

PE04-039

CHRYSLER

6-22-2004

ENCLOSURE 4

CLAIMS

Lawsuit files

laws of the state of Delaware, fully registered and authorized to do business in Texas and doing business in Texas for the purpose of accumulating monetary profits therein. It is hereby requested that this defendant be served with process by serving its registered agent for service: CT Corporation System, 350 N. St. Paul, Dallas, Texas 75201.

Defendant, DAIMLERCHRYSLER MOTORS CORPORATION, f/k/a Chrysler Motors Corporation (hereinafter referred to as DAIMLERCHRYSLER) is a corporation organized and existing under the laws of the state of Delaware, fully registered and authorized to do business in Texas and doing business in Texas for the purpose of accumulating monetary profits therein. It is hereby requested that this defendant be served with process by serving its registered agent for service: CT Corporation System, 350 N. St. Paul, Dallas, Texas 75201.

Defendant, WYATT ARP CHRYSLER DODGE, INC., f/k/a Wyatt Arp Seguin Chrysler-Plymouth Dodge, Inc., (hereinafter referred to as Wyatt Arp) is a corporation organized and existing under the laws of the state of Texas, fully registered and authorized to do business in Texas and doing business in Texas for the purpose of accumulating monetary profits therein. It is hereby requested that this defendant be served with process by serving its registered agent for service: Stephen A. Bohmler, 1550 W. Kingsbury Street, Seguin, Texas 78155.

III.

Venue is proper in Wharton County, Texas pursuant to the various provisions of the Civil Practice and Remedies Code because all or part of the cause of action accrued in Wharton County, Texas.

IV.

It has become necessary to bring this cause of action because of damages sustained by Plaintiffs on or about May 6, 2003 in Wharton County, Texas in which [REDACTED] received

serious personal injuries. On the occasion in question, [REDACTED] was operating his 2002 Dodge Ram 2500 in Wharton County, Texas. After driving through a gate on his property, [REDACTED] placed the pickup in park and got out to close the gate, at which time the pickup slipped into reverse and began backing up without warning. The pickup struck [REDACTED] and drug him some distance before hitting a fence post and coming to a stop. As a result of this incident, [REDACTED] suffered severe and permanent injuries for which Plaintiffs now sue.

V.

[REDACTED] injuries and the injuries and damages claimed by Plaintiff were caused by defects in the 2002 Dodge ram 2500 which [REDACTED] was driving. The 2002 Dodge Ram 2500 in question was designed, manufactured, sold, distributed, marketed and/or otherwise placed into the stream of commerce by Defendants DAIMLERCHRYSLER, and Wyatt Arp. Because of the defects inherent in such vehicles, which rendered them unreasonably dangerous, [REDACTED] sustained serious personal injuries. Such defects include, but are not limited to, the fact that the transmission gear shift was designed and marketed in such a way as to render it unreasonably dangerous. In this connection, Plaintiffs would show that the vehicle in question was defective because defendants failed to adequately warn of the dangers the transmission gear shift system posed and because the transmission gear shift system would shift from park to reverse without warning. Such defects were a producing cause of the injuries to [REDACTED] and, accordingly, defendants are liable to Plaintiffs under the doctrine known as strict liability in tort.

VI.

Further, the damages to Plaintiffs were proximately caused by the negligence of the Defendants, in one or more of the following particulars:

- (1) Failure to properly design, manufacture, inspect, maintain and/or repair the vehicle

- prior to dispersing into the stream of commerce;
- (2) Failure to adequately warn plaintiffs of the dangerous condition of the vehicle;
 - (3) Failure to provide and implement appropriate safety rules, procedures and regulations prior to dispersing vehicles into the stream of commerce;
 - (4) In designing and/or using a transmission gear shift system that shift from park to reverse without warning;
 - (5) In designing and/or using a transmission gear shift system wherein the transmission would shift from park to reverse on its own; and
 - (6) Such other and further acts and omissions of negligence as may be shown by the evidence at the trial of this cause.

Each of the foregoing negligent acts and omissions, whether taken singularly or in combination, was a direct and proximate cause of Plaintiffs' damages which are hereafter described.

VII.

Plaintiffs assert an additional cause of action against the Defendants pursuant to the Texas Business & Commerce Code because of said Defendants' breach of the implied warranty of merchantability under 2.134 of the Texas Business and Commerce code and because of Defendants' breach of the implied warranty of fitness for a particular purpose under 2.135 of the Texas Business and Commerce code. Further, said Defendants breached express warranties, which is also prohibited under the Texas Business and Commerce code. Plaintiffs have been adversely affected by the failure of Defendants to comply with such warranties, express and implied. Plaintiffs therefore maintain a cause of action pursuant to Sections 2.134 and 2.135 of the Texas Business and Commerce code.

VIII.

Additionally, the above described conduct of defendants herein amounted to more than momentary thoughtlessness, inadvertence, or error of judgement. Instead, such conduct evidences such an entire want of care as to establish defendants' actual conscious indifference, singularly and

X.

Plaintiff [REDACTED] is [REDACTED] wife. She is seeking the following damages that were sustained in the past and that in reasonable probability will be sustained in the future and which were a direct and proximate result of the occurrence in question:

- a. Loss of household services, including the performance of household and domestic duties by [REDACTED]; and
- b. Loss of consortium, including the loss of affection, solace, comfort, companionship, society, assistance, sexual relations, emotional support, love, and felicity necessary to a successful marriage.

XI.

Plaintiffs [REDACTED] and [REDACTED] are the children of Plaintiffs [REDACTED] and [REDACTED]. [REDACTED] and [REDACTED] as next friends for [REDACTED] and [REDACTED] seek the following damages for [REDACTED] and [REDACTED] which were a direct and proximate result of occurrence in question, including loss of parental consortium that they have suffered in the past and that they in reasonable probability will suffer in the future.

XII.

Plaintiffs' damages herein will be determined by the sound discretion of the Jury in this matter and are within the jurisdictional limits of this Court.

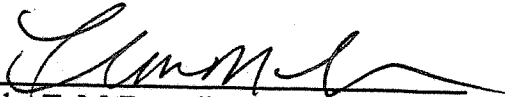
WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that the Defendants, be cited to appear and answer herein, that upon final trial of this cause, Plaintiffs recover:

- (1) Judgment against Defendants for Plaintiffs' damages as set forth above, in an amount that is within the jurisdictional limits of this Court and pre-judgment interest at the lawful rate;
- (2) Post-judgment interest at the legal rate from the date of judgment until paid;
- (3) Costs of this suit; and

(4) Such other and further relief to which Plaintiffs may show themselves justly entitled at law or in equity.

Respectfully submitted,

MCDOWELL COLLMER, L.L.P.

By 

John T. McDowell

State Bar No. 13570850

Leland M. Irwin

State Bar No. 00790945

1301 McKinney, Suite 3700

Houston, Texas 77010-3089

(713) 655-7868 - fax

(713) 655-9595 - phone

ATTORNEYS FOR PLAINTIFFS

PE04-039

CHRYSLER

6-22-2004

ENCLOSURE 4

CLAIMS

Lawsuit files

CAUSE NO. 40458

FILED
CHARLOTTE BARR, DISTRICT
CLERK, HILL COUNTY, TX
2003 JUL 23 A 9:42

████████████████████	§	IN THE DISTRICT COURT
and		
████████████████████	§	
Plaintiffs	§	
vs	§	HILL COUNTY, TEXAS
DAIMLERCHRYSLER CORPORATION,	§	
Defendant	§	66 TH JUDICIAL DISTRICT

TO THE HONORABLE JUDGE OF SAID COURT:

PLAINTIFFS' ORIGINAL PETITION

COME NOW, Plaintiffs, ██████████ and ██████████ and file their Original Petition, suing DAIMLERCHRYSLER CORPORATION, Defendant.

1. Pursuant to Tex. R. of Civ. Proc., Rule 190.1 and 190.3 this is a Level 2 discovery suit.

JURISDICTION, VENUE, AND PARTIES

2. Plaintiffs ██████████ and ██████████ are resident citizens of Hill County, Texas.

3. Defendant DAIMLERCHRYSLER CORPORATION is a foreign corporation (hereinafter "Chrysler") engaged in the manufacture and sale of motor vehicles. It sells its vehicles to various franchisee dealers of said vehicles in the State of Texas for distribution and sale to the general public as ultimate consumers. It is licensed to do business in the State of Texas and may be served with citation by serving its registered agent, C.T. Corporation, 350 N. St. Paul St., Dallas, Texas. This

4. The claims asserted herein are within the jurisdictional limits of this Court and are in excess of the minimum jurisdictional limits of this Court.

5. The incident giving rise to this cause of action occurred in Hill County, Texas.

STATEMENT OF FACTS

7. On or about October 1, 2002, Plaintiffs purchased, from Longhorn Dodge, Inc. in Fort Worth, Texas, a 2002 Dodge Ram pickup truck, Model R2500, HO Turbo Diesel, VIN 3D7KA286736 [REDACTED] manufactured by Defendant in July, 2002, for use as a personal vehicle for themselves. A copy of the contract is attached as Exhibit A. On November 27, 2002, while [REDACTED] was operating the truck, to wit, having parked the truck at the parking lot of an auto parts store in Whitney, Hill County, Texas, the truck, suddenly and without warning, while in the parked position, with engine running, began accelerating in the reverse position. [REDACTED] was a passenger in the truck as it headed toward the street. The truck collided with a 2002 Ford F350 pickup truck and a 36 foot 1994 Knoble Esquire Fifth Wheel Trailer being towed by the pickup, both vehicles being owned by [REDACTED] of Red Oak, Texas, who was lawfully proceeding down the road when the Plaintiffs' truck hit both vehicles. Plaintiffs' Dodge truck was damaged in the amount of \$6,058.74. The Ford truck was damaged in the amount of \$3,578.89. In addition, [REDACTED] was damaged in the amount of \$690.62 rental charges for a car while his truck was being repaired. The Fifth Wheel Trailer was totaled with the amount of loss being \$30,112.38. In addition, [REDACTED] had equipment and supplies in the travel trailer which were destroyed in the collision, all of the value of \$148.63.

8. [REDACTED] sustained injuries including bruised ribs and strained muscles. She received chiropractic therapy, costing her \$210.00

9. Plaintiffs show that the cause of the truck going into reverse was a design and/or manufacturing defect by Chrysler which posed an unreasonable risk of harm to operators and

passengers of the truck. A defective gear shift selector was determined to be the cause of the accident because of defective design and/or manufacture.

FIRST CAUSE OF ACTION

Strict Liability for Design, Manufacture and/or Marketing of a Defective Product

10. Plaintiffs adopt and reallege all paragraphs set forth above as if set forth herein verbatim.

11. The Dodge truck, specifically, its gear shift selector, was defective in manufacture, as shown in allegations above.

12. The Dodge truck was defectively marketed because Defendant Chrysler failed to warn Plaintiffs, and other similarly situated consumers, of the hazards associated with the gear shift selector "jumping" from "Park" into "Reverse", suddenly and without warning, even though the gear selector was properly placed in "Park".

13. The defective design, manufacture and/or marketing of the truck, separately or in combination, was a producing cause of Plaintiffs' damages.

14. The injuries and damages of Plaintiffs set forth in this Petition were caused by the defective condition of the gear shift selector which was not reasonably safe for its intended use and therefore unreasonably dangerous to users and consumers in general, and Plaintiffs, in particular, which defective condition existed at the time that Defendant Chrysler manufactured and distributed this product in the stream of commerce, thereby imposing strict liability under Texas law based upon the following:

- a. That Chrysler distributed the truck in the regular course of its business and that the truck was expected to, and did reach, Plaintiffs without substantial change in its condition.
- b. That Chrysler knew that the truck would be used without inspection for defects in the gear shift selector, and by placing it in the stream of commerce, represented that it would

safely perform as intended;

- c. That said truck was unsafe for its intended use by reason of the defects in design, manufacturing and/or marketing;
- d. That at the time the aforesaid truck was manufactured and distributed, it was, in fact, defective and not fit for the normal and intended use to which it was thereafter subjected;
- e. The effect of the defective condition of the truck was such as to expose Plaintiffs to the type of harm and damages which occurred;
- f. That Plaintiffs were unaware of the defects in the truck which made it unsafe for its intended use.

15. Defendant Chrysler violated its duties imposed under the doctrine of strict liability and tort, in placing upon the market a truck in a defective condition which was not reasonably safe for its intended use, such acts being a producing cause of the damages sustained by Plaintiffs. Moreover, there was a reasonably safer and economical alternative to the design of the shifter as finally incorporated into the truck.

SECOND CAUSE OF ACTION

Negligence by Defendant

16. Plaintiffs adopt and reallege paragraphs 1-15 as if set forth verbatim in this cause of action.

17. The accident occurred as a direct and proximate result of negligence on the part of Defendant Chrysler.

18. Negligence by the Defendant:

Chrysler was negligent in one or more of the following respects:

- a.. Manufacturing and distributing the truck in a defective and unsafe condition;
- b. Failing to properly and reasonably manufacture and distribute Dodge trucks which would be reasonably safe for use by consumers;

- c. Manufacturing and distributing Dodge trucks without incorporating therein the state of the industry and the state of the art in the science and engineering for protection from sudden reverse acceleration.
- d. In failing to provide adequate warnings about the risk of malfunction of the gear shift selector which could cause a sudden reverse acceleration.
- e. In failing to apply and provide adequate safety technology to reduce the risk of malfunction.

19. The truck in issue was introduced into the stream of commerce in the State of Texas. Plaintiffs allege that Defendant defectively designed, manufactured, and/or marketed said truck in numerous respects; all of the acts and omissions on the part of the Defendant were a producing cause of Plaintiffs' damages and losses. Accordingly, Defendant is liable under the Doctrine of Strict Liability to Plaintiffs in damages for such losses as alleged herein.

THIRD CAUSE OF ACTION

Breach of Express and Implied Warranties

20. Plaintiffs adopt and reallege all paragraphs set forth above as if set forth herein verbatim.

21. At all times relevant hereto Defendant Chrysler was a merchant, seller, and supplier engaged in distributing Dodge trucks and knew that this product would be sold to various retailers and consumers, would be used by those consumers, and would be capable of injuring those consumers and users if defective, unmarketable, or not fit for its ordinary and intended purposes.

22. The Dodge truck was expressly and/or impliedly warranted by Chrysler to be marketable, merchantable, fit for the ordinary purpose for which it was intended to be used and that it was made in a good and workmanlike manner.

23. The aforesaid representations by Defendant Chrysler constituted express and/or implied warranties that the truck was safe and dependable, which warranties became a part of the basis of

the bargain and were relied upon by purchasers of these trucks; those warranties were breached by reason of Chrysler's failure to properly design and manufacture the product.

24. Defendant Chrysler, by putting the aforesaid defective and unreasonably dangerous truck on the market, breached the implied warranties of merchantability and fitness for its intended purpose.

25. Chrysler further warranted that if any item was defective, within the first 36 months or 36,000 miles of first operation, Defendant would cover the costs of all parts and labor needed to repair the defective item and that Plaintiffs would pay nothing. Further, Defendant required Plaintiffs to have all warranty work performed at a Dodge dealer. After the accident, Arthur Barnett took the truck to Longhorn Dodge in Fort Worth, Texas, and met with Defendant's service representative in the Dallas, Texas area who would not agree to repairing the vehicle under Defendant's warranty. At that time, the truck had approximately 7,000 miles on it, Defendant having put the truck into operation about eight weeks prior to the accident.

26. The occurrence which is the subject of this Petition, and the resulting injuries and damages to Plaintiffs and the third party, were directly and proximately caused by Defendant's breach of warranties with respect to the design, manufacture, and sale of the defective and unreasonably dangerous truck as follows:

- a. Breach of express warranties pursuant to Texas Business & Commerce Code § 2.313;
- b. Breach of implied warranties of merchantability pursuant to Texas Business & Commerce Code § 2.314;
- c. Breach of implied warranties of fitness for its intended use pursuant to Texas Business & Commerce Code § 2.315.

27. By virtue of the express warranty Chrysler had given to them, Plaintiffs were entitled to believe and rely upon Chrysler's warranty representations that they had purchased a vehicle which

would be safe and made in accordance with good and workmanlike standards and that Defendant Chrysler, in accordance with its express warranty, through its authorized dealer, would repair the truck after the accident which was caused by non-conformities. Plaintiffs thus show and will demonstrate that Defendant violated §17.50(a)(2), Business and Commerce Code (Deceptive Trade Practices-Consumer Protection Act)..

27. The description of the vehicle which was given by Chrysler was made a part of the basis of the bargain, thus creating an express warranty that the vehicle would conform to the description given. There was to be no defect in material and workmanship, although there obviously was, yet said Defendant Chrysler was unable or unwilling to repair, or authorize repair of, the vehicle to allow it to conform to the representations made and the warranties given by said Defendant.

FOURTH CAUSE OF ACTION

Breach of Contract by Defendant

28. Defendant breached the express and implied contracts with Plaintiffs by delivering and selling to them a motor vehicle which did not conform to the terms and conditions of the purchase order between the parties in that said Defendant delivered and sold to Plaintiffs an inferior, defective, and non-conforming product under the contract to Plaintiffs' damage.

