Oklahoma 73117
(405) 239-7141 Fax (405) 239-2430

Eastern Division
1115 West 17th
Tulsa, Oklahoma 74107
(918) 582-0985 Fax (918) 585-1549

Re _____ Co _____

I hereby certify that this is a true and correct copy of the original document. Valid only when copy bears imprint of the office seal.

By _____
Date _____

REPORT OF INVESTIGATION BY MEDICAL EXAMINER

DECEDENT First-Middle-Last Names (Please avoid use of initials) ██████████	Age ██████	Birth Date ██████████	Race WHITE	Sex M
---	---------------	--------------------------	---------------	----------

HOME ADDRESS - No. - Street, City, State
██████████, NEWALLA, OK

EXAMINER NOTIFIED BY - NAME - TITLE (AGENCY, INSTITUTION, OR ADDRESS) NORMAN POLICE	DATE 3/1/2014	TIME 5:00
--	------------------	--------------

NJURED OR BECAME ILL AT (ADDRESS) 8000 EAST INDIAN HILLS ROAD	CITY NORMAN	COUNTY CLEVELAND	TYPE OF PREMISES ROADWAY	DATE 3/1/2014	TIME 2:36
LOCATION OF DEATH 8000 EAST INDIAN HILLS ROAD	CITY NORMAN	COUNTY CLEVELAND	TYPE OF PREMISES ROADWAY	DATE 3/1/2014 FOUND	TIME 2:36 FOUND
BODY VIEWED BY MEDICAL EXAMINER 901 NORTH STONEWALL	CITY OKLAHOMA CITY	COUNTY OKLAHOMA	TYPE OF PREMISES MORGUE	DATE 3/1/2014	TIME 15:00

F MOTOR VEHICLE ACCIDENT: DRIVER PASSENGER PEDESTRIAN

TYPE OF VEHICLE: AUTOMOBILE LIGHT TRUCK HEAVY TRUCK BICYCLE MOTORCYCLE OTHER: _____

DESCRIPTION OF BODY EXAMINATION	RIGOR	LIVOR	EXTERNAL OBSERVATION	BLOOD	NOSE	MOUTH	EARS
				OTHER			
Jaw <input type="checkbox"/> Complete <input type="checkbox"/>		Color _____	Beard _____ Hair _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neck <input type="checkbox"/> Absent <input type="checkbox"/>		Lateral <input type="checkbox"/>	Eyes: Color _____ Mustache _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arms <input type="checkbox"/> Passing <input type="checkbox"/>		Posterior <input type="checkbox"/>	Opacities _____				
Legs <input type="checkbox"/> Passed <input type="checkbox"/>		Anterior <input type="checkbox"/>	Pupils: R _____ L _____				
Decomposed <input type="checkbox"/>		Regional _____	Body Length ~69 NCHES Body Weight ~162 LBS				

Significant observations and injury documentations - (Please use space below)

MALE INDIVIDUAL WITH TRACHEAL SOOT AND FOAMY SECRETIONS. TOTAL BODY THERMAL CHARR NG.

ANTEMORTEM - POSTMORTEM HEAD AND CHEST RADIOGRAPH COMPARISON SHOWS NO UNEXPLAINABLE INCONSISTENC ES.

Probable Cause of Death:

SMOKE INHALATION AND THERMAL INJURY

Manner of Death:

Natural Accident
Suicide Homicide
Unknown Pending

Case disposition:

Autopsy NO
Authorized by _____
Pathologist ERIC DUVAL D.O.
Not a medical examiner case

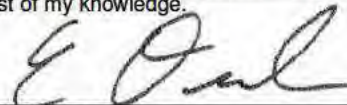
Other Significant Medical Conditions:

MEDICAL EXAMINER:

Name, Address and Telephone No.

ERIC DUVAL D.O.
901 N. STONEWALL
OKLAHOMA CITY, OK 73117

I hereby state that, after receiving notice of the death described herein, I conducted an investigation as to the cause and manner of death, as required by law, and that the facts contained herein regarding such death are true and correct to the best of my knowledge.



Signature of Medical Examiner

ERIC DUVAL D.O.

Computer generated report

1401007

Date Signed

3/1/2014

Date Generated

**BOARD OF MEDICOLEGAL INVESTIGATIONS
OFFICE OF THE CHIEF MEDICAL EXAMINER**

901 N.Stonewall
Oklahoma City, Oklahoma 73117

REPORT OF LABORATORY ANALYSIS

OFFICE USE ONLY

Re. _____ Co. _____

I hereby certify that this is a true and correct copy of the original document. Valid only when copy bear im-print by the office seal.

By _____

Date _____

ME CASE NUMBER: [REDACTED]

LABORATORY NUMBER: [REDACTED]

DECEDENT'S NAME: [REDACTED]

DATE RECEIVED: 3/3/2014

MATERIAL SUBMITTED: BLOOD, URINE

HOLD STATUS: 30 DAYS

SUBMITTED BY: JEREMY BENAVIDES

MEDICAL EXAMINER: ERIC DUVAL D.O.