FIFTH CAUSE OF ACTION

Deceptive Trade Practices-Consumer Protection Act

29. Plaintiffs adopt and reallege all paragraphs set forth above as if set forth herein.

30. At all times relevant to this suit, Chrysler engaged in "trade" and "commerce" as those terms are defined in Section 17.45(b) of the Texas Business and Commerce Code. Defendant was

a supplier of good or services and Plaintiffs were consumers who sought or acquired by purchase or use, goods or services, viz., the truck herein described.

(a) "Laundry List" Violations

31. Additionally, at all times relevant, by virtue of its conduct, Chrysler also committed acts and/or engaged in practices, each of which singularly, or in combination with others, constituted violations of Section 17.46(b), DTPA:

(a) Chrysler represented, by implication, that the goods introduced into the construction of the truck, i.e., the gear shift selector, and attached components, had characteristics, benefits and qualities which they did not have, viz., that they did not serve the purpose for which intended, to keep the truck in the "Park" position without the components of the device allowing the gear to suddenly, and without warning, shift into "Reverse" without causing damage to the truck or to collateral property.

(b) Chrysler represented that the truck was of a particular standard, quality or grade, when, in fact, it was not of good quality as manifested by the gear shift selector allowing the truck to suddenly accelerate in reverse without warning.

(c) Represented that the contract and warranties conferred or involved rights, remedies, or obligations which the contract and warranties did not have or involve.

32. All representations were relied upon by Plaintiffs to their detriment.

33. Defendant violated various state and/or federal rules, regulations, and statutes designed to protect consumers, such as the Consumers Protection Act, 15 U.S.C. 2051 *et seq.* and the Consumer Warranty Protection Act, 15 U.S.C. 2301 *et seq.*, and the DTPA, as herein alleged.

34. Each of the unlawful acts and practices and/or the breaches of warranties and/or

unconscionable actions described above was a producing cause of damages to Plaintiffs which include the damages as outlined above.

35. Plaintiffs show that this cause should be abated for 60 days pursuant to Section 17.505, Bus. & Com. Code (DTPA). Written notice to Defendant pursuant to the DTPA is attached hereto as Exhibit B.

DAMAGES

36. As a producing and direct and proximate result of the conduct of Defendant, as set forth above, Plaintiffs have suffered damages to their personal property and Plaintiff Martha Barrett suffered bruises and strains to her body.

37. As a producing and direct and proximate result of the conduct of Defendant, as set forth above, Plaintiffs have suffered annoyance and inconvenience from the loss of use of their personal property.

38. Additionally, pursuant to Section 17.50(d) of the DTPA, Defendant is liable to Plaintiffs for reasonable attorney's fees in relation to the amount of work necessarily expended in the prosecution of this action, including (1) preparation and trial of this lawsuit; (2) post-trial pre-appeal legal services; (3) an appeal to the court of appeals; (4) making and responding to an application for writ of certiorari to the Supreme Court of the United States; (5) an appeal to the Supreme Court in the event application for writ of certiorari is granted; and post-judgment discovery and collection in the event execution on the judgment is necessary.

FOR THE COURT ONLY:

39. This suit is brought by Texas Farm Bureau Insurance Company for its benefit as a real party in interest, as insurer of the named Plaintiffs and as the carrier subrogated to Plaintiffs' causes of

action by reason of the insurer's payment to Plaintiffs above their deductible incurred by them. Any judgment rendered in this cause is for the benefit of the insurer above the amount of Plaintiffs' deductible amount of \$500.00, up to and including the amount to which it is subrogated by reason of payment to its insured, and medical expenses sustained and pain and suffering experienced by Plaintiff [REDACTED] with the remainder of any judgment amount being rendered for economic damages and/or mental anguish being for the benefit of Plaintiffs individually.

PRAYER

WHEREFORE, Plaintiffs pray that they be awarded:

- A. Compensatory damages, in the amount of Forty Thousand and Five Hundred and Eighty-Nine Dollars and Twenty-Six Cents (\$40,589.26) for their economic and collateral losses;
- B. Two Hundred and Ten Dollars (\$210.00) for Plaintiff [REDACTED]'s medical expenses and an additional amount as determined by the jury for her pain and suffering.
- C. Plaintiffs seek no more than \$49,999.99, including attorneys' fees, but exclusive of interest and costs for their total recovery herein.
- D. Prejudgment interest as provided by law;
- E. Post-judgment interest as provided by law;
- F. Costs of suit and attorney's fees.
- G. Such other and further relief to which Plaintiffs may be justly entitled.

PLAINTIFF DEMANDS TRIAL BY JURY.

Respectfully submitted,


ROBERT L. MCHANAY, JR.

SBOT No. 13670200
LAW OFFICES OF ROBERT L. MCHANEY, JR.
P.O. Box 20756.
Waco, TX 76702-0756
(254) 420-1453
(254) 666-0903 (FAX)

OFFICE ADDRESS:

400 N. HEWITT DRIVE
HEWITT, TX 76443



4500 S. Freeway

FORT WORTH, TEXAS 76115

817-926-2681

Metro 817-429-0121

BUYER'S E-MAIL ADDRESS

REPEAT CUSTOMER NEW CUSTOMER

BUYER'S NAME [REDACTED] Center 817-921-1550 Crowley Lot 817-297-3004

SOURCE 371756 INVOICE

ADDRESS [REDACTED] LAGUNA PARK, TX [REDACTED] DATE 01 OCT 02

I (we) hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side hereof, the following NEW USED DEMO VEHICLE

YEAR	MAKE	MODEL	CYL	BODY	COLOR	SERIAL NUMBER	LICENSE NO.	STOCK NO.
03	DODGE	RAM 2500	6	PK	BT SILV	[REDACTED]		372008
BASE INVESTMENT		32300.32		TOTAL FORWARD		32300.32		
ACCESSORIES				Cash Down Payment		6000.00		
SEE ATTACHED DISCLOSURE		REBATE		Trade-in Allowance		500.00		
NOTICE IF APPLICABLE:				Less Pay-off		N/A		
				Net Equity		500.00		
				Equity Plus Cash Down		8500.00		
				UNPAID BAL. OF CASH PRICE		23800.32		
				Taxes Not Included in Cash Price		1987.52		
				License \$ 21.50 St. Insp. \$ 21.75 Title \$ 13.00		194.55		
				Documentary Fee \$50.00 Deputy Fee \$5.00		55.00		
				Dealer's Vehicle Inventory Tax		83.25		
				Total Tax, License and Title Fees & Deputy Fee		2230.32		
MILEAGE 47				UNPAID CASH BALANCE		25030.64		
DEALER INSTALLED				Cost of Physical Damage Ins.		1100.00		
				Cost of Credit Life Ins. Not Required		N/A		
DEALER INSTALLED:				Cost of Accident & Health Ins. Not Required		N/A		
TOTAL FORWARD		32300.32		UNPAID BALANCE AMOUNT FINANCED		27130.64		
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.				FINANCE CHARGE		5812.96		
JN HONORARIO DE DOCUMENTACION NO ES UN HONORARIO OFICIAL. UN HONORARIO DE DOCUMENTACION NO ES REQUERIDO POR LA LEY, PERO PUEDE SER CARGADO AL COMPRADOR COMO GASTOS DE MANEJO DE DOCUMENTOS Y PARA REALIZAR SERVICIOS RELACIONADOS CON EL CIERRE DE UNA VENTA. UN HONORARIO DE DOCUMENTACION NO PUEDE EXCEDER \$50 PARA UN CONTRATO DEL VEHICULO DE MOTOR Y UNA CANTIDAD RAZONABLE DETERMINADA POR LOS PARTIDOS PARA UN CONTRATO DEL VEHICULO COMERCIAL DE 19,000 LIBRAS O MAS. ESTA NOTIFICACION ES REQUERIDA POR LA LEY.				TOTAL OF PAYMENTS		32943.60		
				DEFERRED PAYMENT PRICE		41443.60		
				ANNUAL PERCENTAGE RATE		6.59 %		

Any warranties on the products sold hereby are those made by the manufacturer. The Seller, Longhorn Dodge, Inc., hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Longhorn Dodge, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

IF A CREDIT SALE Full disclosure required by the Federal Consumer Protection Act will be made prior to consummation of a credit transaction by Buyer's signature to an Installment Sale Contract.

DESCRIPTION OF TRADE-IN

BUYER IS NOT REQUIRED TO OBTAIN CREDIT LIFE INSURANCE COVERAGE

Tr. Make _____ Type _____
 Engine _____ License _____
 Number _____ Number _____
 Cash Value _____ (Plus OA) _____
 Pay Off _____ to _____
 Insured with _____ (To _____)
 Home Reading _____ Signature _____

Lien To _____
 Add. _____ TX _____
 Date 10/01/02 Amt. 27130.64
 In 72 Installments of 457.55
 Draft Thru _____
 First Payment Date 11/05/02

I certify that the used motor vehicle I am trading in is my property, free from all encumbrances whatsoever except as specified above, and that I have not received from the Texas Department of Public Safety any notice of suspension of, or intention to suspend, either my operator's license or registration of said motor vehicle.

NO BODILY DAMAGE OR PROPERTY INSURANCE INCLUDED IN THIS PURCHASE

USED VEHICLE: "The information you see on the (Federal Trade Commission) window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale." This Buyer's Order Agreement affecting the vehicle is not valid until signed by the Dealer or his Sales Manager; and comprises the entire agreement, otherwise, not contained herein, shall be binding or recognized.

Buyer's Signature _____ Order Number _____ Proposed by (Salesman) _____ Accepted by CARRILLO, JOE G. the Dealer

NOTICE TO THE BUYER. Do not sign this order before you read it or if it contains any blank spaces. You are entitled to an exact copy of the order you sign. BUYER ACKNOWLEDGES he has read and received a complete copy of this order comprising the entire agreement affecting this purchase, and that this order is subject to Buyer's unsatisfactory credit rating. BUYER CERTIFIES he is 18 years of age or older, and no credit has been...

ROBERT L. McHANEY, JR.

Attorney at Law
P.O. Box 20756
Waco, Texas 76702-0756

Telephone: (254) 420-1453
Facsimile: (254) 666-0903

Physical Address:
400 N. Hewitt Drive
Hewitt, Texas 76643

July 22, 2003

C.T. Corporation
350 N. St. Paul St.
Dallas, Texas
Registered Agent for DaimlerChrysler Motors Corporation

Re: 2002 Dodge Ram pickup truck, Model R2500,
HO Turbo Diesel, VIN 3D7KA28673 [REDACTED]
Deceptive Trade Practices- Consumer Protection
Act claim: [REDACTED] and [REDACTED]

On behalf of [REDACTED] and [REDACTED] of Laguna Park, Texas, I am giving notice under the Texas Deceptive Trade Practices-Consumer Protection Act [DTPA] for property damage caused to the 2002 Dodge truck referenced above which shifted from "Park" to "Reverse", causing the truck to accelerate in reverse, colliding with a Ford truck and Fifth Wheel RV trailer traveling along the highway next to the business where [REDACTED] had parked the truck. In addition, [REDACTED] received injuries as a result of the collision.

The basis for this notice and demand set forth below is that the truck while in idle, suddenly, and without warning, shifted from "Park" into "Reverse" on November 27, 2002 in Hill County, Texas. The truck accelerated in reverse and hit the vehicles above mentioned. The truck had been purchased as a new and unused vehicle through a DaimlerChrysler Motors Corporation [hereinafter "Dodge"] dealership, Longhorn Dodge, Inc. , in Fort Worth, Texas on October 1, 2002, and had approximately 7,000 miles at the time of the incident.

The bases for this deceptive trade practices demand are:

(a) Chrysler represented, by implication, that the goods introduced into the construction of the truck, i.e., the gear shift selector, and attached components, had characteristics, benefits and qualities which they did not have, viz., that they did not serve the purpose for which intended, to keep the truck in the "Park" position without the components of the device allowing the gear to suddenly, and without warning, shift into "Reverse" without causing damage to the truck or to collateral property.

EXHIBIT B

(b) Chrysler represented that the truck was of a particular standard, quality or grade, when, in fact, it was not of good quality as manifested by the gear shift selector allowing the truck to suddenly accelerate in reverse without warning.

(c) Represented that the contract and warranties conferred or involved rights, remedies, or obligations which the contract and warranties did not have or involve.

(4) breach of express and/or implied warranties.

The failure of the gear shift selector was the producing cause of the [REDACTED] truck damages and injuries.

Because Dodge failed to reimburse the [REDACTED] for their losses and denied liability, when [REDACTED] advised a Dodge representative at the above named dealership a few days after the accident, they now make demand for payment of \$40,589.26 and \$210.00 medical expenses. In addition, they demand attorney's fees of \$1,500.00 for time expended up to this point.

This letter is to give Dodge 60 days notice pursuant to the DTPA, §17.505, that it may discharge this total demand of \$42,299.26 within that time. After 60 days from receipt of this letter, the [REDACTED] will file suit, but will not necessarily limit themselves to the DTPA in seeking their relief.

During the intervening time, Dodge's representatives may examine the truck upon their contacting me in order that I may make arrangements for examination and inspection (no destructive testing).

I trust that this matter can be resolved to the satisfaction of Dodge and the [REDACTED]

Very truly yours,

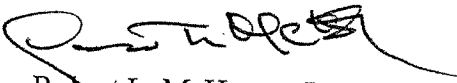

Robert L. McHaney, Jr.

EXHIBIT B

MATTER # 1132050
FILE TYPE Litigation Lawsuit
FILE NAME [REDACTED]
CAIR #
DATE OF INCIDENT 11/27/2002
DATE OF NOTICE 08/04/2003
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x2
VIN 3D7KA28643 [REDACTED]
MILEAGE Unknown
OWNER [REDACTED]
Laguna Park, TX [REDACTED]
COURT 66th Judicial District Court of Hill County, Texas
DOCKET # [REDACTED]
ALLEGED DEFECT Inadvertent move rearward after shift to park
DESCRIPTION Owner [REDACTED] alleges he placed his vehicle in park while at an auto parts store parking lot when, with the engine running, the vehicle allegedly accelerated in the "reverse" position, injuring passenger [REDACTED] when it headed toward the street and collided with [REDACTED]
INJURIES [REDACTED]: Soft Tissue - Neck - head and neck stiffness
[REDACTED]: Soft Tissue - Knee - bilateral knee soreness
[REDACTED]: Abrasions - Rib - bruising of the left rib cage
[REDACTED]: Soft Tissue - Head - head and neck stiffness
[REDACTED]: Other - Muscle - Strained muscles.
FATALITIES
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of eyewitnesses, inspection and evaluation of the accident vehicle and the accident scene, DaimlerChrysler Corporation concludes that the operator exited the vehicle with the shift lever in selected or indicated "reverse" position with the engine running. The vehicle lingered and then began to move rearward, causing some bruising to passenger [REDACTED]

DRAFT

MATTER # 1139832
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 01/26/2004
DATE OF NOTICE 02/18/2004
MODEL/MODEL YEAR 2004 Dodge Ram 2500 SLT Quad Cab 4x2
VIN 3D7KA28C44 [REDACTED]
MILEAGE 1,000
OWNER [REDACTED]
Sonora, TX [REDACTED]
[REDACTED]
[REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Idling vehicle allegedly jumped into reverse and backed over owner
DESCRIPTION Wife of owner described incident in which their vehicle allegedly jumped into "reverse" and ran over the owner. [REDACTED] was unloading feed at their farm and slammed the re [REDACTED] which time the vehicle allegedly reversed and ran him down, pinning him to the barn.
INJURIES [REDACTED] Fractures – Rib - 14 broken ribs
[REDACTED]: Fractures - Arm - broken
[REDACTED]: Other - Lung – collapsed
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including inspection of the accident vehicle and the accident scene, DaimlerChrysler Corporation concludes that the vehicle operates as intended such that if the shift lever is placed in the "park" gate, it will remain there until intentionally removed. DaimlerChrysler Corporation is unable to provide further analysis at this time due to insufficient information.

PE04-039

CHRYSLER

6-22-2004

ENCLOSURE 4

CLAIMS

Lawsuit files

2002-28906

CAUSE NO. _____

[Redacted] Plaintiff,

vs.

DAIMLERCHRYSLER MOTORS CORPORATION, Defendant.

§ IN THE DISTRICT COURT OF
§
§
§
§ HARRIS COUNTY, TEXAS
§
§
§
§ JUDICIAL DISTRICT
§

CLERK OF DISTRICT COURT
HARRIS COUNTY, TEXAS
JUN 22 3:24 PM '02

BY _____ DEPUTY

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW [Redacted] hereinafter "Plaintiff", and files this his Plaintiff's Original Petition complaining of DAIMLERCHRYSLER MOTORS CORPORATION, hereinafter "Defendant", and in support of his cause of action would show the Court the following:

I.
Discovery

Discovery in this cause of action should be conducted in accordance with Discovery Plan Level 2 as set forth in Rule 190.3 of the Texas Rules of Civil Procedure.

II.
Parties

Plaintiff is an individual who resides in Houston, Harris County, Texas.

Defendant is a corporation on which service of process in this cause of action can be effectuated by serving its registered agent, CT Corporation Systems, at 350 North St. Paul Street, Dallas, Dallas County, Texas 75201.

III.
Jurisdiction and Venue

This Court has jurisdiction over this matter due to the fact that the damages claimed exceed the minimal jurisdictional requirements of the Court.

Venue is proper in Harris County, Texas because the Defendant does business in said County and the incident complained of below occurred in Harris County, Texas.

IV.
Facts

On March 23, 2000, Plaintiff purchased a new year 2001 Dodge Ram pickup truck from Greenspoint Dodge of Houston, Inc. The Defendant was, at the time of the occurrence of the incident below, and is now engaged in manufacturing motor vehicles (including the truck which the Plaintiff purchased from Greenspoint Dodge of Houston, Inc.) to be sold to the general public. The Defendant placed the Plaintiff's truck into the stream of commerce by delivering it to Greenspoint Dodge of Houston, Inc., one of its licensed dealers for its sale to anyone.

On June 7, 2000, the Plaintiff drove his truck to the One Twenty Five Cleaners located at Ella Blvd. and FM 1960 in Houston, Texas to drop off some of his dry cleaning. Accompanying the Plaintiff was his four (4) year old grandson, [REDACTED]. Since it was a very hot day, the Plaintiff decided to place the automatic transmission of his truck in the park position and leave the engine (and air conditioning) running while he took his laundry into the dry cleaners. As the Plaintiff was exiting his truck it inexplicably began to roll backwards. The truck rolled backwards approximately fifteen (15) feet as the Plaintiff ran after it. Then the truck abruptly thrust forward toward the Plaintiff knocking him over. The Plaintiff got up immediately and ran to his truck in an attempt to stop it since his grandson was still in it and it was heading without a

driver straight toward the building. Unfortunately, the Plaintiff was unable to stop his truck which drug him as it crashed into a frame shop and came to a stop.

As a result of this incident, the Plaintiff suffered severe bruises and contusions to his elbows. In addition, the rotator cuff of the Plaintiff's right shoulder was torn and had to be surgically repaired.

V. Claims

The Plaintiff suffered significant injuries as a result of this incident and brings this action under the strict products liability attributable to the Defendant. Plaintiff contends that:

- a) the truck manufactured by the Defendant and sold to him was defective because the automatic transmission lever should not be able to shift from the park position by the force of gravity alone;
- b) the truck was purchased by the Plaintiff without there being any substantial change in its condition between the time it was manufactured by the Defendant and purchased by the Plaintiff;
- c) the transmission lever defect described above is by its very nature inherently and unreasonably dangerous to the truck's user and the Defendant knew or should have known that it was unsafe; and
- d) the Plaintiff suffered severe injuries as a direct and proximate cause of the truck's defect as described above.

In addition, the Defendant violated an implied warranty of merchantability under Section 2.314

(a) of the Texas Business and Commerce Code.

Plaintiff contends that the Defendant should have manufactured his truck with a safer alternative design than the one used for the automatic transmission lever in his truck. The safer alternative design would have prevented or significantly reduced the risk of the injuries to the Plaintiff without substantially impairing the product's utility.

Plaintiff cannot more specifically allege the acts of negligent manufacture or design on the part of Defendant because facts in that regard are peculiarly within the knowledge of the Defendant. In the alternative, in the event Plaintiff is unable to prove specific acts of negligent design or manufacture, Plaintiff relies on the doctrine of res ipsa loquitur. In this connection, Plaintiff will show that the character of the occurrence giving rise to this litigation is such that it would not have happened in the absence of negligence, and that the design and manufacture of the truck was within the exclusive control of Defendant at the time the negligence probably occurred. Plaintiff had no means of ascertaining the method or manner in which the product was designed and manufactured, and it came into Plaintiff's possession in the same condition it was in when it was negligent in the design and/or the manufacture of the truck, which negligence was a proximate cause of the injuries and damages sustained by Plaintiff.

VI. Damages

Plaintiff sustained serious personal injuries in the incident described in Paragraph IV above. In particular, the Plaintiff's elbows became very swollen and sore requiring that the fluid in the right elbow be drained several times by a physician. Also, the Plaintiff injured the rotator cuff of his right shoulder which had to be surgically repaired. The Plaintiff continues to have pain and suffering which, in all likelihood, he will have to endure the remainder of his natural life.

VII. Exemplary Damages

Plaintiff also contends that Defendant should be held liable for punitive and exemplary damages pursuant to Section 41.001 et seq. of the Texas Civil Practice and Remedies Code. In particular, the Defendant acted with malice in the design and manufacturing of Plaintiff's truck

as that term is defined in Section 41.001 (7) (B) of said Code. Plaintiff, due to the acts of the Defendant, seeks exemplary damages which should be awarded the Plaintiff so as to discourage the actions of the Defendant as complained of herein.

WHEREFORE, the Plaintiff, [REDACTED] requests that the Defendant, DAIMLERCHRYSLER MOTORS CORPORATION, be cited to appear and answer, and that on final trial, the Plaintiff be awarded a Judgment for the following:

- a) monetary damages for his personal injuries, medical bills, pain and suffering;
- b) pre-judgment interest as provided by law;
- c) exemplary damages in a sum to be determined by a trier of fact;
- d) post-judgment interest as provided by law;
- e) costs of Court; and
- f) such other and further relief to which he may show himself justly entitled to.

Respectfully submitted,

By: Donald D. DeGrasse
Donald D. DeGrasse
State Bar No.: 05641800
3033 Chimney Rock, Suite 600
Houston, Texas 77056
Tel: (713) 840-9111
Fax: (713) 840-7263

ATTORNEY FOR PLAINTIFF

H. D. Lowery
H. D. Lowery

H. D. Lowery
555 Butterfield Suite 231
Houston, Texas 77090

Home Phone 281-580-9335
Cell 281-221-6501
Ranch 979-249-3032

August, 20 2000

RECEIVED

AUG 24 2000

SPECIAL INVESTIGATIONS

DaimlerChrysler Motors Corporation
A. L. Gilbert
P.O. Box 21-8004
Auburn Hills MI USA 48321-8004

Reference No.: 7353400

Vin: 3B7KF23631G [REDACTED]

Dear Sir:

I am in receipt of your letter dated July 5, 2000 that stated that your company decline to participation with *any costs* associated with the malfunction of the parking mechanism on my 2001 Dodge four-wheel drive Pickup.

Engineering Analysis Associate (The Company you employed to examine the defective parking mechanism) examined my Dodge truck and found the parking Mechanism to be defective on June 28, 2000. Mr. Jerry Hancock with Engineering Analysis Associates tested my vehicle, at LaGrange Chrysler, in LaGrange Texas, for about four Hours before he stated that the parking mechanism was defective. Mr. Hancock made the final test as I watched he placed the truck in park Ten (10) times and the parking mechanism failed to lock all ten (10) times. I ask Mr. Hancock for a copy of his report and he gave me one from the LaGrange Chrysler dealer. (See Enclosure)

Mr. Gilbert I would like for you to give some basis for denying my warranty and refusing any cost to repair a defective parking mechanism in my 2001 Dodge Pickup.

In conclusion I aspire to have my truck repaired under warranty, since we have had another instance where it jumped out of park, please reconsider DaimlerChrysler position and repair my truck with out charge.

I am schedule for surgery Friday August 25, 2000. If I can be of further service before or after this date please don't hesitate to call.

Sincerely,



Enclosure:





5981

CUSTOMER NO
15288
LA GRANGE, TX
HOME PHONE

FRANK GOMEZ 106 320 9012
DODGE TRUCK/RAM PICKUP/TRK 4X4 25
831617104

INVOICE NO
06/28/00 CHCS25863
FLAME RED
06/28/00
MO: 8003

LABOR & PARTS
1 21CHZ AUTO TRANSMISSION TECH(S): 154 24.10
CUSTOMER STATES TRANSMISSION WILL NOT STAY IN PARK
REMOVED PAN FOR INSPECTOR TO INSPECT
REINSTALLED AND TOPPED OFF WITH ATF
21-85-02-31 .5
WHEN PUTTING IN PARK FROM ANOTHER GEAR RANGE YOU CAN PUSH SH
IFTER LEVER STRAIGHT DOWN INTO GEAR THIS HAPPENS APPROXIMATELY
EVERY TIME YOU MUST MANUALLY PUT LEVER INTO PARK AND PRESS
FORWARD TO ENGAGE INTO LOCKED PARK

NOTICE PURSUANT TO §70.001,
Texas Property Code
I AM THE PERSON OR AGENT ACTING ON BEHALF OF
THE PERSON WHO IS OBLIGATED TO PAY FOR THE
REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE
REPAIR AGREEMENT I UNDERSTAND THAT THIS
VEHICLE IS SUBJECT TO REPOSSESSION IN
ACCORDANCE WITH §9.503, Texas Business and
Commerce Code IF PAYMENT FOR THE REPAIR OF THE
VEHICLE BY A CHECK, MONEY ORDER OR A CREDIT
CARD TRANSACTION IS STOPPED, DISHONORED
BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR
BECAUSE THE MAKER OR DRAWER OF THE ORDER
ON THE CREDIT CARD HAS DEFERRED HAS NO ACCOUNT ON
THE ACCOUNT UPON WHICH IT IS DRAWN OR THE
CREDIT CARD ACCOUNT HAS BEEN CLOSED

TOTALS
JOB # 1 TOTAL LABOR & PARTS 24.10
TOTAL LABOR 24.10
TOTAL PARTS 0.00
TOTAL SUBLET 0.00
TOTAL G.O.G. 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX 0.00
TOTAL INVOICE \$ 24.10

CUSTOMER SIGNATURE
***** D U M *****

X
SIGNATURE OF PERSON RESPONSIBLE OR
AGENT FOR PERSON RESPONSIBLE FOR PAYMENT

PRINTED SUPPLIES, INC 1310 544-544

July 18, 2000

REP: LAWRENCE

JOSH M ARSHALL

G I D D I N G S , T E X A S

1800 Highway 290 West • P.O. Box 660 • Giddings, Texas 78942 • (979) 542-3118

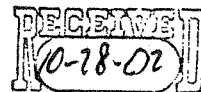
Alex:

As you requested, enclosed are duplicate invoices of the repair orders we discussed concerning [REDACTED] vehicle. If you need anything else, please don't hesitate to ask.

Very Truly Yours,



Rick Mortimer
Service Manager





1800 Highway 290 West
 P.O. Box 660
 GIDDINGS, TEXAS 78942
 Toll Free 888-641-7283

110107	JACKIE JOHNSON	4531	TAG NO 727	09/13/02	01555744
MONEY MOTORS 1704 E. HWY. 71 SUITE B LAGRANGE, TX 78945	LABOR RATE	LIC # 2906JY	MILEAGE 29,838	RED/	STOCK NO
	01/DODGE TRUCK/3/4T RAM PICKUP/QUAD			DELIVERY DATE	DELIVERY MILES
	5 B 7 K F 2 3 6 3 1 G			SELLING DEALER NO	PRODUCTION DATE
RESIDENCE PHONE 979-966-0928	COMMENTS	P O NO	09/13/02		

LABOR & PARTS	DESCRIPTION	TECH(S)	WARRANTY
J# 1 07CVZ	LIGHT LINE MAKES KLUNK NOISE WHEN PUT IN GEAR --- POSS CARRIER BEARING PARTS HERE IN STOCK SEE JOHNNY CENTER BEARING ON DRIVE SHAFT IS BROKEN AT INSULATOR. REPLACE DRIVE SHAFT CENTER BEARING. 2 PIECE SHAFT.	5898	
PARTS-----QTY-----FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	
JOB # 1 1 4773014	BEARING D APPEL		
		JOB # 1 TOTAL PARTS	0.00
		JOB # 1 TOTAL LABOR & PARTS	0.00
J# 2+05CVZ	BRAKES Added Operation (MIKE @ 09/13/2002 08:10) CHECK PARKING BRAKE PEDAL GOES TO FLOOR IMPROPER PARKING BRAKE ADJUSTMENT. ADJUST REAR PARKING BRAKES.	5898	
PARTS-----QTY-----FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	
		JOB # 2 TOTAL PARTS	0.00
		JOB # 2 TOTAL LABOR & PARTS	0.00
COMMENTS	WAIT		
TOTALS			

OUR PARTS AND LABOR ARE GUARANTEED FOR A PERIOD OF 12 MONTHS OR 12,000 MILES UNLESS SPECIFIED OTHERWISE.

TOTAL LABOR.....	0.00
TOTAL PARTS.....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	0.00

WARRANTY CLAIMS ON THIS REPAIR ORDER MAY GENERATE A SURVEY TO BE MAILED TO YOU FROM THE MANUFACTURER. IF FOR ANY REASON YOU CANNOT COMPLETE THIS SURVEY AS "COMPLETELY SATISFIED" PLEASE LET US KNOW. THIS SURVEY IS A REPORT CARD OF OUR PERFORMANCE ON THIS SERVICE VISIT AND WILL REFLECT YOUR LEVEL OF SATISFACTION WITH THE DEALERSHIP'S EFFORTS TO MEET YOUR SERVICE NEEDS.

CUSTOMER SIGNATURE *****
 ***** DUPLICATE INVOICE *****

Not responsible for CB radios, CB antennas, tape decks, tapes or any personal items left in this vehicle.

NOTICE PURSUANT TO §70.001, TEXAS PROPERTY CODE
 I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.503 TEXAS BUSINESS AND COMMERCE CODE. IF A CHECK OR MONEY ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE DRAWER OR MAKER OF THE CHECK OR MONEY ORDER HAS NO ACCOUNT OR THE ACCOUNT ON WHICH IT IS DRAWN HAS BEEN CLOSED.

 SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

WARRANTY STATEMENT
 Any warranties on the products sold hereby are those made by the manufacturer. The Seller, **JOSH MARSHALL CHEVROLET-GIDDINGS, INC.** hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and **JOSH MARSHALL CHEVROLET-GIDDINGS, INC.** neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER No 110107	ADVISOR JACKIE JOHNSON	TAG No. 4531 727	INVOICE DATE 09/13/02	INVOICE No. DTCS55744
MONEY MOTORS 1704 E. HWY. 71 SUITE B LaGRANGE, TX 78945	LABOR RATE	LICENSE No. 7PC-JY	MILEAGE 29,838	COLOR RED/
	YEAR / MAKE / MODEL 01/DODGE TRUCK/3/4T RAM PICKUP/QUAD	DELIVERY DATE	DELIVERY MILES	
	VEHICLE I.D. No. 3 B 7 K F 2 3 6 3 1 G	SELLING DEALER NO.	PRODUCTION DATE	
	F. T. E. No.	P.O. No.	R.O. DATE 09/13/02	
RESIDENCE PHONE	BUSINESS PHONE 979-966-0928	COMMENTS		

LABOR & PARTS-----
J# 1 07CVZ LIGHT LINE TECH(S):5898 WARRANTY
 MAKES KLUNK NOISE WHEN PUT IN GEAR ---POSS CARRIER BEARING.
 PARTS HERE IN STOCK SEE JOHNNY
 CENTER BEARING ON DRIVE SHAFT IS BROKEN AT INSULATOR.
 REPLACE DRIVE SHAFT CENTER BEARING. 2 PIECE SHAFT.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-	
JOB # 1 1 4773014 BEARING D APPEL	
	JOB # 1 TOTAL PARTS 0.00
	JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2+05CVZ BRAKES TECH(S):5898 WARRANTY
 Added Operation (MIKE @ 09/13/2002 08:10)
 CHECK PARKING BRAKE PEDAL GOES TO FLOOR
 IMPROPER PARKING BRAKE ADJUSTMENT.
 ADJUST REAR PARKING BRAKES.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-	
	JOB # 2 TOTAL PARTS 0.00
	JOB # 2 TOTAL LABOR & PARTS 0.00

 COMMENTS-----
 WAIT

TOTALS-----

OUR PARTS AND LABOR ARE GUARANTEED FOR A PERIOD OF 12 MONTHS OR 12,000 MILES UNLESS SPECIFIED OTHERWISE.	TOTAL LABOR.....	0.00
	TOTAL PARTS.....	0.00
	TOTAL SUBLET...	0.00
	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE
 ***** DUPLICATE INVOICE *****

CUSTOMER No 110107	ADVISOR JACKIE JOHNSON	TAG No. 4531 727	INVOICE DATE 09/13/02	INVOICE No DTCS55744
MONEY MOTORS 1704 E. HWY. 71 SUITE B LAGRANGE, TX 78945	LABOR RATE	LICENSE No 7PC-JY	MILEAGE 29,838	COLOR RED/
	YEAR / MAKE / MODEL 01/DODGE TRUCK/3/4T RAM PICKUP/QUAD	DELIVERY DATE		DELIVERY MILES
	VEHICLE I.D. No. 3 B 7 K F 2 3 6 3 1 G	SELLING DEALER NO		PRODUCTION DATE
	F. T. E. No.	P. O.	NO. DATE 09/13/02	
RESIDENCE PHONE	BUSINESS PHONE 979-966-0928	COMMENTS		

LABOR & PARTS-----
J# 1 07CVZ **LIGHT LINE** **TECH(S):5898** **WARRANTY**
 MAKES KLUNK NOISE WHEN PUT IN GEAR ---POSS CARRIER BEARING
 PARTS HERE IN STOCK SEE JOHNNY
 CENTER BEARING ON DRIVE SHAFT IS BROKEN AT INSULATOR.
 REPLACE DRIVE SHAFT CENTER BEARING. 2 PIECE SHAFT.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-	
JOB # 1 1 4773014 BEARING D APPEL	
	JOB # 1 TOTAL PARTS 0.00
	JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2+05CVZ **BRAKES** **TECH(S):5898** **WARRANTY**
 Added Operation (MIKE @ 09/13/2002 08:10)
 CHECK PARKING BRAKE PEDAL GOES TO FLOOR
 IMPROPER PARKING BRAKE ADJUSTMENT.
 ADJUST REAR PARKING BRAKES.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-	
	JOB # 2 TOTAL PARTS 0.00
	JOB # 2 TOTAL LABOR & PARTS 0.00

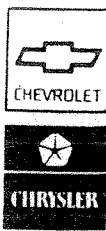
 COMMENTS-----
 WAIT

TOTALS-----

OUR PARTS AND LABOR ARE GUARANTEED FOR A PERIOD OF 12 MONTHS OR 12,000 MILES UNLESS SPECIFIED OTHERWISE.	TOTAL LABOR....	0.00
	TOTAL PARTS....	0.00
	TOTAL SUBLET....	0.00
	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

 WARRANTY CLAIMS ON THIS REPAIR ORDER MAY GENERATE
 A SURVEY TO BE MAILED TO YOU FROM THE MANUFACTURER.
 IF FOR ANY REASON YOU CANNOT COMPLETE THIS SURVEY
 AS "COMPLETELY SATISFIED" PLEASE LET US KNOW.
 THIS SURVEY IS A REPORT CARD OF OUR PERFORMANCE
 ON THIS SERVICE VISIT AND WILL REFLECT YOUR LEVEL
 OF SATISFACTION WITH THE DEALERSHIP'S EFFORTS TO
 MEET YOUR SERVICE NEEDS.