NOTES:

ETHYL ALCOHOL:

Blood: 0.21 % W/V (Heart)

Vitreous: 0.24 % W/V

Other:

CARBON MONOXIDE

Blood: 8 % COHb

TESTS PERFORMED:

NO OTHER TESTS PERFORMED

RESULTS:

03/17/2014

DATE



Byron Curtis, Ph.D., DABFT, Chief Forensic Toxicologist

DO NOT WRITE IN THIS SPACE

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

Incident Report [X] Investigation Completed [X] Investigation Made at Scene [X] Photographs [X] Revised [X] Fatality [X] Hit and Run [X]

COPIES

Form fields for reporting agency (NORMAN POLICE DEPARTMENT), date of collision (03/07/14), location (CLEVELAND, OK), vehicle details (2014 AVEO), driver information (SHERI NIX), and insurance details (CHARTER INDEMNITY CO.).

Form fields for investigating officer (SGT DARREN STRAUSS), badge number (0307), reviewer (8277), and date of report (04/02/2014).

Exhibit 3

10027-1015-1015

WARNING - STATE LAW Use of contents for commercial solicitation is unlawful

Case Number

(24) Unit	Injured Witness	Passenger Prop Owner	Pos in Veh	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
-----------	-----------------	----------------------	------------	-----------	-------	--------	--------	------------------	-----

(25) Address	City	State	Zip	Telephone (Use Area Code)
--------------	------	-------	-----	---------------------------

(26) Injury Severity / Type	OP Use	Air Bag	Ejected	Estimated	Transported by	To Medical Facility	Property Type
-----------------------------	--------	---------	---------	-----------	----------------	---------------------	---------------

(27) Unit	Injured Witness	Passenger Prop Owner	Pos in Veh	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
-----------	-----------------	----------------------	------------	-----------	-------	--------	--------	------------------	-----

(28) Address	City	State	Zip	Telephone (Use Area Code)
--------------	------	-------	-----	---------------------------

(29) Injury Severity / Type	OP Use	Air Bag	Ejected	Estimated	Transported by	To Medical Facility	Property Type
-----------------------------	--------	---------	---------	-----------	----------------	---------------------	---------------

(30) Unit	Injured Witness	Passenger Prop Owner	Pos in Veh	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
-----------	-----------------	----------------------	------------	-----------	-------	--------	--------	------------------	-----

(31) Address	City	State	Zip	Telephone (Use Area Code)
--------------	------	-------	-----	---------------------------

(32) Injury Severity / Type	OP Use	Air Bag	Ejected	Estimated	Transported by	To Medical Facility	Property Type
-----------------------------	--------	---------	---------	-----------	----------------	---------------------	---------------

(33) Unit	Injured Witness	Passenger Prop Owner	Pos in Veh	Last Name	First	Middle	Suffix	DOB (mm/dd/yyyy)	Sex
-----------	-----------------	----------------------	------------	-----------	-------	--------	--------	------------------	-----

(34) Address	City	State	Zip	Telephone (Use Area Code)
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(35) Injury Severity / Type	OP Use	Air Bag	Ejected	Estimated	Transported by	To Medical Facility	Property Type
-----------------------------	--------	---------	---------	-----------	----------------	---------------------	---------------

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS. or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

(36) Unit - Carrier Name	Address
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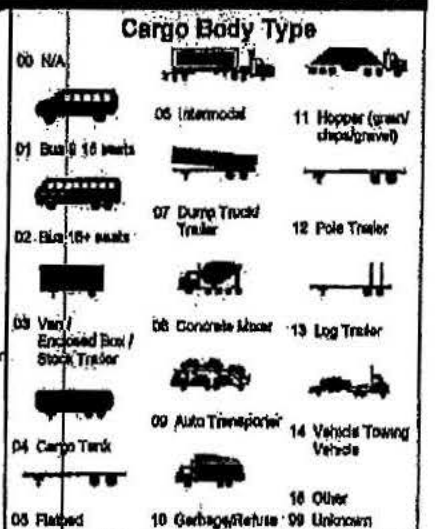
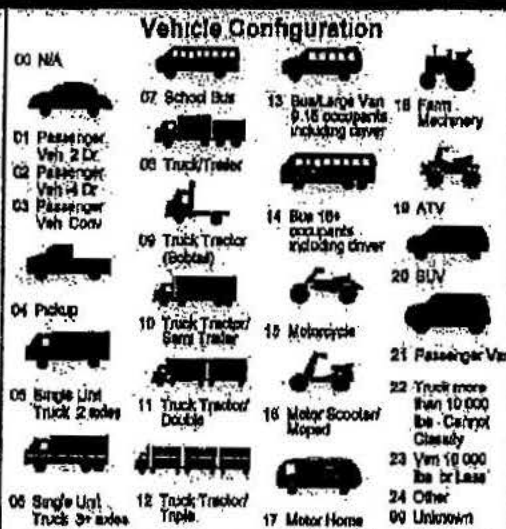
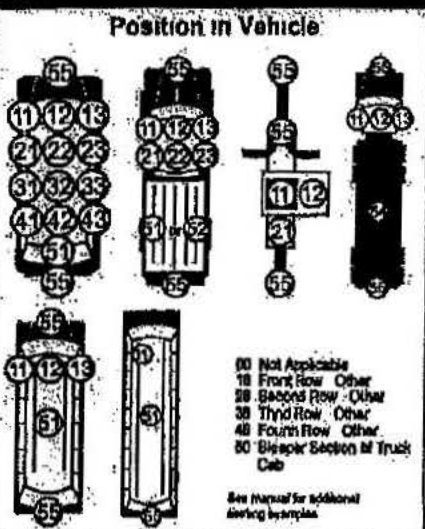
(37) City	State	Zip	GVWR	0 10K lbs	10 001 26K lbs	26K lbs	Code City	Cargo Body	Vehicle Use
-----------	-------	-----	------	-----------	----------------	---------	-----------	------------	-------------