CUSTOMER SIGNATURE _____
 ***** DUPLICATE INVOICE *****



1800 Highway 290 West
 P.O. Box 660
 GIDDINGS, TEXAS 78942
 Toll Free 888-641-7283

110107
 MONEY MOTORS
 1704 E. HWY. 71
 SUITE B
 LaGRANGE, TX 78945

JACKIE JOHNSON 4531 TAG NO 727 09/13/02 DTCS55745

LABOR RATE 29,838 MILEAGE 29,838
 01/DODGE TRUCK/3/4T RAM PICKUP/QUAD
 3B7K F 2 3 6 3 1 G
 979-966-0928
 09/13/02

LABOR & PARTS
 J# 1 20CVZZ01 OIL CHANGE (DIESEL) TECH(S):5898 16.00
 CHANGE ENGINE OIL AND FILTER, LUBE CHASSIS AS NEEDED
 CHECK FLUIDS AND TIRES
 CHANGED ENGINE OIL AND FILTER
 DRAIN PLUG GASKET LEAKING REPLACED GASKET.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PK5016547AC	LOF KIT	31.95	31.95
JOB # 1	12	CH15W40	15W40 DIE	****	****
JOB # 1	1	5016547-AC	FILTER EN	****	****
JOB # 1	1	4882049	SEAL OIL	6.58	6.58
JOB # 1 TOTAL PARTS					38.53

J# 2 04CVZZ STATE INSPECTION 1YR TECH(S):1645 7.00
 STATE INSPECTION - 1YR STICKER
 COMPLETED STATE INSPECTION - STICKER #
 H22021397

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS					0.00
JOB # 2 TOTAL LABOR & PARTS					7.00

MISC	CODE	DESCRIPTION	CONTROL NO		
JOB # 1	1	SHOP SUPPLIES		1.60	
JOB # 2	18	STATE FEE ON INSPECTION		5.50	
TOTAL - MISC					7.10

COMMENTS: WAIT
 TOTALS:

OUR PARTS AND LABOR ARE GUARANTEED FOR A PERIOD OF 12 MONTHS OR 12,000 MILES UNLESS SPECIFIED OTHERWISE.

WARRANTY CLAIMS ON THIS REPAIR ORDER MAY GENERATE A SURVEY TO BE MAILED TO YOU FROM THE MANUFACTURER. IF FOR ANY REASON YOU CANNOT COMPLETE THIS SURVEY AS "COMPLETELY SATISFIED" PLEASE LET US KNOW. THIS SURVEY IS A REPORT CARD OF OUR PERFORMANCE ON THIS SERVICE VISIT AND WILL REFLECT YOUR LEVEL OF SATISFACTION WITH THE DEALERSHIP'S EFFORTS TO MEET YOUR SERVICE NEEDS.

TOTAL LABOR	23.00
TOTAL PARTS	38.53
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	7.10
TOTAL MISC DISC	0.00
TOTAL TAX	3.32
TOTAL INVOICE \$	71.95

Not responsible for CB radios, CB antennas, tape decks, tapes or any personal items left in this vehicle.

NOTICE PURSUANT TO §70.001, TEXAS PROPERTY CODE
 I AM THE PERSON OR AGENT ACTING ON BEHALF OF THE PERSON, WHO IS OBLIGATED TO PAY FOR THE REPAIR OF THE MOTOR VEHICLE SUBJECT TO THE REPAIR CONTRACT. I UNDERSTAND THAT THIS VEHICLE IS SUBJECT TO REPOSSESSION IN ACCORDANCE WITH §9.503 TEXAS BUSINESS AND COMMERCE CODE, IF A CHECK OR MONEY ORDER FOR PAYMENT FOR REPAIR ON THE VEHICLE IS STOPPED, DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE DRAWER OR MAKER OF THE CHECK OR MONEY ORDER HAS NO ACCOUNT OR THE ACCOUNT ON WHICH IT IS DRAWN HAS BEEN CLOSED.

X _____
 SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE

WARRANTY STATEMENT
 Any warranties on the products sold hereby are those made by the manufacturer. The Seller, **JOSH MARSHALL CHEVROLET-GIDDINGS, INC.** hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and **JOSH MARSHALL CHEVROLET-GIDDINGS, INC.** neither assumes nor authorizes any other person to assume for any liability in connection with the sale of said products.

CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****

Copyright © 1995 I...
 and Reynolds Company ELZ-S14E GM-02582 0402

CUSTOMER No 110107		ADVISOR JACKIE JOHNSON	TAG No. 4531 727	INVOICE DATE 09/13/02	INVOICE No. DTCS55745
MONEY MOTORS 1704 E. HWY. 71 SUITE B LAGRANGE, TX 78945		LABOR RATE	LICENSE No. 7PC-JY	MILEAGE 29,838	COLOR RED/
		YEAR / MAKE / MODEL 01/DODGE TRUCK/3/4T RAM PICKUP/QUAD	DELIVERY DATE	DELIVERY MILES	
		VEHICLE I.D. No. 3 B 7 K F 2 3 6 3 1 G		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE		BUSINESS PHONE 979-966-0928	COMMENTS	R.O. DATE 09/13/02	

LABOR & PARTS

J# 1 20CVZZ01 OIL CHANGE (DIESEL) TECH(S):5898 16.00
 CHANGE ENGINE OIL AND FILTER, LUBE CHASSIS AS NEEDED
 CHECK FLUIDS AND TIRES
 CHANGED ENGINE OIL AND FILTER
 DRAIN PLUG GASKET LEAKING REPLACED GASKET.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PK5016547AC	LOF KIT	31.95	
JOB # 1	12	CH15W40	15W40 DIE	****	****
JOB # 1	1	5016547-AC	FILTER EN	****	****
JOB # 1	1	4882049	SEAL OIL	6.58	6.58
				JOB # 1 TOTAL PARTS	38.53
				JOB # 1 TOTAL LABOR & PARTS	54.53

J# 2 04CVZZ STATE INSPECTION 1YR TECH(S):1645 7.00
 STATE INSPECTION - 1YR STICKER
 COMPLETED STATE INSPECTION - STICKER #
 H22021397

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	7.00

MISC

JOB #	CODE	DESCRIPTION	CONTROL NO.		
JOB # 1	1	SHOP SUPPLIES		1.60	
JOB # 2	18	STATE FEE ON INSPECTION		5.50	
				TOTAL - MISC	7.10

COMMENTS
WAIT

TOTALS

OUR PARTS AND LABOR ARE GUARANTEED FOR A PERIOD OF 12 MONTHS OR 12,000 MILES UNLESS SPECIFIED OTHERWISE.

TOTAL LABOR....	23.00
TOTAL PARTS....	38.53
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	7.10
TOTAL MISC DISC	0.00
TOTAL TAX.....	3.32
TOTAL INVOICE \$	71.95

WARRANTY CLAIMS ON THIS REPAIR ORDER MAY GENERATE A SURVEY TO BE MAILED TO YOU FROM THE MANUFACTURER. IF FOR ANY REASON YOU CANNOT COMPLETE THIS SURVEY AS "COMPLETELY SATISFIED" PLEASE LET US KNOW. THIS SURVEY IS A REPORT CARD OF OUR PERFORMANCE ON THIS SERVICE VISIT AND WILL REFLECT YOUR LEVEL OF SATISFACTION WITH THE DEALERSHIP'S EFFORTS TO MEET YOUR SERVICE NEEDS.

CUSTOMER SIGNATURE

 DUPLICATE INVOICE *****

CUSTOMER No 110107		ADVISOR JACKIE JOHNSON	TAG No. 4531 727	INVOICE DATE 09/13/02	INVOICE No. DTCS!
MONEY MOTORS 1704 E. HWY. 71 SUITE B LaGRANGE, TX 78945		LABOR RATE	LICENSE No. 7PC-JY	MILEAGE 29,838	COLOR RED/
RESIDENCE PHONE		BUSINESS PHONE 979-966-0928		COMMENTS	NO. DATE 09/13/02
YEAR / MAKE / MODEL 01/DODGE TRUCK/3/4T RAM PICKUP/QUAD		VEHICLE I.D. No. 3 B 7 K F 2 3 6 3 1 G		DELIVERY DATE	DELIVERY
F. T. E. No.		P. O.		SELLING DEALER NO.	PRODUCT

LABOR & PARTS
J# 1 20CVZZ01 OIL CHANGE (DIESEL) TECH(S):5898 16.00
 CHANGE ENGINE OIL AND FILTER, LUBE CHASSIS AS NEEDED
 CHECK FLUIDS AND TIRES
 CHANGED ENGINE OIL AND FILTER
 DRAIN PLUG GASKET LEAKING REPLACED GASKET.

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JOB # 1	1	PK5016547AC	LOF KIT	31.95	31.95
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J# 2 04CVZZ STATE INSPECTION 1YR TECH(S):1645 7.00
 STATE INSPECTION - 1YR STICKER
 COMPLETED STATE INSPECTION - STICKER #
 H22021397

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
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COMMENTS
 WAIT

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	TOTAL PARTS....	38.53
	TOTAL SUBLET....	0.00
	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	7.10
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	TOTAL TAX.....	3.32
	TOTAL INVOICE \$	71.95

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CUSTOMER SIGNATURE

 DUPLICATE INVOICE *****

11655 North Freeway

Houston, Texas 77060

CUST # 980113

DEAL# 12405

(281) 820-3355

TIMOTHY S CARROLL

SALESMAN

NEW

USED

DEMO

STOCK NO. 10026

Date 03/23/00

Yr. 2001 Make DODGE TRUCK

Model RAM PICK UP

Body 2500 QUAD CAB, F11 #688E RED

Serial 3B7KF236310

Certified Mileage 17

Purchaser [Redacted]

Address [Redacted]

City & State LAGRANGE TX [Redacted]

Phone No. [Redacted]

Bus. Phone [Redacted]

Driver's Lic. No. [Redacted]

S.S. # [Redacted]

Date of Birth [Redacted]

Lic. No. [Redacted]

ALL VEHICLES SOLD AS EQUIPPED UNLESS OTHERWISE STATED BELOW

Customer acknowledges that he/she may or may not have purchased a non-Chrysler contract and/or accessories and also understands that Chrysler is not responsible for all non-Chrysler Corporation items purchased by customer and related warranties.

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50. THIS NOTICE IS REQUIRED BY LAW.

As Equipped	32626.00
State Sales Tax	2007.88
Vehicle Inventory Tax	78.99
Lic., Title & Other Fees	106.07
Deputy Fees	5.00
Documentary Fees	50.00
TOTAL	34873.94

Trade-In Allowance	N/A	
UPON VERIFICATION BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE → Balance Owed	N/A	
Owed To:	EQUITY	N/A
Add:	REBATE	500.00
Yr. Make Model Color	Deposit & Receipt No. Cash on Delivery Rec. No.	N/A
Body Ser.		N/A
Lic. No. Val. No. Mo. & Yr. 0000	Total Down Pay't	500.00

TRADE-IN DISCLOSURE FORM ODOMETER MILEAGE STATEMENT

(Federal regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate statement may make you liable for damages to your transferee, pursuant to Sec. 409(a) of the Motor Vehicle Information and Cost Savings Act of 1972, Public Law 92-513.) Transferor states that the odometer mileage indicated on the vehicle described above is [Redacted] miles.

CHECK FOLLOWING STATEMENT IF APPLICABLE

I further state that the actual mileage differs from the odometer reading other than odometer calibration error and that the actual mileage is unknown. (I have received a copy of this form.)

TRANSFEROR'S SIGNATURE [Redacted] Address [Redacted] LAGRANGE TX

Balance In 1	Payment(s) 4373.94	Total Down Pay't	500.00
1st Payment Due 05/07/00		Unpaid Bal. On Vehicle	34373.94
Lien Holder COLORADO VALLEY BANK		Extended Service Plan	N/A
		Misc.	N/A
		TOTAL DUE	34373.94

PO BOX 796 LA GRANGE TX 78945

DISCLAIMER OF WARRANTIES

The above-described vehicle sold by Seller is sold as is, without either express or implied warranties of any kind by Seller, including warranties of merchantability or fitness, and Purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a written warranty by, or service contract with Seller covering the described vehicle is delivered to Purchaser in conjunction with or within 90 days following the time of sale, but such vehicle or any of its component parts may be subject to warranty by the manufacturer thereof.

BUYER HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS RETAIL BUYERS ORDER AND INVOICE AND CERTIFIES THAT THE PRICE LABEL WAS AFFIXED TO THE ABOVE DESCRIBED AUTOMOBILE ON DELIVERY.

BUYER'S SIGNATURE [Redacted] MANAGER'S SIGNATURE [Redacted] CTM No.

THIS ORDER MUST BE SIGNED BY AN OFFICIAL OF THE COMPANY

Buyers order and Invoice
 Greens Point Lodge of Houston, Inc.

Buyer



Sales Tax on \$31,126.00 @ 6.25%

COST	
\$	32,626.00
\$	2,007.88
\$	80.13
\$	117.57
\$	5.00
\$	50.00
\$	(500.00)

cost of unit
 Sales tax
 Veh. Inv Tax
 Lic. Title
 Deputy Fees
 doc. Fees

Farm Bureau



TOTALS

\$ 34,386.58

TAX COLLECTOR'S RECEIPT FOR TEXAS TITLE APPLICATION / REGISTRATION / MOTOR VEHICLE TAX

1. DATE OF RECEIPT: 04/04/2000
 2. VALIDATION STICKER NO.: [REDACTED]
 3. EXPIRES LAST DAY OF MONTH: 03 YEAR: 2001
 12. TEXAS LICENSE PLATE NO.: R191077

4. TRANSFER OF CURRENT REGISTRATION
 REGISTRATION FEE PAID- NO PLATES ISSUED
 REGISTRATION FEE PAID- NEW PLATES ISSUED

5. OLD VALIDATION STICKER NO.:
 6. OLD TEXAS LICENSE PLATE NO.:

7. OWNER (NAME AND MAILING ADDRESS): [REDACTED] LAGRANGE TX [REDACTED]

8. 1st LIENHOLDER (NAME AND MAILING ADDRESS): NONE

9. 2nd LIENHOLDER (NAME AND MAILING ADDRESS):
 DATE OF LIEN: / /

10. 3rd LIENHOLDER (NAME AND MAILING ADDRESS):
 DATE OF LIEN: / /

11. SELLER (NAME OF PREVIOUS OWNER AND MAILING ADDRESS): GREENSPPOINT DODGE OF HOUS HOUSTON TX

13. REG. CLASS: 35
 14. TONNAGE: 0.75
 15. EMPTY WEIGHT: 6700

16. CARRYING CAPACITY: 1500
 17. GROSS WEIGHT: 3200
 18. DIESEL FEE:

19. YEAR: 2001
 20. MAKE: DODG
 21. MODEL:
 22. BODY ST: PK

23. VEHICLE IDENTIFICATION NUMBER (VIN): 3B7KF23631G [REDACTED]

24. ODOMETER: 17
 25. BRAND: A
 26. SURRENDERED TITLE NUMBER:

27. EXEMPT
 \$5.00 EVEN TRADE
 \$10.00 GIFT
 \$15.00 NEW RESIDENT

28. SALES PRICE: 32626.00

29. TRADE-IN: 0.00
 30. REBATE: 500.00
 31. TAXABLE VALUE: 32126.00

32. TAX: 2007.88
 33. PENALTY:
 34. TOTAL REG. \ TRANS. FEE: 75.91

35. TAX & PENALTY PAID: 2007.88
 36. TITLE APPL. FEE: 13.00

37. RESIDENT COUNTY: 75
 38. LOCAL FEES: 11.50

39. DEPUTY: L HARRISON
 40. TOTAL FEES:

41. TAX ASSESSOR-COLLECTOR: PAUL BETTENCOURT
 42. PROCESSING COUNTY: HARRIS

FORM 31-RTS DHT #149517 REV. 6-98

TAX AND TITLE COPY 1

** IF NO SELLER/AGENT, TITLE APPLICANT SHOULD CHECK ONE OF THE 3 BOXES ABOVE UNLESS NUMBER 6 INDICATES "EXEMPT"

MOTOR VEHICLE TAX STATEMENT

19. CHECK ONLY IF APPLICABLE
 I hold Motor Vehicle Retailer's (Rental) Permit No. P15740 and will satisfy the minimum tax liability (V.A.T.S., Tax Code, Sec. 152.046 [c]).
 I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, Sec. 152.002 [c]).

20. DESCRIPTION OF VEHICLE
 TRADED IN (if any) Year Make Vehicle Identification Number 20a. ADDITIONAL TRADE - INS? (Y / N)

21. SALES AND USE TAX COMPUTATION
 (a) Sales Price (\$ 500.00 rebate has been deducted) \$ 32126.00
 (b) Less Trade - In Amount, Describe in Item 20 Above \$ (0.00)
 (c) For Dealers / Lessors / Rental ONLY - Fair Market Value Deduction, Describe in Item 20 Above \$ (0.00)
 (d) Taxable Amount (Item a. minus Item b. / Item c.) \$ 32126.00
 (e) 8.25% Tax on Taxable Amount (Multiply Item d. by .0825) \$ 2007.88
 (f) Tax Paid to (STATE) \$ 0.00
 (g) AMOUNT OF TAX DUE (Item e. minus Item f.) \$ 2007.88

\$15 New Resident Tax - (Previous State)
 \$5 Even Trade Tax
 \$10 Gift Tax
 Exemption claimed under the Motor Vehicle Sales and Use Tax Law because
 \$13 APPLICATION FEE FOR CERTIFICATE OF TITLE

I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

22. SELLER DONOR, OR TRADER: L HARRISON
 23. PURCHASER, DONEE, OR TRADER: Money Motors
 SIGN HERE: [REDACTED] 04/04/2000
 SIGN HERE: [REDACTED] 04/04/2000

RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT
WE, THE HUSBAND AND WIFE WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS APPLICATION FOR TITLE, SHALL FROM THIS DAY FORWARD BE HELD JOINTLY AND, IN THE EVENT OF DEATH OF EITHER THE HUSBAND OR THE WIFE, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR.

SIGNATURE (HUSBAND)
 SIGNATURE (WIFE) (WIFE SHOULD SIGN USING HER FULL NAME)

WARNING: Transportation Code, Section 501.155, provides that falsifying information on title transfer documents is a third - degree felony offense punishable by not more than ten (10) years in prison or not more than one (1) year in a community correctional facility. In addition to imprisonment, a fine of up to \$ 10,000 may also be imposed.

* NOTE: V.A.T.S., Article 6687-1, Section 27a, REQUIRES that individuals applying for a certificate of title in a county in which the departments automated registration and title system (RTS) has been implemented, MUST give the applicant's social security number. If the applicant does not have a social security number, Form VTR-171, Statement of Fact for Non-Disclosure of a Social Security Number, must accompany this application. If applying in a county in which RTS has not been implemented, the disclosure of an applicant's social security number is voluntary. This information is requested for records maintenance and owner identification purposes.

Motor Vehicle Tax Assessor - Collector
Neither a taxed
Comptroller of Public
Office in Austin.
0-248-4099

Instructions
Certificate of Title
The title fee is not required unless a lien
section should be filed directly with the
Motor Vehicle Tax Assessor - Collector

75.91 28011

CERTIFICATE OF ORIGIN FOR A VEHICLE

DAIMLERCHRYSLER
DaimlerChrysler Motors Corporation

INVOICE NO. [REDACTED]

DATE: 02-02-00

YEAR: 2001

VEHICLE IDENTIFICATION NO. 3B7KF23631 [REDACTED]

BODY TYPE: 2500 P/U QUAD CAB

SHIPPING WEIGHT: 6632

SERIES OR MODEL: RAM BE7L34

NO. CYLS.: 6

G.V.W.R.: 38.8 3/4 TON 8800#



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.
DEALER NUMBER 42365/42365
GREENSPPOINT DODGE-HOUS IN
11655 NORTH FREEWAY
HOUSTON TX 77060

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

GREENSPPOINT DODGE-HOUS IN
11655 NORTH FREEWAY
HOUSTON TX 77060

DAIMLERCHRYSLER MOTORS CORPORATION
B.A. Collins
B.A. COLLINS (AGENT)
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)
AUBURN HILLS MICHIGAN
CITY - STATE

02799667

83-100-0102 REV. 10/98

VEHICLE DELIVERY AND INSPECTION

Kalzen Logistics, Inc.
 22711 Mines Road
 Laredo, TX 78045
 (956) 712-2224

CONSIGNEE

CARRIER: KALZEN AUTO TRANSPORT

TRIP NUMBER: 111253

TRUCK NUMBER: T941/

DISPATCH DATE: 02/03/00

CONSIGNEE AND DESTINATION:

GREENSPRING DODGE INC.
 11655 NORTH FREEWAY

HOUSTON, TX

DELIVERY INSTRUCTIONS:

MON/FRI 8-5PM
 no saturday delivery!!!!!!

281-826-3454

CHD42365

CONSIGNOR AND ORIGATION:

BULLPEN/ATC LOGISTICS

LAREDO, TX

SHIPPERS INSTRUCTIONS:

SCALE: XALT

VEHICLE IDENTIFICATION

DAMAGE SURVEY

(See Back For Explanation)

VEHICLE IDENTIFICATION	DAMAGE SURVEY
1 387KF23631G [REDACTED] Red 10026 RR 218154	
2 3B7KF236510 [REDACTED] 10023 RR 218155	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

TERMS:

DAMAGE CAUSED BY:

CONSIGNEE REMARKS: (NOTE: See reverse side for specific instructions)

DRIVER REMARKS:

RECEIVED AND INSPECTED BY

DATE 2/14/00

- DURING WORKING HOURS
- AFTER WORKING HOURS
- DEFERRED INSPECTION BECAUSE

DELIVERED AND INSPECTED BY

DATE

~~Signature~~ 2/14/00



Greenpoint Dodge of Houston, Inc.



"Houston's Oldest Dodge Dealership"

11655 North Freeway Houston, Texas 77060 (281) 820-3355

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL OR FOR ANY DELAYS CAUSED BY UNAVAILABILITY OF PARTS OR DELAYS IN PARTS SHIPMENTS BY THE SUPPLIER OR TRANSPORTER.				DISCLAIMER OF WARRANTIES ANY WARRANTIES ON THE PRODUCT SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER, GREENPOINT DODGE OF HOUSTON, INC. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND GREENPOINT DODGE OF HOUSTON, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.			
DEALER CODE 68222	REPAIR 1	REPAIR 2	REPAIR 3	DATE AND MILEAGE AT TIME OF VEHICLE RELEASE			
			DATE		MILEAGE		I hereby authorize the repair work hereinafter set forth to be done along with the necessary and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic hereby acknowledged on above car or truck to show the amount of repairs thereto. I hereby assume the charges as outlined on this receipt and acknowledge receipt of copy thereof.
(CHECK (✓) APPROPRIATE BOX)			MO.	DAY	YR.		
<input type="checkbox"/> CLAIMS REVIEW	<input type="checkbox"/> AUTHORIZATION TO SUBMIT CLAIM	<input type="checkbox"/> PARTS SCRAP OUT	TOTAL LABOR	PRO RATA PERCENT	SUB TOTAL	ALLOWANCE	
\$	\$	\$					
Authorized Signature And Date			TOTAL CLAIM		SERVICE INSTALLED PARTS		SIGNATURE OF PERSON RESPONSIBLE OR AGENT FOR PERSON RESPONSIBLE
PROGRAM CODE	AUTHORIZATION NUMBER	COMMITMENT NUMBER	DATE INSTALLED	ACCRUED MILEAGE	ORIGINAL R.O. NO.	VISITING OWNER	
			MO.	DAY	YR.	OMIT TENTHS	CROSS REFERENCE NO.
CUSTOMER NO. 42365	ADVISOR MARK A BENYAK		643	CARD NO. 654	INVOICE DATE 03/22/00	INVOICE NO. 00192109	
GREENPOINT DODGE OF HOUSTON 11655 NORTH FRWY HOUSTON, TEXAS 77060			LABOR RATE	LICENSE NO.	MILEAGE 20	COLOR FLAME RED/P	STOCK NO. 100
			YEAR / MAKE / MODEL 01 / DODGE TRUCK / RAM PICK UP / 2500 QUAD	DELIVERY DATE		DELIVERY MILES	
			VEHICLE ID. NO. 3F171K F 23631G171034	SELLING DEALER NO.		PRODUCTION DATE	
RESIDENCE PHONE			F.T.E. NO.		P.O. NO.	R.O. DATE 03/21/00	
BUSINESS PHONE 820-3355			AUTHORIZED PERSON		AUTHORIZATION DATE		

LABOR & PARTS		DRIVEABILITY		HOURS: 8.00	TECH(S): 798	192.0
JW 1 1000Z		DIESEL FULL OF GASOLINE DRIVEN TIL IT QUIT				
		FUEL TANK FULL OF GAS AND TRUCK RAM UNTIL DIED NOTE TRYUCK IS A DIESEL				
		R&R FUEL TANK AND DRAIN AND FLUSH ALL FUEL LINES AND R&R FUEL CANISTER AND FLUSH AND FLUSH PUMP AND ALL FUEL INJECTOR LINES AND NOZZELS AND DRAIN TRANSFER PUMP AND ADD DIESEL FUEL AND PRIME AND BLEED AIR FROM SYSTEM				
		JOB # 1 TOTAL LABOR & PARTS				192.0
G.O.G. & SUPPLIES		JOB # 1 1.0 FUEL		@ 10.000 /UNIT	TOTAL - GOG	10.0
TOTALS						10.0
CONTROL#	ACCOUNT#	AMOUNT..				
10026						
		TOTAL LABOR.....				192.0
		TOTAL PARTS.....				0.0
		TOTAL SUBLET.....				0.0
		TOTAL G.O.G.....				10.0
		TOTAL MISC.CHG.....				0.0
		TOTAL MISC.DISC.....				0.0
		TOTAL TAX.....				0.0
		TOTAL INVOICE \$				202.0

ENTERED

204

APPROVED BY SIGNATURE

Buyer agrees to pay Texaco Refining and Marketing Inc. or assignee for this purchase in accordance with Texaco's payment terms, the prior disclosure of which is acknowledged. Purchases made on credit debit cards not issued by Texaco are subject to the terms and conditions of the agreements governing those cards.

BUYER'S SIGNATURE
X William Paul

PLEASE RETAIN THIS COPY
TO VERIFY BILLING.



TEXACO CASH RECEIPT

HIMA TEXACO 03/22/00
34 ALDINE BENDER 10:51A
HOUSTON TX 77060 INV # 0482844

ITEM	QTY	PRICE	AMOUNT
4 REG./CASH	5	6.414	6 @ 1.539
FUEL ROUTH	\$	10.00	10.00
TOTAL	\$		10.00

CUSTOMER COPY



DAIMLERCHRYSLER

DaimlerChrysler
Motors Corporation

July 5, 2000

[REDACTED]
Lagrange, TX [REDACTED]

Reference No.: 7353400

VIN: 3B7KF23631C [REDACTED]

Dear [REDACTED]

This is in regard to the inspection performed to your vehicle on June 28, 2000 by a representative of Engineering Analysis Associates.

As stated in your owner's manual, DaimlerChrysler Motors Corporation recommends that the gear selector be placed in park with an automatic transmission and first gear with a manual transmission, the parking brake set, the ignition turned off, and the keys removed whenever the vehicle is left unattended. Therefore, we must, respectfully decline participation with any costs associated.

Sincerely,

A. L. Gilbert
Special Investigations
(248) 944-7037

ALG/mtr



Preliminary Vehicle Investigation Report

REF # 7353400

YEAR 2001	MODEL Dodge Ram 2500	VEHICLE IDENTIFICATION NUMBER 3B7K123631G	MILEAGE 90,020	M/D/Y 01/28/20	DELIVERY DATE 3-23-2000
NAME OF OWNER [Redacted]		ADDRESS [Redacted]		CITY [Redacted]	
CITY Laybrange		STATE Texas	BUSINESS PHONE [Redacted]		HOME PHONE ()
SELLING DEALER NAME Greenspoint Dodge		ZONE 62	TAX CODE 42365	CITY Houston	
CHRYSLER REPRESENTATIVE - PRINT Jerry L. Hancock		ZONE Houston (62)	PHONE 281-341-7128		STATE Texas
					REPAIR ESTIMATE \$ 3490.12

INTERVIEW

INTERVIEW WITH: DRIVER OWNER OTHER [Redacted] NAME [Redacted]

INTERVIEW DATE: 06/27/00 DATE OF INCIDENT: 06/07/00 TIME OF INCIDENT: 14:00 AM INSPECTION DATE: 06/28/00

DESCRIPTION OF EVENT INCLUDING WEATHER CONDITIONS AND ROAD SURFACE:
Dry, clear, on parking lot. of strip center.

Driver's and/or occupant's description of incident
 What? When? Where? How?
 Exact order of events
 Did this happen before?

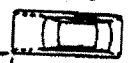
See Page 5

Personal Injury: Were there Personal Injuries? Yes No If yes, complete section "L."

IMPORTANT: SHOW TO NO ONE & DRAW NO CONCLUSIONS

- DIRECTIONS:**
- FILL OUT UPPER PART OF FORM.
 - FOR "FIRE" USE FORM 54-130-8950.
 - FOLLOW INSTRUCTIONS FOR SECTION "A" ON ALL VEHICLES.
 - FOLLOW INSTRUCTIONS FOR SPECIFIC ALLEGATIONS FOR THIS VEHICLE.
 - ATTACH ANY ADDENDUMS TO REPORT AND STATE SECTION IT PERTAINS TO.

- COMMENTS:**
- NOTE ANY MISSING COMPONENTS AND WHO REMOVED THEM.
 - NOTE ANY AFTERMARKET EQUIPMENT INSTALLED AND BY WHOM.

ALLEG.	PHOTOGRAPH REQUIRED	INFORMATION	EVALUATION
General	<input checked="" type="checkbox"/> From center of vehicle front every 45 degrees (8 total) <input checked="" type="checkbox"/> If crash damaged - perspective from every corner of vehicle down both original lateral sight lines. (8 total) 	<input checked="" type="checkbox"/> Police report NO <input checked="" type="checkbox"/> Vehicle service file <input type="checkbox"/> Any reports/photos by others <input checked="" type="checkbox"/> Location of inspection	<input checked="" type="checkbox"/> Driver's and/or occupant's description of incident <input checked="" type="checkbox"/> Complete exterior damage diagram and measurements on last page. <input checked="" type="checkbox"/> What? When? Where? How? <input checked="" type="checkbox"/> Exact order of events <input checked="" type="checkbox"/> Did this happen before? NO

Send neg. & 2 sets of prints

A

B DOES NOT APPLY

<input type="checkbox"/> Steering Wheel <input type="checkbox"/> Airbag(s) <input type="checkbox"/> Knee Blockers <input type="checkbox"/> All possible body contact areas <input type="checkbox"/> All code readings using DRB II	<input type="checkbox"/> Record: <input type="checkbox"/> Was Airbag deployed? Driver <input type="checkbox"/> Yes <input type="checkbox"/> No Passenger <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Type of Steering Wheel <input type="checkbox"/> III <input type="checkbox"/> Std. <input type="checkbox"/> Condition of Steering Wheel _____ <input type="checkbox"/> Condition of Steering Wheel Mounting (measure column collapse)	<input type="checkbox"/> Use DRB II <input type="checkbox"/> Record Existing Readings 1 _____ 2 _____ <input type="checkbox"/> Record Stored Readings 1 _____ 2 _____ 3 _____ <input type="checkbox"/> Important: DO NOT ERASE DRB II READINGS.	<input type="checkbox"/> Evidence of tampering or disassembly? <input type="checkbox"/> Yes <input type="checkbox"/> No
--	---	---	--

ALLEG. PHOTOGRAPH REQUIRED

INFORMATION

EVALUATION

Sudden Acceleration or Throttle Hold

- Accelerator Pedal
- Throttle Cable
- Return Springs
- Floor Mats

Describe any Accelerator Pedal Interference with Carpet/Mat

- DRB II Tests
- Disconnect Cable at Throttle Body/Carburetor lever, operate:
 - Lever Cable
- Any restricted motion?
 - Yes No
- If safe and permitted to drive - attempt to duplicate and check Service Brakes at reported speed.