(38) U.S. DOT Number	NAFI Report Number	Placard Number	Haz Mat Class	Haz Mat Involved	Haz Mat Release	Interstate Commerce	Intrastate Commerce	Other Non Commercial	Government
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(39) Unit - Carrier Name	Address
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(40) City	State	Zip	GVWR	0 10K lbs	10 001 26K lbs	26K lbs	Code City	Cargo Body	Vehicle Use
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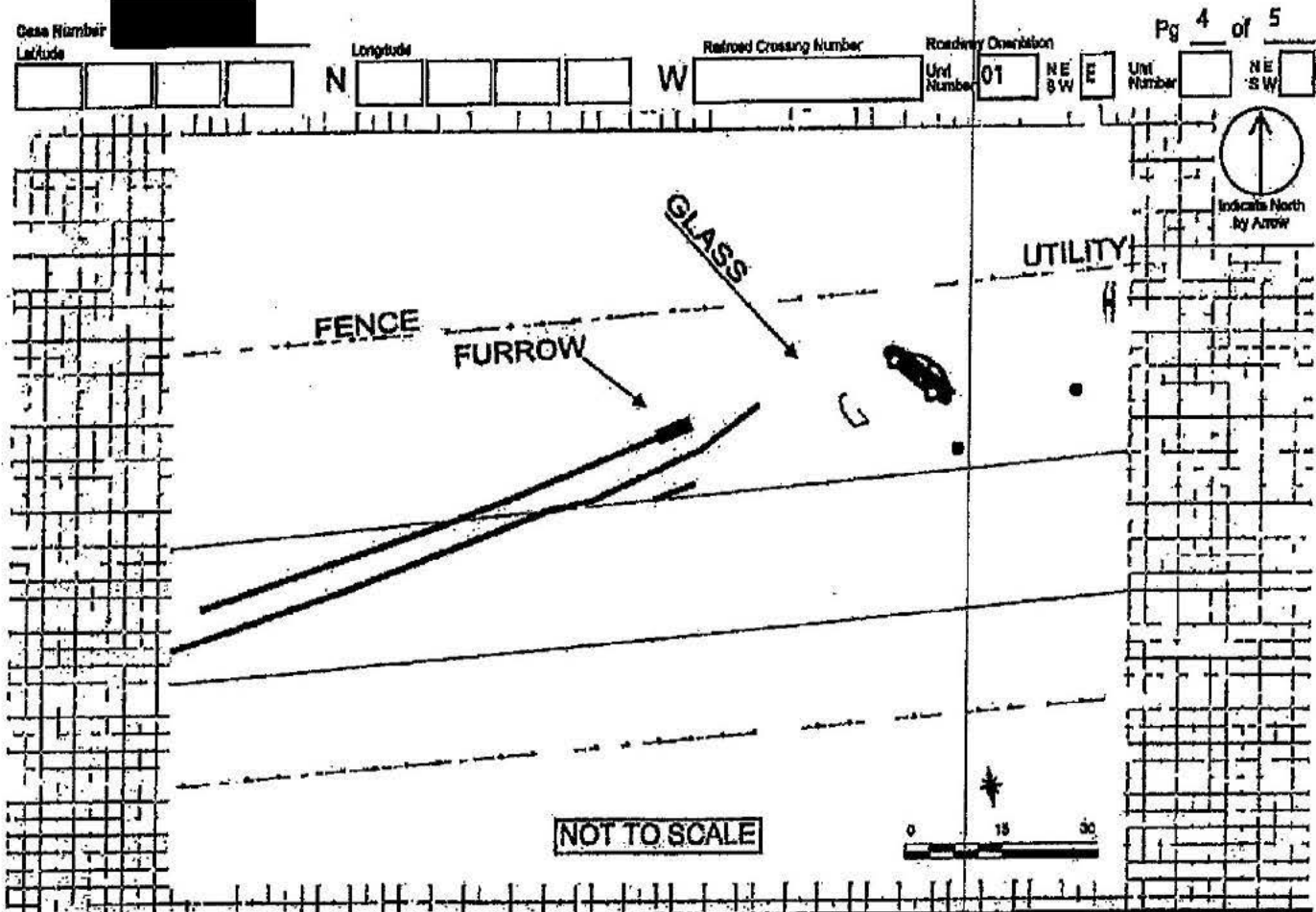
(41) U.S. DOT Number	NAFI Report Number	Placard Number	Haz Mat Class	Haz Mat Involved	Haz Mat Release	Interstate Commerce	Intrastate Commerce	Other Non Commercial	Government
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OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT Pg 3 of 5

Case Number [redacted]

The Unit will correspond to Unit 1 The Unit will correspond to Unit 2	Unit 01	Total Lanes in Roadway 02	Legal Speed 50	Appone Prior to Collision []	Location at Time of Collision []	Safety Equip []	Unit Number of Vehicle Involved []	Was the collision in or near a construction maintenance or utility work zone? (if yes complete this section) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Type of Work Zone 1 Lane Closure 2 Lane Shift/Overcover 3 Work on Shoulder or Median 4 Intermittent or Moving Work 5 Unknown								Location of the Work Zone 1 Before the First Work Zone Warning Sign 2 Advance Warning Area 3 Transition Area 4 Activity Area 5 Termination Area 9 Unknown	
Workers Present Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>								Trafficway Unit 1: 2 Unit 2: []	
Light 1 Daylight 2 Dark Not Lighted 3 Dark Lighted 4 Dawn 5 Dusk 6 Dark Unknown 7 Lighting 8 Other 9 Unknown								What Vehicle Was Going to Do Unit 1: 01 Unit 2: []	
Weather 01 Clear 02 Fog/Smog/Smoke 03 Cloudy 04 Rain 05 Snow 06 Sleet/Hail (Freezing Rain/Drizzle) 07 Severe Crosswind 08 Blowing Snow 09 Blowing Sand Soil Dirt 10 Other 99 Unknown								Underdrive/Override 0 Not Applicable 1 No Underdrive or Override 2 Underdrive Compartment Intrusion 3 Underdrive No Compartment Intrusion 4 Underdrive Compartment Intrusion Unknown 5 Override Motor Vehicle in Transport 6 Override Other Motor Vehicle 9 Unknown	
Locality 1 Residential 2 Business 3 Industrial 4 School 5 Not Built up 6 Mixed Use 7 Other 9 Unknown								Traffic Control Unit 1: 00 Unit 2: []	
Type of Intersection 0 Not an Intersection 1 Y Intersection 2 T Intersection 3 Four Way Intersection 4 Five Point or More 5 Intersection as Part of Interchange 6 Traffic Circle 7 Roundabout 8 Unknown								Road Surface Conditions Unit 1: 01 Unit 2: []	
Incident Type 00 Not an Incident 51 Private Property 52 Deliberate Intent 53 Medical Condition 54 Legal Intervention 55 Suicide 57 Drowning 58 Other								Road Character Unit 1: 4 Unit 2: []	
Location of First Harmful Event 01 On Roadway 02 Shoulder 03 Median 04 Roadside 05 Gore 06 Separator 07 Parking Lane/Zone 08 Off Roadway 09 Location Unknown 98 Outside Right-of-Way 99 Unknown								Road Alignment Unit 1: 1 Unit 2: []	
Driver Distracted by Unit 1: 9 Unit 2: []								Road Surface Type Unit 1: 2 Unit 2: []	
Point of First Contact on Vehicle Unit 1: 11 Unit 2: []								Most Damaged Area Unit 1: 12 Unit 2: []	
Emergency Vehicle Responding to an Emergency 0 N/A 1 Yes 2 No 9 Unknown								Special Function of Vehicle Unit 1: 00 Unit 2: []	
Unsafe/Unlawful Contributing Factors Unit 1: 80 Unit 2: []								Vehicle Condition Unit 1: 01 Unit 2: []	



COLLISION EVENTS

Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	Final Harmful Event for the Entire Collision
01	17	19	18	73	11	10
Unit	First Event	Second Event	Third Event	Fourth Event	Most Harmful Event	