C

Does not apply

Brakes

Items in Information Block.

- Check and record Brake Fluid Level.
- Check and record if Vacuum Hose is connected. Yes No
- Check and record for Brake Line Leaks. Yes No
- Pull Wheels, check Linings and record condition.
- Check Brake Pedal, does it set firm? Yes No
- Check operation of Parking Brake.
- Check operation of ABS System.

- With Engine off:
 - Apply Brake fully 3 or 4 times.
 - With light force held to Pedal, start the Engine.
 - Note reaction of Pedal and record:
- ABS System DRB II test readouts

D

Does not apply

Steering

- Complete Steering System including as required:
 - Rack & Pinion
 - Linkage
 - C/V & Universal Joints
 - Column
 - Belts & Pulleys

- Record If:
 - Manual Steering Power Steering
- Check Fluid Level
- Record if Drive Belt is tight Yes No
- Check for Hose/System leaks Yes No Leaks
- Check condition of Steering Linkage from Wheels to Steering Column, record deformation or loose connections.

- Unlock key and turn Wheels fully right and left.
- If safe, start Engine and turn Wheels fully right and left.
- Record Steering function.

E

Does not apply

Transmission

Entire Transmission with pictures and closeup of leaks, if any.

See page #5

- Record:
 - Type of Transmission?
 - Auto Std.
 - How many Speeds?
 - 6 4 5
 - Record Gear Shift location at time of inspection

- If safe and permitted to drive vehicle:
 - Drive Vehicle and record feel of Gear during each Gear Shift

All shifts satisfactory

F

Ven. has been driven

OK Run Shift Lever thru all shift positions and record "Feel of Gating"

All gating good except park. See page #5

- Is Shift Indicator properly aligned?
 - Yes No

- Does Parking Pawl engage?
 - Yes No
- If lockup is alleged - check rotation of Transmission in all Gears.
- Check starting ability in park and neutral. Check to see that start does not occur in other selector positions.

Vehicle only starts in Park and Neutral

Engine Stall/Driveability

- Complete Engine Compartment including as required:
 - Underhood Emissions Label
 - Engine Wiring/Connections
 - Vacuum Hoses
 - Fuel Lines
 - Exhaust System
 - Spark Plugs
 - Connections

Record type of Spark Plugs (location of unique plugs).

Does not apply

- If safe and permitted to:
 - Try to duplicate Allegation Off Hiway
 - DRB II or I/P Fault Code Test

G

ALLEG. PHOTOGRAPH REQUIRED

INFORMATION

EVALUATION

Seat/Shoulder Belts

H

- Overall of seat belts I/B and O/B.
 - Close ups of any irregularities on belts.
 - Shoulder Belt Pendulum
 - Latchplate wear
 - Close up of D-ring to show belt loading.
- Does not apply

- Locate seat belt labels and record ALL information (Some labels are sewn to webbing, other labels are on retractor frame. Inboard seat belt labels are near floor.)
- Record ALL information stamped on latchplate.

If allowed, function belts to insure they FUNCTION PROPERLY, note results:

- Do they latch? Yes No
- Do they release? Yes No
- Do they retract? Yes No
- Does Inertia Pendulum System run freely? Yes No

Seat

I

Does not apply

- Overall of seat
- Close ups of damage

- Existing location of recliner - number of teeth from rear of sector gear to rear edge of Pawl (clayon mark location).
- Existing location of seat adjuster (window or tooth location from rear of adjuster).
- Existing location of head restraint (measures gap under head restraint).

- If allowed, adjust all functions of seat and return to original location.
- Describe functions
- Note any irregular orientations

Tires

J

Does not apply

- Each Tire with visible location label, insuring all Tire identification and Tread wear is documented.
- All damaged Wheel and Rim areas including impacted foreign material.

Record:

- Tire Size
- Brand
- Ratings
- DOT No. (I/B Side)
- Rim Size
- Tread Depth

	Front Left	Front Right	Rear Left	Rear Right

Axle Lookup

K

Does not apply

- Entire Axle and close up of Leaks

While on hoist:

- Rear Wheel Drive
Record amount of Lateral Axle Movement on each side and will Wheels turn
- Trans. Axle - rotate Wheels
- Note function

Occupant Contact

L

Does not apply

- Windshield
- All areas of occupant contact on interior and exterior.
- Close ups of stains, skin, hair, cloth
- Exterior and interior damage

- See Seat Belts/Seats if applicable
- Occupant contact description

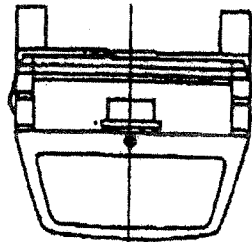
ADDITIONAL COMMENTS

See page # 5

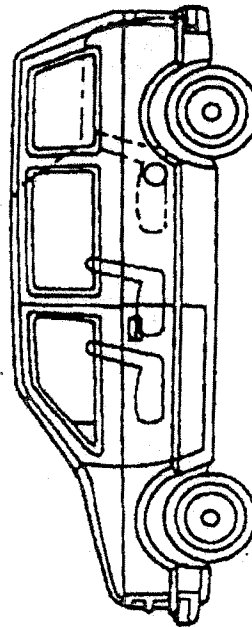
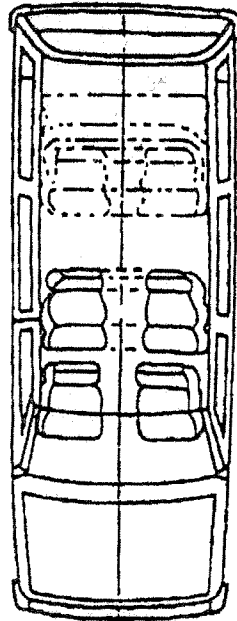
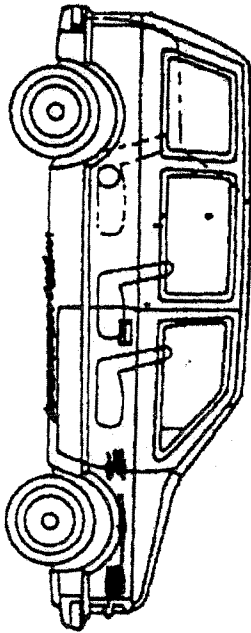
Exterior Damage Diagram and Measurements

Driving 45 MPH
DRIVER 6-27-00 11AM

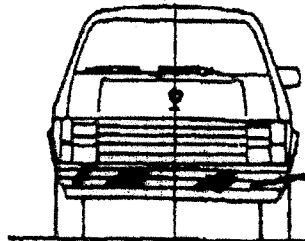
Post
clears



Traveled
Back
+
Then
Forward
into
Building



600 est.



Just
Bumper bent
in

Sketch damage on all views. Include dimensions to describe and locate each damaged area and maximum depth of penetration for each impact. Annotate observations which might be useful in reconstructing the accident (e.g., direction of scrapes, markings on tires and wheels, etc.). Take photographs.

Cair# 7353400
FAA No:DF01 36074
CUST: Lowery

██████████ the owner of the vehicle stated that: He had gone to Houston to his daughters home. He had picked up his grandson and drove to the cleaners. The Cleaners was located in a strip center on FM 1960. Arriving at the cleaners he pulled up parking straight in toward a business that was beside the cleaners. He stated that he put the vehicle in park and got out of the truck leaving the engine running. He was standing on the ground at the door with the door open and was waiting for his 4 year old grandson to come over to him so he could help him out of truck. He stated that he did not know what caused things to happen as they did but he thinks that as the boy came across to him that the boy grab hold of the gear shift lever and the lever moved down to the rev. position. He stated that he heard the engine change in sound and the truck started backward. The door hit him and knocked him down causing injury to his right and left arms. At time of the investigation he had not been to a doctor, but was planning to go that day. The truck traveled backward for about 10 to 12 feet and he feels that the boy pulled the shift lever on down into drive. The truck stopped going backward and now came back forward. He jumped up and was trying to push the brake pedal with his hand when the truck jumped the curb. It hit a pole on the right side causing damage to the right front fender and a small scrap to the right door. The right step bar also was bent by the pole. The vehicle then traveled across the sidewalk area and into the front of the building causing damage to the front bumper of the truck.

The investigation of the truck : The transmission pan was removed and linkage of checked. Pictures were taken of all areas. While test driving the vehicle it was found that the shift lever when moved from drive to park did go into park but the lever stayed in the up position and did not move downward to the lock position. When this happened with the vehicle in park one can taken one finger and move the shift lever down and into drive. With the lever moved to the park position the lever can be pushed down and a snap will be felt and the lever will go down to the full park position.

Kof: 7353400

TRAVELERS PROPERTY CASUALTY CORPORATION
10800 RICHMOND AVENUE
HOUSTON, TX 77242-2839
PHONE: (800) 235-3610 FAX: (713) 268-7992

CD LOG NO 1739 -0

06-09-00 8:05 AM

ESTIMATE

CLAIM INFORMATION

CLAIM #	[REDACTED]	POLICY #	[REDACTED]
COMPANY	D/R 06/07/00	CLM REP/AGNT	270 KER 713-787-41
INSURED	[REDACTED]	LOSS DATE	06-07-00
CLAIMANT	[REDACTED]	LOSS TYPE	COLLISION
LOSS PAYEE	[REDACTED]	ACCT #	[REDACTED]

D/A 06/07/00

INSPECTION

TYPE	DRIVE IN	FAX	(281) 373-9843
APPRAISER NAME	JOHN M. WILSON, SR	INSP DATE	06-09-00
WORK PHONE	(713) 787-4132	LOCATION	RICH DI
ADDRESS	10800 RICHMOND AVE.	CITY STATE	
CITY STATE	HOUSTON		
ZIP	77042-		

TX

OWNER

LA GRANGE TX

WORK# ([REDACTED])
HOME# ([REDACTED])

REPAIR

REPAIR 12 DAYS

VEHICLE

2000 DODGE RAM 250 SLT 4 DR EXT CAB
6CYL DIESEL TURBO 5.9

OPTIONS

TWO-STAGE - EXTERIOR SURFACES	TWO-STAGE - INTERIOR SURFACES
4-WHEEL DRIVE	HEATED REMOTE CONTROL MIRRORS
POWER DOOR LOCKS	POWER WINDOWS
REAR BUMPER	TILT STEERING WHEEL
AIR CONDITIONING	AUTOMATIC TRANS
CRUISE CONTROL	

BODY COLOR	RED	MILEAGE	7,773
CONDITION	EXCELLENT	VIN	3B7KF23631G [REDACTED]
LICENSE #	[REDACTED]	CODE	N820
LICENSE STATE	TX	VEH INSP #	

REMARKS:

8 PHOTOS. CHECK ISSUED TO INSD. \$500 DED APPLIED.
NO PUD.

OP CODES:

* = USER-ENTERED VALUE	E = REPLACE OEM	NG = REPLACE NAGS
EC = REPLACE AFTERMARKET	EU = SALVAGE PART	EP = REPLACE AFTRMKT PKN
TE = PARTL REPL PRICE	ET = PARTL REPL LABOR	IT = PARTIAL REPAIR

NO. 7353400

2000 DODGE RAM 250 SLT 4 DR EXT CAB

CLAIM # [REDACTED]

LOG 1739 -0

06-09-00 8:05 AM

I = REPAIR L = REFINISH SB = SUBLET
 N = ADDITIONAL LABOR RI = R&I ASSEMBLY P = CHECK
 AA = APPEAR ALLOWANCE RP = RELATED PRIOR UP = UNRELATED PRIOR

OP	GDE	MC	DESCRIPTION	MFR. PART NO.	PRICE	AJ%	HOURS	R
N			UNIBODY-FRAME INCL SETUP	ADDITIONAL LABOR				
E	0005		BUMPER, FRONT	55076599AD	325.00		4.0	3*
E	0006		CVR, FRONT BUMPER UPR	55076614	97.00		1.9	1
E	0007		BRKT, FRONT LIC PLATE	55295455	22.50		0.2	1
E	0012		BRKT, FRONT BUMPER MTG	LT 55234725	21.25		0.2	1
E	0013		BRKT, FRONT BUMPER MTG	RT 55234724	21.25		0.2	1
E	0014		BRKT, FRONT BUMPER MTG	LT 55076779	27.50		0.2	1
E	0015		BRKT, FRONT BUMPER MTG	RT 55076778	27.50		0.2	1
E	0731		CONDENSER, A/C	55055825AB	320.00		0.7	2
E	0104		FENDER, FRONT	RT 55234708AG	320.00		6.6	1
L	0104		FENDER, FRONT	RT REFINISH			4.2	4
				SURFACE			2.5	
				EDGE			0.5	
				TWO-STAGE			0.6	
				TWO-STAGE SETUP			0.6	
E	0110		MAST, ANTENNA	RT 4685574	17.50		0.1	1
E	0932	01	CAP, WHEEL HUB FRONT	RT 52038915	27.50		INC	1
I	0210		PNL, FRONT DOOR OUTER	RT REPAIR			3.0	1
L	0210		PNL, FRONT DOOR OUTER	RT REFINISH			2.4	4
				SURFACE			2.0	
				TWO-STAGE			0.4	
RI	0278		W/STRIP, BELT OUTER	RT R&I ASSEMBLY			0.2	1
E	0220		MLDG, FRONT DOOR SIDE	RT 55076536	39.25		0.3	1
E	0126		N/PLATE, FRONT DOOR	RT 55295313AC	29.75		0.2	1
E	0401		MIRROR, OUTER R/C	RT 55076488	155.00		INC	1
E	0131	01	BASE, MIRROR OUTER	RT 55075444	15.75		0.7	1
RI	0228		HANDLE, FRONT DOOR OTR	RT R&I ASSEMBLY			0.3	1
I	0288		DOOR SHELL, REAR	RT REPAIR			4.0	1
L	0288		DOOR SHELL, REAR	RT REFINISH			1.9	4
				SURFACE			1.6	
				TWO-STAGE			0.3	
E	0312		MLDG, REAR DOOR SIDE	RT 55076538	20.50		0.3	1
I	0315		PANEL, BEDSIDE OUTER	LT REPAIR			2.0	1
L	0315		PANEL, BEDSIDE OUTER	LT REFINISH			2.7	4
			>>PARTIAL REFINISH, BLEND WITHIN PANEL. INCLUDES CLEAR COAT TIME.					
SB	M14		CORROSION PROTECTION	SUBLET	10.00*			4
L	M16		COLOR BLEND	REFINISH			2.0	4
SB			4 WHEEL ALIGNMENT	SUBLET	79.99*			1
EC			WESTIN RUNNING BOARDS	REPLACE AFTERMARK	200.00*		1.0	1*

30 ITEMS

MC MESSAGE
 01 CALL DEALER FOR EXACT PART # / PRICE

FINAL CALCULATIONS & ENTRIES
 PARTS

Ref 1353400

2000 DODGE RAM 250 SLT 4 DR EXT CAB
CLAIM # LTH6470001

LOG 1739 -0

06-09-00 8:05 AM

GROSS PARTS			
OTHER PARTS			\$ 1,487.25
PAINT MATERIAL			\$ 200.00
			\$ 264.00

ADJUSTMENTS	DISCOUNT	MARKUP	
PARTS TOTAL			
TAX ON PARTS & MATERIAL @	8.250%		\$ 1,951.25
			\$ 160.98

LABOR	RATE	REPLACE HRS	REPAIR HRS		
1-SHEET METAL	\$ 32.00	11.8	9.0	\$	665.60
2-MECH/ELEC	\$ 57.00	0.7		\$	39.90
3-FRAME	\$ 40.00		4.0	\$	160.00
4-REFINISH	\$ 32.00	13.2		\$	422.40
5-PAINT	\$ 20.00			\$	

LABOR TOTAL			
TAX ON LABOR @			\$ 1,287.90
SUBLET REPAIRS			
TOWING			\$ 89.99
STORAGE			

GROSS TOTAL			\$ 3,490.12
LESS: DEDUCTIBLE			\$ 500.00-
NET TOTAL			\$ 2,990.12

PXN C/00/00/00/00/00 CUM 00/00/00/00/00 Geocode: 77042 HOUSTON
 ADP PENPRO W0338 ES LOG 1739 -0 06-09-00 08:27:19 REL 3.38 CD 05/00
 COPYRIGHT, AUTOMATIC DATA PROCESSING, INC. 1999

1.9 HOURS WERE ADDED TO THIS ESTIMATE BASED ON ADP'S TWO-STAGE REFINISH
 FORMULA: 20% OF REFINISH HOURS, AFTER OVERLAP, PLUS SETUP TIME FOR THE FIRST
 MAJOR PANEL, WHERE NOTED.