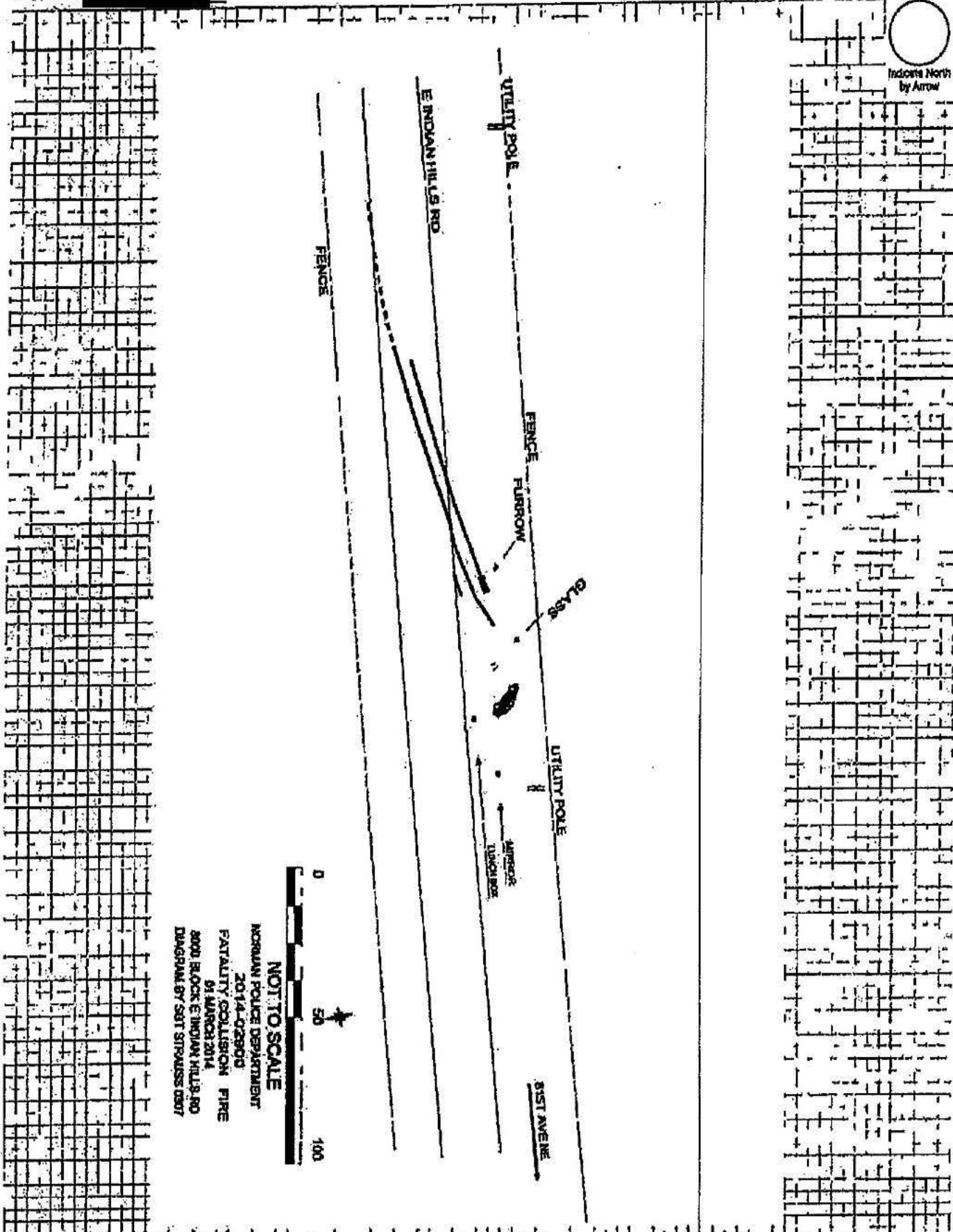
<p>00 Not Applicable</p> <p>10 Overturn/Rollover</p> <p>11 Fire/Explosion</p> <p>12 Intimidation</p> <p>13 Jackknifing</p> <p>14 Cargo/Equipment Loss or Shift</p> <p>15 Equipment Failure (Blown Tire Brake Failure, etc.)</p> <p>16 Separation of Units</p> <p>17 Departed Road Right</p> <p>18 Departed Road Left</p> <p>19 Cross Median/Centerline</p> <p>20 Downhill Runaway</p>	<p>21 Fell/Jumped From Motor Vehicle</p> <p>22 Thrown Or Falling Object</p> <p>23 Other Non Collision</p> <p>PERSON MOTOR VEHICLE OR NON</p> <p>FIXED OBJECT</p> <p>30 Pedestrian</p> <p>31 Pedal Cycle</p> <p>32 Railway Vehicle (train engine)</p> <p>33 Animal</p> <p>34 Motor Vehicle in Transport</p> <p>35 Parked Motor Vehicle</p> <p>36 Struck by Falling Shifting Cargo or Anything Set in Motion by Motor Vehicle</p>	<p>37 Work Zone/Maintenance Equipment</p> <p>38 Other Non Fixed Object</p> <p>FIXED OBJECT</p> <p>40 Barrier (Cable)</p> <p>41 Barrier (Concrete)</p> <p>42 Barrier (Other)</p> <p>43 Fence Pole</p> <p>44 Fence</p> <p>45 Traffic Signal Support</p> <p>46 Traffic Sign Support</p> <p>47 Utility Pole/Light Support</p> <p>48 Other Post/Pole/Support</p> <p>49 Guardrail/Guardrail Face</p> <p>50 Guardrail End</p> <p>51 Culvert</p> <p>52 Curb</p> <p>53 Island</p> <p>54 Sand Barrels</p> <p>55 Impact Attenuator/ Gravel Cushion</p>	<p>56 Pavement Drop Off</p> <p>57 Ditch</p> <p>58 Embankment</p> <p>59 Tree (Blowing)</p> <p>60 Dividing Strip</p> <p>61 Retaining Wall</p> <p>62 Bridge Abutment</p> <p>63 Bridge Pier or Support</p> <p>64 Bridge Rail</p> <p>65 Bridge Post</p> <p>66 Bridge Curb</p> <p>67 Bridge Super Structure (Beams)</p> <p>68 Bridge Overhead Structure</p> <p>69 Detritus</p> <p>70 Mailbox</p> <p>71 Other Fixed Object</p> <p>72 Other Highway Structure</p> <p>73 Ground</p> <p>99 Unknown</p>
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Remarks

U1 WAS E/B ON E INDIAN HILLS RD APPROACHING 81ST AVE NE. FOR AN UNKNOWN REASON U1 WENT TO THE RIGHT & ITS RIGHT SIDE TIRES WENT OFF THE ROADWAY ONTO THE GRASS SHOULDER ON THE SOUTH SIDE OF ROADWAY THE VEHICLE THEN SWERVED TO THE LEFT BACK ONTO THE ROADWAY, CROSSED OVER INTO THE W/B LANE, & WENT OFF THE ROADWAY ON THE LEFT (NORTH) SIDE THERE IS A SMALL SHALLOW DITCH ON THE NORTH SIDE OF THE ROADWAY THE FRONT LEFT CORNER IMPACTED THE NORTH SIDE OF THE DITCH & THE VEHICLE ROTATED CCW UNTIL IT WAS FACING NORTHWEST THE VEHICLE ROLLED OVER AS IT CONTINUED TRAVELING IN A NORTHEAST DIRECTION THE VEHICLE CAME TO REST ON THE PASSENGER SIDE FACING NW AT SOME POINT AFTER THE INTITIAL IMPACT WITH THE DITCH THE VEHICLE IGNITED & WAS BURNED WITH DRIVER INSIDE. DRIVER WAS FOUND DECEASED INSIDE THE VEHICLE AFTER THE FIRE WAS EXTINGUISHED ME REPORT GIVES THE PROBABLE CAUSE OF DEATH AS SMOKE INHALATION & THERMAL INJURY DRIVER HAD BEEN DRINKING ALCOHOLIC BEVERAGES WITH FRIEND RECENTLY PRIOR TO COLLISION THERE WAS MINIMAL DAMAGE TO VEHICLE FROM IMPACK & ROLLOVER POSSIBLE IGNITION SOURCE WOULD BE FROM FUEL SYSTEM BEING COMPROMISED

OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT DIAGRAM SUPPLEMENTAL

Case Number: [REDACTED]



NOT TO SCALE
 NORMAN POLICE DEPARTMENT
 2014-028900
 FATALITY COLLISION FIRE
 01 MARCH 2014
 8000 BLOCK E INDIAN HILLS RD
 DIAGRAM BY SGT STRAUSS 0307



STATE OF OKLAHOMA
CLEVELAND COUNTY } S.S.
FILED In The
Office of the Court Clerk

JUN - 8 2015

DOCKET PAGE RECORDED

Rhonda Hall, Court Clerk

DEPUTY



[Redacted]
[Redacted] husband
11-6-2005

[Redacted]
[Redacted] Best Friends

[Redacted]
[Redacted] older brother
June 2008

[Redacted]
[Redacted] Younger brother

[Redacted]
[Redacted] Great Niece
January 2012

[Redacted]
[Redacted] 3-1-14

[Redacted]
[Redacted] 2008
Burglaries Feb thru July

In an attempt to repair house
I withheld payment in Dec
2014. Roof needs to be
completely repaired. Every
month there was something new
to apply money to. Vehicle



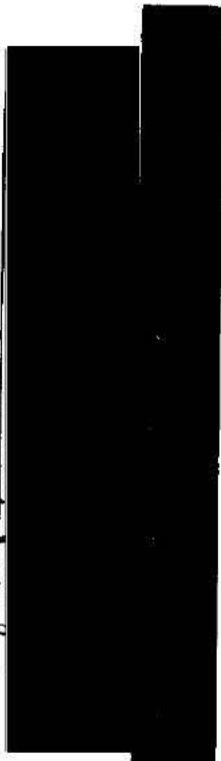
Were in steady need of
work. My stepson had a
wreck in my car. 2005
Chevrolet Aveo. Car was
totaled and he died in
this wreck.

His own vehicle needed
extensive repairs. A 2000
Isuzu Rodeo. I spent
a lot of money on this
vehicle until I was told
the transmission needed
replaced.


I bought a Pontiac
Grand Am - "AS IS"
and found out it needed
a motor.

All this time bills
were piling up and I
became a full time
Nervous Wreck.




Finally cannot take
care of the property because
of my health.



[Query](#) [Reports](#) [Utilities](#) [Help](#) [Log Out](#)

 et al v. General Motors LLC
 Robin J. Cauthron, presiding
Date filed: 03/07/2016
Date terminated: 03/15/2017
Date of last filing: 04/13/2017

History

Doc. No.	Dates	Description
	<i>Filed & Entered:</i> 03/07/2016	Payment for a Civil Case
		<i>Docket Text:</i> PAYMENT FOR A CIVIL CASE Filing fee \$ 400, receipt number  (Quinn-Cooper, Mary)
1	<i>Filed & Entered:</i> 03/07/2016	Notice of Removal
		<i>Docket Text:</i> NOTICE OF REMOVAL from District Court Cleveland County, case number  filed by General Motors LLC. (Attachments: # (1) Exhibit 1 - Cleveland County Complaint, # (2) Exhibit 2 - Cleveland County First Amended Complaint, # (3) Exhibit 3 - Cleveland County Accident Report Redacted, # (4) Exhibit 4 - Cleveland County Obituary as to  , # (5) Exhibit 5 - Cleveland County Notice of Filing Notice of Removal, # (6) Exhibit 6 - Cleveland County Docket Sheet, # (7) Exhibit 7 - Cleveland County Plaintiff's Motion to Associate Counsel, # (8) Exhibit 8 - Cleveland County Order Admitting to Practice, # (9) Civil Cover Sheet)(ed)
2	<i>Filed & Entered:</i> 03/07/2016	Entry of Appearance
		<i>Docket Text:</i> ENTRY of Appearance by Mary Quinn-Cooper on behalf of General Motors LLC (Quinn-Cooper, Mary)
3	<i>Filed & Entered:</i> 03/07/2016	Entry of Appearance
		<i>Docket Text:</i> ENTRY of Appearance by Andrew L Richardson on behalf of General Motors LLC (Richardson, Andrew)
4	<i>Filed & Entered:</i> 03/07/2016	Entry of Appearance
		<i>Docket Text:</i> ENTRY of Appearance by Jason A McVicker on behalf of General Motors LLC (McVicker, Jason)
5	<i>Filed & Entered:</i> 03/08/2016	Disclosure Statement - LLC
		<i>Docket Text:</i> DISCLOSURE STATEMENT - LLC by General Motors LLC . (Richardson, Andrew)
6	<i>Filed & Entered:</i> 03/08/2016	Entry of Appearance
		<i>Docket Text:</i> ENTRY of Appearance by Jason E Robinson on behalf of All Plaintiffs (Robinson, Jason)
7	<i>Filed & Entered:</i> 03/08/2016	Entry of Appearance
		<i>Docket Text:</i> ENTRY of Appearance by Richard L Denney on behalf of All Plaintiffs (Denney, Richard)
8	<i>Filed & Entered:</i> 03/08/2016	Entry of Appearance
		<i>Docket Text:</i> ENTRY of Appearance by Lydia J Barrett on behalf of All Plaintiffs (Barrett, Lydia)
9	<i>Filed & Entered:</i> 03/14/2016	Answer to Complaint (Notice of Removal)
		<i>Docket Text:</i> ANSWER to Complaint (Notice of Removal) <i>Defendant General Motors LLC Answer, Affirmative Defenses and Jury Demand</i> by General Motors LLC.(Richardson, Andrew)
10	<i>Filed & Entered:</i> 04/13/2016 <i>Terminated:</i> 04/20/2016	Motion for Leave to Appear Pro Hac Vice