Kof 7353400

-----VEHICLE INFORMATION PLUS SUMMARY REPORT-----

06/28/2000 11:44

LA GRANGE AUTOMOTIVE, LLC.

PAGE 1

VIN: 3B7KF23631G WCC: 300
Yr/Model: 2001 DODGE RAM 2500 P/U QUAD CAB

Current Odometer: 9002 Miles
In-Serv Date: 03/23/2000

-----VEHICLE SUMMARY-----

BodyStyle: BE/L34 Build Date: 01/28/2000 Hour: 20
Color 1: PR4A - Flame Red Clear Coat
2: QR4S - Flame Red Clear Coat
Engine: Engine- 5.9L Cummins 24V Diesel
Trans: Transmission - 4-Spd. Automatic,47RE BOOK: R
Seller: 42365 GREENSPOINT DODGE-HOUS CARLINE: T
Address: 11655 NORTH FREEWAY Zone: 62
City: HOUSTON
State/Province: TX Desc: TEXAS
Postal Code: 770603799
Country: USA Desc: UNITED STATES
Phone: 281.820.3355
Sale Type: 1-DIRECT RETAIL Last Odometer: 0 Miles on 02/04/2000

-----CUSTOMER NAME AND ADDRESS-----

**** CURRENT OWNER NAME ****
Title Code: 01 MB
First Name: [REDACTED]
Preferred Name:
Middle Initial:
Last Name: [REDACTED]
Address:
City: LAGRANGE
Province/State: TX TEXAS
Postal Code: [REDACTED]
Phones - Home: Bus:
Fax:
Language Pref: 010 ENGLISH
Country: USA UNITED STATES

-----ORIGINAL OWNER NAME-----

First Name: [REDACTED]
Middle Initial:
Last Name: [REDACTED]

-----SERVICE HISTORY (LAST 24 MONTHS)-----

Repair Date	Dealer/Payee	Claim #	Transaction Type
02/04/2000	42365-GREENSPOINT DODGE-HOUS I	PREPNV	PREPARATION
	LOP: 95900040 REIMBURSE TRNSFR FEE		
	LOP: 95900045 REIMBURSE TRNSFR FEE		

-----WARRANTY COVERAGE SUMMARY-----

WCC: 300	Original	Deduct	Expires	Remaining
BASIC:	36 Mos or 36000 Miles	0	03/23/2003	33 Mos or 26998 Miles
POWERTRAIN:	36 Mos or 36000 Miles	0	03/23/2003	33 Mos or 26998 Miles
PERFORATION:	60 Mos or 100000 Miles	0	03/23/2005	57 Mos or 90998 Miles

KY 13-53400

EMISSIONS: 60 Mos or 50000 Miles	0 03/23/2005 57 Mos or 40998 Miles
ADJUSTMENTS: 36 Mos or 36000 Miles	0 03/23/2003 33 Mos or 26998 Miles
AIR COND.: 36 Mos or 36000 Miles	0 03/23/2003 33 Mos or 26998 Miles
DIESEL ENG.: 60 Mos or 100000 Miles	0 03/23/2005 57 Mos or 90998 Miles
EX.FED.EMIS: 96 Mos or 80000 Miles	0 03/23/2008 93 Mos or 70998 Miles

In-Service Odometer: 17 Miles	Roadside Assistance	: YES
Master Shield : N/A	Transferable - Warranty	: N/A
Veh. Restrictions : NO RESTRICTIONS	- Service Contract:	NO

*** Above info has been adjusted in accordance to local laws ***

-----CURRENT VEHICLE TRANSFER INFORMATION-----

Restrictions: NO RESTRICTIONS
 WARRANTY ODOMETER LEFT: 74.994 * TIME LEFT: 91.133 *

WCC	MODEL YRS	BASIC	POWERTRAIN	DED	RUST PROTECTION
300	1995-96	3/36	3/36*	0	7/100
	1997-98	3/36	3/36*	0	5/100

NO TRANSFER IS NECESSARY. INFORM CHRYSLER OF SUBSEQUENT OWNER(S) NAME/ADDRESS BY USING D.I.A.L FUNCTION 75. NO TRANSFER FEE WILL BE CHARGED TO YOUR DEALERSHIP. *NOTE: DIESEL ENG. ONLY COVERED FOR 5/100. BALANCE OF P/T COMPONENTS ARE 3/36.

NO SERVICE CONTRACTS FOR THIS VEHICLE

Use 'VEHICLE OWNERSHIP INFO UPDATE/TRANSFER' on the VIP update menu to xfer.

-----SERVICE CONTRACT-----

NO SERVICE CONTRACTS FOR THIS VEHICLE

-----RECALL INFORMATION-----

Recall Number	Description	Launch Date	Repair Date
878	DIESEL FUEL TRANSFER PUMP	05/26/2000	

-----COMPLETE RECALLS-----

** NO COMPLETE RECALLS **

-----E N D O F R E P O R T-----

PE04-039

CHRYSLER

6-22-2004

ENCLOSURE 4

Legal Summaries

CCRG 01-02 BR-BE 2500-
3500

MATTER # 1137777
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 11/20/2003
DATE OF NOTICE 12/16/2003
MODEL/MODEL YEAR 2001 Dodge Ram 2500 Quad Cab
VIN 3B7KF23671G [REDACTED]
MILEAGE 46,000
OWNER [REDACTED]
Elmira, OR [REDACTED]
[REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move after shift to park: Owner alleges the vehicle jumped into reverse.
DESCRIPTION Owner alleges that he exited his vehicle while it was running and in the park position to load a large barrel into the pickup bed. Owner further alleges that he then went inside of a building and when he returned, his vehicle had allegedly jumped into reverse, rolled across the lot and hit a small wood pump building.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1134002
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	
DATE OF NOTICE	09/05/2003
MODEL/MODEL YEAR	2002 Dodge Ram 2500 Quad Cab
VIN	3B7KF23652 [REDACTED]
MILEAGE	23,736
OWNER	[REDACTED] [REDACTED] Alvin, TX [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Owner claims that he drove up on an incline with a 5000 lb. trailer attached to his vehicle and stopped, placed the vehicle in park, and exited the truck with the engine running. When the owner returned to the vehicle, it had rolled backwards and jackknifed the trailer at the bottom of the incline.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1138481
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 01/07/2004
DATE OF NOTICE 01/13/2004
MODEL/MODEL YEAR 2002 Dodge Ram 2500 Reg Cab
VIN 3B7KF26CX2 [REDACTED]
MILEAGE 55,981
OWNER [REDACTED]
Cosby, TN [REDACTED]
[REDACTED]

COURT
DOCKET #

ALLEGED DEFECT DESCRIPTION Emergency brake allegedly disengaged, allowing vehicle to roll back
Owner alleges that he stopped his vehicle on a hill to jump the battery of another vehicle, set the parking brake, exited the vehicle with the engine running, released the hood and went to the back of the truck to get jumper cables, when the park brake released and his vehicle rolled forward about four feet striking a piece of heavy equipment and damaging the front end and radiator of his vehicle.

INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1117736
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	04/28/2003
DATE OF NOTICE	04/15/2003
MODEL/MODEL YEAR	2002 Dodge Ram 2500 Quad Cab
VIN	3B7KF23672 [REDACTED]
MILEAGE	25,907
OWNER	[REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT DESCRIPTION	Vehicle unintentionally moved with parking brake engaged Owner alleges was parked in the driveway with the engine running and the parking brake set. Owner alleges the parking brake did not hold vehicle , which rolled causing damage.
INJURIES	None
FATALITIES	None
ANALYSIS	

MATTER #	1137309
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	12/02/2003
MODEL/MODEL YEAR	2001 Dodge Ram 3500 Reg Cab
VIN	3B7MF36611 [REDACTED]
MILEAGE	Unknown
OWNER	[REDACTED] [REDACTED] Haverhill, MA [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move after shift to park
DESCRIPTION	Owner alleges he drove vehicle to a client's house, pulled into the driveway, placed vehicle in Park, left engine running without setting parking brake, and exited the vehicle a few minutes later to walk to the front door. While he was ringing the doorbell, he heard a bang, and witnesses told him that the vehicle backed out of the driveway, did a sharp u-turn and hit a tree.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1133773
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT Unknown
DATE OF NOTICE 08/28/2003
MODEL/MODEL YEAR 2001 Dodge Ram 2500 Quad Cab
VIN 1B7KF236X1 [REDACTED]
MILEAGE 52,905
OWNER [REDACTED]
Riverton, U [REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move after shift to park
DESCRIPTION Owner alleges he parked his truck, applied the parking brake, and started to load his Bobcat skidder onto a trailer attached to the truck. As he reached the top of the loading ramp, the weight of the Bobcat raised the rear wheels of the truck up, which he states always happened to him during the loading process, and at that point, the truck started to move down the incline. Owner was unable to stop the truck before it went over an embankment and down a steep slope, causing damage to the shell and bed of the truck.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1129798
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 04/30/2003
DATE OF NOTICE 06/17/2003
MODEL/MODEL YEAR 2002 Dodge Ram 2500 Reg Cab
VIN 3B7KF26612 [REDACTED]
MILEAGE Unknown
OWNER [REDACTED]

COURT

DOCKET #

ALLEGED DEFECT Inadvertent move rearward after shift to park

DESCRIPTION Allegation that a parked vehicle backed into a gate. Unknown if engine was running.

INJURIES None

FATALITIES None

ANALYSIS

MATTER # 1140951
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 01/08/2004
DATE OF NOTICE 03/19/2004
MODEL/MODEL YEAR 2001 Dodge Ram 3500 Quad Cab
VIN 1B7MC3366 [REDACTED]
MILEAGE 55,429
OWNER [REDACTED]
Peoria, AZ [REDACTED]
[REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move after shift to park
DESCRIPTION Owner claims his transmission jumped from park to reverse and the vehicle ran over him causing injuries and eventually ending up in a river. Unclear if engine was running.
INJURIES [REDACTED] L.: Shoulder – bruises
[REDACTED] L.: Leg - bruises
[REDACTED] L.: Wrist - broken right wrist
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

PE04-039

CHRYSLER

6-22-2004

ENCLOSURE 4

Legal Summaries

CCRG 03-04 DR 1500

MATTER #	1130077
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	06/16/2003
DATE OF NOTICE	06/19/2003
MODEL/MODEL YEAR	2003 Dodge Ram 1500 SLT Quad Cab 4x2
VIN	1D7HA18N43 [REDACTED]
MILEAGE	Unknown
OWNER	[REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Transmission allegedly jumped out of park into reverse
DESCRIPTION	Allegation that the vehicle jumped out of park into reverse and rolled into two other vehicles. It is unknown whether the engine was running.
INJURIES	None
FATALITIES	None
ANALYSIS	Unable to provide an analysis at this time due to insufficient information.

MATTER # 1128453
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 06/03/2003
DATE OF NOTICE 06/03/2003
MODEL/MODEL YEAR 2003 Dodge Ram 1500 SLT Quad Cab 4x2
VIN 1D7HA18Z93 [REDACTED]
MILEAGE Unknown
OWNER [REDACTED]
Scottsdale, AZ [REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Parked, running vehicle allegedly shifted into reverse
DESCRIPTION Owner alleges his son left the vehicle running and went to retrieve mail from the mailbox. The son alleges he heard a noise and the vehicle reversed past him, hitting the mailbox and stopping against a fence.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1122666
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 04/24/03
DATE OF NOTICE 05/13/2003
MODEL/MODEL YEAR 2003 Dodge Ram 1500 SLT Quad Cab 4x2
VIN 1D7HA18D13 [REDACTED]
MILEAGE 6,918
OWNER [REDACTED]
Sebastian, F [REDACTED]

COURT
DOCKET #

ALLEGED DEFECT Inadvertent move after shift to park
DESCRIPTION Owner alleges his transmission was engaged in park, he moved to the rear of the vehicle with the motor running, and the transmission came out of park, causing the vehicle to move backward.

INJURIES None
FATALITIES None

ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1132596
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	06/25/2003
DATE OF NOTICE	08/14/2003
MODEL/MODEL YEAR	2003 Dodge Ram 1500 SLT Quad Cab 4x4
VIN	1D7HU18N93 [REDACTED]
MILEAGE	5,270
OWNER	[REDACTED]
	Jersey City, N [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Owner alleges that vehicle disengaged out of Park, after it had been parked on a decline for four hours, and rolled backwards down a hill into a pole, denting the rear bumper. It is unclear whether the engine was on at the time of the incident.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

PE04-039

CHRYSLER

6-22-2004

ENCLOSURE 4

Legal Summaries

CCRG subj veh 03-04 DR

2500-3500

MATTER #	1137428
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	11/29/03
DATE OF NOTICE	12/04/2003
MODEL/MODEL YEAR	2004 Dodge Ram 2500 SLT Quad Cab 4x4
VIN	3D3KU28C64 [REDACTED]
MILEAGE	6,134
OWNER	[REDACTED] Whippany, NJ [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park: Owner alleges slip from park
DESCRIPTION	Owner alleges that he pulled over to talk with his wife. He claims that he placed the vehicle in park, left the vehicle running, exited the vehicle, did not engage the parking brake, and the vehicle rolled down a hill into reverse and hit another vehicle.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1141694
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	04/08/2004
DATE OF NOTICE	04/14/2004
MODEL/MODEL YEAR	2004 Dodge Ram 3500 SLT Quad Cab 4x4
VIN	3D7LU38C54 [REDACTED]
MILEAGE	4,500
OWNER	[REDACTED] Fairplay, CO [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park: Owner claims the transmission shifted into "Reverse"
DESCRIPTION	Owner alleges he stopped along the roadway to assist another motorist involved in a roll over accident. The owner and his wife exited their truck, left the engine running and the shifter allegedly in park. Owner claims the truck then began to move backwards, about 200 feet, striking his wife with the open driver's side door. Before the owner could catch up with he moving vehicle, the door "brushed along" the other motorist's vehicle that had originally rolled over.
INJURIES	[REDACTED] Bruising – Leg
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1143331
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 05/19/2004
DATE OF NOTICE 05/21/2004
MODEL/MODEL YEAR 2004 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28C24 [REDACTED]
MILEAGE 2,176
OWNER [REDACTED]
Woodstock, MN [REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move rearward after shift to park
DESCRIPTION Leasing company claims vehicle jumped from park to reverse and rolled backwards. It is unclear whether the vehicle was running at the time of the incident.
INJURIES None
FATALITIES None
ANALYSIS Unable to provide an analysis at this time due to insufficient information.

MATTER #	1137143
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	11/15/03
DATE OF NOTICE	11/25/2003
MODEL/MODEL YEAR	2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN	3D7KU28C23G [REDACTED]
MILEAGE	1,000
OWNER	[REDACTED] Milford, DE [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Vehicle allegedly came out of park into reverse while running with no driver in the vehicle
DESCRIPTION	Owner alleges that he put his vehicle into park, left the front door open, exited the vehicle to do some work on the chicken house, when the vehicle started to go rearward and hit a pole.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1136391
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 10/28/2003
DATE OF NOTICE 11/04/2003
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28C03 [REDACTED]
MILEAGE 9,500
OWNER [REDACTED]
Cottonport, LA [REDACTED]
[REDACTED]

COURT
DOCKET #

ALLEGED DEFECT Vehicle inadvertently jumped out of park and into reverse

DESCRIPTION Owner alleges that on one occasion he stopped his truck, left it running, exited the vehicle, and it rolled backwards. He was able to jump in and stop it. Owner states that this happened a second time and vehicle backed into a fence damaging the tailgate and the fence.