	<i>Docket Text:</i> MOTION for Leave to Appear Pro Hac Vice by All Plaintiffs. (Attachments: # (1) Exhibit Request for Admission Pro Hac Vice)(Robinson, Jason)	
11	<i>Filed & Entered:</i> 04/13/2016	Receipt
	<i>Docket Text:</i> Receipt for Money Received from [REDACTED], Karen Tipton in the amount of \$50.00, receipt number [REDACTED] regarding [10] MOTION for Leave to Appear Pro Hac Vice (ed)	
12	<i>Filed & Entered:</i> 04/20/2016	Order on Motion to Appear Pro Hac Vice
	<i>Docket Text:</i> ORDER granting [10] Motion to Appear Pro Hac Vice - James A. Lowe. Signed by Honorable Robin J. Cauthron on 4/20/16. (lg)	
13	<i>Filed & Entered:</i> 04/21/2016	Entry of Appearance
	<i>Docket Text:</i> ENTRY of Appearance by James Allison Lowe on behalf of All Plaintiffs (Lowe, James)	
14	<i>Filed & Entered:</i> 05/09/2016	Docket
	<i>Docket Text:</i> STATUS/SCHEDULING CONFERENCE DOCKET(lg)	
15	<i>Filed & Entered:</i> 05/26/2016	Joint Status Report and Discovery Plan
	<i>Docket Text:</i> JOINT STATUS REPORT AND DISCOVERY PLAN by Defendant General Motors LLC. (Richardson, Andrew)	
16	<i>Filed & Entered:</i> 06/01/2016	Entry of Appearance
	<i>Docket Text:</i> ENTRY of Appearance by Harold C Zuckerman on behalf of General Motors LLC (Zuckerman, Harold)	
17	<i>Filed & Entered:</i> 06/06/2016	Scheduling Order
	<i>Docket Text:</i> SCHEDULING ORDER: Jury Trial set for 6/13/2017 09:00 AM in Courtroom 501 before Honorable Robin J. Cauthron. Motions due by 4/1/2017.. Signed by Honorable Robin J. Cauthron on 6/6/16. (lg)	
18	<i>Filed & Entered:</i> 07/19/2016	Notice of Address Change
	<i>Docket Text:</i> NOTICE of Change of Address by Mary Quinn-Cooper (Quinn-Cooper, Mary)	
19	<i>Filed & Entered:</i> 07/19/2016	Notice of Address Change
	<i>Docket Text:</i> NOTICE of Change of Address by Andrew L Richardson (Richardson, Andrew)	
20	<i>Filed & Entered:</i> 07/19/2016	Notice of Address Change
	<i>Docket Text:</i> NOTICE of Change of Address by Jason A McVicker (McVicker, Jason)	
21	<i>Filed & Entered:</i> 09/08/2016	Motion for Protective Order
	<i>Terminated:</i> 09/14/2016	
	<i>Docket Text:</i> MOTION for Protective Order <i>Application to Enter Agreed Protective Order</i> by General Motors LLC. (McVicker, Jason)	
22	<i>Filed & Entered:</i> 09/14/2016	Order on Motion for Protective Order
	<i>Docket Text:</i> AGREED PROTECTIVE ORDER, granting [21] Application for Agreed Protective Order. Signed by Honorable Robin J. Cauthron on 9/14/16. (lg)	
23	<i>Filed & Entered:</i> 11/30/2016	Motion for Order
	<i>Terminated:</i> 12/12/2016	
	<i>Docket Text:</i> MOTION for Order <i>Granting Plaintiffs' Motion for Settlement Conference</i> by All Plaintiffs. (Lowe, James)	
24	<i>Filed & Entered:</i> 12/01/2016	Order for Response
	<i>Docket Text:</i> ORDER for Response, re [23] Plaintiffs' Motion for Settlement Conference filed by Karen Tipton, [REDACTED]. Signed by Honorable Robin J. Cauthron on 12/1/16. (lg)	
25	<i>Filed & Entered:</i> 12/09/2016	Response to Motion
	<i>Docket Text:</i> RESPONSE to Motion re [23] MOTION for Order <i>Granting Plaintiffs' Motion for Settlement</i>	

	Conference filed by General Motors LLC (Richardson, Andrew)	
26	Filed & Entered	12/12/2016
	Order on Motion for Order	
	Docket Text ORDER granting [23] Plaintiffs' Motion for Settlement Conference Signed by Honorable Robin J. Cauthron on 12/12/16. (lg)	
27	Filed & Entered:	12/16/2016
	Order Setting Settlement Conference	
	Docket Text: ORDER SETTING SETTLEMENT CONFERENCE -- Settlement Conference set for 2/23/2017 01 30 PM in Chambers before Magistrate Judge Shon T Erwin Each party is required to submit a settlement conference statement, together with a cover sheet no later than NOON, Monday, February 20, 2017 See order as more fully set out Signed by Magistrate Judge Shon T Erwin on 12/16/2016 (mc)	
28	Filed & Entered	01/12/2017
	Terminated:	01/26/2017
	Docket Text: JOINT MOTION for Extension of Time <i>Joint Motion to Extend Deadlines</i> by All Plaintiffs. (Lowe, James)	
29	Filed & Entered	01/26/2017
	Order	
	Docket Text ORDER granting [28] JOINT MOTION to Extend Deadlines filed by Karen Tipton, Mary Brazier. Signed by Honorable Robin J. Cauthron on 1/26/17. (lg)	
30	Filed & Entered:	02/24/2017
	Settlement Conference	
	Docket Text: MINUTE ENTRY -- for proceedings held before Magistrate Judge Shon T. Erwin: Settlement Conference held on 2/24/2017 See order as more fully set out (mc)	
31	Filed & Entered	03/15/2017
	Administrative Closing Order	
	Docket Text ADMINISTRATIVE CLOSING ORDER Signed by Honorable Robin J Cauthron on 3/15/17 (lg)	
32	Filed & Entered:	03/28/2017
	Order Setting Hearing on Motion	
	Docket Text: ORDER -- The parties are advised that a friendly suit hearing is set for Thursday, April 6, 2017 beginning at 1 30pm in the chambers of Magistrate Judge Shon T Erwin Signed by Magistrate Judge Shon T. Erwin on 3/28/17. (mc)	
33	Filed & Entered:	03/28/2017
	Entry of Appearance	
	Docket Text: ENTRY of Appearance by Daniel N Aizenman on behalf of General Motors LLC (Aizenman, Daniel)	
34	Filed & Entered	04/04/2017
	Order	
	Docket Text ORDER The parties are advised that a friendly suit hearing is set for Thursday, April 6, 2017 beginning at 1:30pm in COURTROOM 401, United States Courthouse, 200 N.W. 4th Street, Oklahoma City, Oklahoma before Magistrate Judge Shon T Erwin Signed by Magistrate Judge Shon T Erwin on 4/4/2017. (mc)	
35	Filed & Entered:	04/05/2017
	Terminated	04/13/2017
	Docket Text JOINT MOTION for Order <i>Approving Settlement Involving Minor</i> by General Motors LLC (Aizenman, Daniel)	
36	Filed:	04/06/2017
	Entered	04/07/2017
	Sealed Document	
	Docket Text SEALED EX 1(Complete Release, Indemnity, and Settlement Agreement) submitted and accepted into evidence from the Friendly Suit hearing held on 4/6/2017. Courtroom minute to follow. (cps)	
37	Filed:	04/06/2017
	Entered	04/07/2017
	Other Hearing	
	Docket Text SEALED Minute Entry for proceedings held before Magistrate Judge Shon T Erwin Friendly Suit Hearing held on 4/6/2017, (Continued Friendly Suit Hearing set for 4/11/2017 02:30 PM in Courtroom	

	401 Magistrate Judge Shon T Erwin) Ex 1 to this Minute is document [36]		
38	<i>Filed & Entered</i> <i>Terminated:</i>	04/10/2017 04/13/2017	Sealed Motion
	<i>Docket Text:</i> SEALED MOTION by General Motors LLC Re: [35] JOINT MOTION for Order <i>Approving Settlement Involving Minor</i> (Aizenman, Daniel)		
39	<i>Filed & Entered</i>	04/11/2017	Other Hearing
	<i>Docket Text</i> Minute Entry for proceedings held before Magistrate Judge Shon T Erwin Continued Friendly Suit Hearing held on 4/11/2017. (cps)		
40	<i>Filed & Entered:</i>	04/13/2017	Sealed and/or Ex Parte Order
	<i>Docket Text:</i> (Document Restricted) Sealed Order approving Settlement Involving Minor, granting [35][38] Joint Motion for Court Order Approving Settlement Involving Minor Ordered by Honorable Robin J Cauthron on 4/13/2017 (lg)		

PACER Service Center			
Transaction Receipt			
09/04/2020 12:00:40			
PACER Login:	9hockeymom	Client Code:	
Description:	History/Documents	Search Criteria:	
Billable Pages	3	Cost:	0.30