INJURIES
FATALITIES

ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1133971
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 09/03
DATE OF NOTICE 09/03/2003
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28C53 [REDACTED]
MILEAGE 12,747
OWNER [REDACTED]
Springboro, OH [REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move rearward after shift to park: Owner alleges vehicle jumped out of park into reverse
DESCRIPTION Owner alleges he pulled straight into a parking spot that was on a downhill slant, put the shift lever into park, and exited the vehicle with the engine running. Owner claims that while in line in the store, he heard a crash and that his vehicle had allegedly backed up a hill by itself and collided with another vehicle.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1133095
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR #
DATE OF INCIDENT 08/06/2003
DATE OF NOTICE 08/21/2003
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28CX3 [REDACTED]
MILEAGE 12,854
OWNER [REDACTED]
Great Falls, M [REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move after shift to park
DESCRIPTION Owner alleges he was in parking lot, exited the vehicle with the engine running, began unloading things from the vehicle, and the vehicle started to roll backwards, eventually striking another vehicle and a fence.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1135854
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	10/21/2003
MODEL/MODEL YEAR	2004 Dodge Ram 3500 SLT Quad Cab 4x4
VIN	3D7LU38C44 [REDACTED]
MILEAGE	3,699
OWNER	[REDACTED] Hudson, FL [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Vehicle allegedly shifted from park to reverse by itself with the engine running
DESCRIPTION	Owner claims she stopped to see her brother-in-law, pulled into his circular driveway, left the motor running, went inside for a short time, and a neighbor came to the door to say that the vehicle was across the road in a ditch. Owner alleges the vehicle went into reverse by itself, backed into a utility pole, and damaged the quarter panel, bumper, and tailgate.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1130709
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT Unknown
DATE OF NOTICE 07/08/2003
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28693 [REDACTED]
MILEAGE 11,930
OWNER [REDACTED]
Crowley, T [REDACTED]
(817) 297-2824
(817) 980-2583 - cell

COURT
DOCKET #
ALLEGED DEFECT Inadvertent move rearward after shift to park
DESCRIPTION Owner claims his vehicle moved rearward with the transmission in the "park" mode. At the time, the owner had his boat hooked up to the truck, which jack knifed, damaging the side of the truck.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1130197
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	06/24/2003
MODEL/MODEL YEAR	2003 Dodge Ram 2500 SLT Quad Cab 4x2
VIN	3D7KA28C73 [REDACTED]
MILEAGE	Unknown
OWNER	[REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Owner alleges that the vehicle went out of park into reverse and hit an 18 wheeler.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1129745
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	06/05/2003
DATE OF NOTICE	06/16/2003
MODEL/MODEL YEAR	2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN	3D7KU28603 [REDACTED]
MILEAGE	11,059
OWNER	[REDACTED] Bonita, LA [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Vehicle allegedly jumped out of gear
DESCRIPTION	Owner claims he parked his vehicle on level concrete, left the motor running, and exited the vehicle with the shift lever allegedly in park. He was in the store for about 10 minutes and when he returned, the truck had backed up across the street and into some protective sign posts, damaging the rear bumper and scraping the quarter panel. Owner believes the shift lever was in reverse when he returned to the vehicle.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1135859
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	10/21/2003
MODEL/MODEL YEAR	2003 Dodge Ram 2500 St Reg Cab 4x4
VIN	3D7KU26C73 [REDACTED]
MILEAGE	1,273
OWNER	[REDACTED] Boulder, CO [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Customer claims that the vehicle jumped out of park into reverse while the engine was running when he went to retrieve mail from the mail box, causing minor body damage to the bumper of the vehicle.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1141022
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 03/17/2004
DATE OF NOTICE 03/23/2004
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x2
VIN 3D7KA28693 [REDACTED]
MILEAGE 95,114
OWNER [REDACTED]
Baytown, TX [REDACTED]
[REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move after shift to park; Vehicle allegedly jumped out of gear
DESCRIPTION Owner alleges she was a passenger in her vehicle, stopped at a red light, put the vehicle in Park to go through some papers with the driver, and the vehicle suddenly jerked back into the vehicle behind them, causing vehicular damage and injury to the driver behind.
INJURIES [REDACTED] Unknown
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1139268
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 02/03/2004
DATE OF NOTICE 02/04/2004
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28C53 [REDACTED]
MILEAGE 11,734
OWNER [REDACTED]
Chestertown, NY [REDACTED]
[REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move after shift to park; Allegedly jumps out of gear
DESCRIPTION Owner alleges that his vehicle jumped out of park while he was behind it and ran over his foot.
INJURIES [REDACTED] Feet - broken foot
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1139499
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 02/09/2004
DATE OF NOTICE 02/10/2004
MODEL/MODEL YEAR 2004 Dodge Ram 3500 SLT Quad Cab 4x4
VIN 3D7MU48C64 [REDACTED]
MILEAGE 6,694
OWNER [REDACTED]
Silva, MO [REDACTED]
[REDACTED]

COURT

DOCKET #

ALLEGED DEFECT Inadvertent move after shift to park; Allegedly jumps out of gear/park

DESCRIPTION Owner alleges that twice he had his truck in park with the engine running and it jumped out of park into reverse and rolled backwards. The first time, owner completed filling up his vehicle with gas, pulled up the front to pay, exited the vehicle with the engine running, and the truck allegedly jumped out of park, rolled backwards and damaged the rear bumper and fender. The second time, owner pulled up to a gate at the entrance of his property and put the shift lever in park, got out with the engine running to open the gate, and the truck allegedly starting rolling backwards. Owner ran after it, reached in, and was able to press the brake with his hand.

INJURIES None

FATALITIES None

ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1130680
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 06/15/2003
DATE OF NOTICE 07/08/2003
MODEL/MODEL YEAR 2003 Dodge Ram 3500 SLT Quad Cab 4x4
VIN 3D7MU48693G [REDACTED]
MILEAGE 7,943
OWNER [REDACTED]
Monticello, WI [REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Vehicle allegedly rolled out of park
DESCRIPTION Owner alleges vehicle jumped out of park and rolled down an incline causing damage to the vehicle.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1141586
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	03/25/2004
DATE OF NOTICE	04/08/2004
MODEL/MODEL YEAR	2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN	3D7KU286X3 [REDACTED]
MILEAGE	36,000
OWNER	[REDACTED] Monte Vista, CO [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Sudden acceleration
DESCRIPTION	Owner's wife alleges she went to pull out of a parking space, but the vehicle did not go into drive and rather accelerated into reverse, causing owner to hit a tree. Owner claims she tried the brakes but they did not work well because everything happened so fast. Owner stated she went to put the vehicle in drive again for the second time and the vehicle did not engage in drive, but rather reverse again, causing owner to mow down several fence post before being stopped by a steel building.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the operator had her foot on the accelerator thinking she had her foot on the brake, causing the vehicle to move.

MATTER #	1135723
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	10/10/2003
DATE OF NOTICE	10/16/2003
MODEL/MODEL YEAR	2004 Dodge Ram 2500 SLT Quad Cab 4x4
VIN	3D7KU28C94G [REDACTED]
MILEAGE	3,187
OWNER	[REDACTED] Eugene, OR [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Owner alleges that he had gone to a neighbor's house to inquire about something and left his vehicle running in park. As his son was exiting the vehicle, the vehicle allegedly started moving backwards. The passenger door struck another parked vehicle and damaged the front fender and the passenger door on his vehicle. The parking brake was not set and the vehicle was parked on a level surface.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1136750
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 11/07/2003
DATE OF NOTICE 11/13/2003
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28C93G [REDACTED]
MILEAGE 8,818
OWNER [REDACTED]
Mohawk, NY [REDACTED]
[REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move after shift to park
DESCRIPTION Owner alleges he parked his vehicle on an upward incline, placed it in park, left the vehicle running without applying the parking brake, and the vehicle allegedly shifted into reverse on its own and rolled back into a parked vehicle.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1135934
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 10/17/03
DATE OF NOTICE 10/22/2003
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D3KU28C63 [REDACTED]
MILEAGE 8,791
OWNER [REDACTED]
Hillsdale, NJ [REDACTED]
[REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move after shift to park
DESCRIPTION Owner alleges he parked his vehicle outside a store and left the engine running. When he came back out from the store, his vehicle had rolled backward across the parking lot and hit a poll.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1134211
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	8/31/2003
DATE OF NOTICE	09/11/2003
MODEL/MODEL YEAR	2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN	3D7KU28C43 [REDACTED]
MILEAGE	7,916
OWNER	[REDACTED] Horicon, W [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Owner alleges he was towing boat and trailer to go fishing. He stopped at a liquor store to get some ice, parked, left the engine running, did not apply the parking brake, and went into the store. When he came out, he found that the truck had rolled back and jackknifed into the boat trailer damaging the left side of his truck.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1140284
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 02/26/2004
DATE OF NOTICE 03/02/2004
MODEL/MODEL YEAR 2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28CX3 [REDACTED]
MILEAGE 9,050
OWNER [REDACTED]
Delta, OH [REDACTED]
[REDACTED] cell
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move rearward after shift to park
DESCRIPTION Owner alleges that he parked at a bank, left the engine running, and went in. Owner alleges that the vehicle jumped from park to reverse, rolled from the bank's parking lot, hit a sign and a utility pole, and came to rest in the street.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1141742
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	04/14/2004
DATE OF NOTICE	04/15/2004
MODEL/MODEL YEAR	2003 Dodge Ram 3500 SLT Reg Cab 4x4
VIN	3D7MU46673 [REDACTED]
MILEAGE	18,466
OWNER	[REDACTED] Cedar Rapids, IA [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Owner alleges his vehicle jumped out of gear from park to reverse while the engine was running and the vehicle was unattended. Both the vehicle and the trailer it was parked in front of were damaged.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1143274
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 05/17/2004
DATE OF NOTICE 05/20/2004
MODEL/MODEL YEAR 2004 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28C14G [REDACTED]
MILEAGE 6,056
OWNER [REDACTED]
Johnstown, CO [REDACTED]
[REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Vehicle allegedly jumps out of Gear/Park
DESCRIPTION Owner claims that vehicle "popped out of park" while the engine was running and rolled down an incline, striking another vehicle. Owner states that the vehicle was not on an incline and when her returned to the vehicle, the shift lever was in reverse.
INJURIES None
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1131824
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	7/12/03
DATE OF NOTICE	07/29/2003
MODEL/MODEL YEAR	2003 Dodge Ram 3500 SLT Quad Cab 4x4
VIN	3D7MU486X3 [REDACTED]
MILEAGE	Unknown
OWNER	[REDACTED]
COURT	Kilgore, T [REDACTED]
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Owner alleges his truck jumped out of reverse and slid into a lake while the engine was running.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1141578
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 04/03/2004
DATE OF NOTICE 04/07/2004
MODEL/MODEL YEAR 2004 Dodge Ram 3500 SLT Quad Cab 4x4
VIN 3D7LU38C94 [REDACTED]
MILEAGE 3,104
OWNER [REDACTED]
Rye, CO [REDACTED]
[REDACTED]

COURT
DOCKET #

ALLEGED DEFECT Inadvertent move rearward after shift to park

DESCRIPTION Owner alleges vehicle was left running in what he thought to be park while shopping at a hardware store. Owner claims he was in the store for no more than ten minutes when he looked out and saw the vehicle rolling backward, eventually striking another vehicle.

INJURIES None

FATALITIES None

ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER #	1141005
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	03/18/2004
DATE OF NOTICE	03/22/2004
MODEL/MODEL YEAR	2004 Dodge Ram 2500 SLT Quad Cab 4x4
VIN	3D7KU28C64 [REDACTED]
MILEAGE	2,400
OWNER	[REDACTED] Springfield, OR [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move rearward after shift to park
DESCRIPTION	Owner alleges his vehicle was in park and then went into reverse on its own. Owner claims the vehicle was sitting in park when he got out to open the tailgate in order to put something in the back. He then walked about 40 feet and turned around and the vehicle was coming at him. The vehicle eventually hit a dumpster.
INJURIES	None
FATALITIES	None
ANALYSIS	Unable to provide analysis due to insufficient information.

MATTER #	1119831
FILE TYPE	Litigation Claim
FILE NAME	[REDACTED]
CAIR #	[REDACTED]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	04/25/2003
MODEL/MODEL YEAR	2003 Dodge Ram 2500 SLT Quad Cab 4x4
VIN	3D7KU28663 [REDACTED]
MILEAGE	18,870
OWNER	[REDACTED] Chesapeake, VA [REDACTED] [REDACTED]
COURT	
DOCKET #	
ALLEGED DEFECT	Inadvertent move after shift to park
DESCRIPTION	Owner alleges that on more than one occasion he put the shift lever in the park position with the engine running, and the vehicle rolled backwards. On one such occasion, the vehicle allegedly rolled backwards, crossing a parking lot, striking a tree, and causing damage to the right rear quarter panel.
INJURIES	None
FATALITIES	None
ANALYSIS	Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

MATTER # 1139673
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR # [REDACTED]
DATE OF INCIDENT 02/12/2004
DATE OF NOTICE 02/13/2004
MODEL/MODEL YEAR 2004 Dodge Ram 2500 SLT Quad Cab 4x4
VIN 3D7KU28C84 [REDACTED]
MILEAGE 6,000
OWNER [REDACTED]
Scio, OR [REDACTED]
[REDACTED]

COURT
DOCKET #

ALLEGED DEFECT Inadvertent move rearward after shift to park
DESCRIPTION Owner alleges he took the vehicle to a gas station, placed the shift lever in park, did not set parking brake, and left the engine running while he went inside. When he looked outside, his vehicle was moving backwards and rear ended a dump truck.

INJURIES [REDACTED] Unknown
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of the owner, inspection and evaluation of the accident vehicle, DaimlerChrysler Corporation concludes that the vehicle operated as designed and that no manufacturing defect existed that would have contributed to the incident as alleged.

PE04-039

CHRYSLER

6-22-2004

ENCLOSURE 4

Legal Summaries

PL 01-02 BR-BE 2500-3500

MATTER # 1095886
FILE TYPE Litigation Lawsuit
FILE NAME [REDACTED]
CAIR #
DATE OF INCIDENT 06/07/2000
DATE OF NOTICE 06/25/2002
MODEL/MODEL YEAR 2001 Dodge Ram 2500 Quad Cab
VIN 3B7KF23631G [REDACTED]
MILEAGE Unknown
OWNER [REDACTED]
COURT 269th Judicial District Court of Harris County, Texas
DOCKET # 200228906
ALLEGED DEFECT Defective automatic transmission lever; Inadvertent move rearward after shift to park
DESCRIPTION Owner [REDACTED] alleges he drove his vehicle to a cleaners to drop off some of his dry cleaning. [REDACTED] decided to leave the engine running while he took his laundry into the dry cleaners. [REDACTED] alleges he placed the shift lever into park and that as he was exiting the truck, it began to roll backwards for approximately 15 feet as he ran after it. Then the truck abruptly thrust forward toward [REDACTED] knocking him over. He got up and attempted to stop it, but was unable to, and the vehicle dragged him as it crashed into a frame shop and came to a stop.
INJURIES [REDACTED]: Elbow
[REDACTED] Shoulder - torn right shoulder rotator cuff
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's investigation, including statements of eyewitnesses, inspection and evaluation of the accident vehicle and the accident scene, DaimlerChrysler Corporation concludes that the operator either exited the vehicle with the shift lever in selected "reverse" position with the engine running, or that his grandson moved the shift lever from the "park" position into "reverse" while the engine was running, because as [REDACTED] began to exit the vehicle, it started rolling backwards and proceeded for about 15 feet. DaimlerChrysler Corporation further concludes that [REDACTED] grandson next moved the shift lever into the "drive" position because the vehicle then abruptly started moving forward, knocking [REDACTED] over. After the incident, the shift linkage was found to be out of adjustment.

MATTER # 1131386
FILE TYPE Litigation Lawsuit
FILE NAME [REDACTED]
CAIR #
DATE OF INCIDENT 05/06/2003
DATE OF NOTICE 07/21/2003
MODEL/MODEL YEAR 2002 Dodge Ram 2500 Quad Cab
VIN 3B7KC23682 [REDACTED]
MILEAGE Unknown
OWNER [REDACTED]
COURT 23rd Judicial District Court of Wharton County, Texas
DOCKET # [REDACTED]
ALLEGED DEFECT Defective transmission gear shift system; Inadvertent move rearward after shift to park
DESCRIPTION Owner [REDACTED] alleges he placed his vehicle into park and got out of the vehicle, with the engine running, to close the gate behind him when the vehicle allegedly "slipped" into reverse and began backing up, dragging [REDACTED] some distance before hitting a fence post and coming to a stop.
INJURIES [REDACTED] Unknown
FATALITIES None
ANALYSIS Based upon DaimlerChrysler Corporation's initial investigation into this matter, DaimlerChrysler Corporation believes at this point that [REDACTED] [REDACTED] xited the vehicle while it was running, with the shift lever in selected or indicated "reverse." The vehicle lingered momentarily due to the uneven ground and then began to move rearward, striking and dragging [REDACTED] who was behind the vehicle.

MATTER # 1140232
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR #
DATE OF INCIDENT 07/27/2003
DATE OF NOTICE 03/01/2004
MODEL/MODEL YEAR 2001 Dodge Ram 3500 Quad Cab
VIN 1B7MF33681 [REDACTED]
MILEAGE Unknown
OWNER [REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move rearward after shift to park
DESCRIPTION The deceased [REDACTED] was found in a field underneath his truck with the engine running. It is unclear whether the vehicle was in "drive" or "neutral" when found.
INJURIES [REDACTED] Death - Chest – Crushing wound.
FATALITIES [REDACTED]
ANALYSIS Unable to provide an analysis at this time due to insufficient information.

PE04-039

CHRYSLER

6-22-2004

ENCLOSURE 4

Legal Summaries

PL 03-04 DR 1500

MATTER # 1141382
FILE TYPE Litigation Claim
FILE NAME [REDACTED]
CAIR #
DATE OF INCIDENT 11/28/2003
DATE OF NOTICE 04/01/2004
MODEL/MODEL YEAR 2003 Dodge Ram 1500
VIN 1D7HA18DX [REDACTED]
MILEAGE Unknown
OWNER [REDACTED]
Birmingham, AL [REDACTED]
COURT
DOCKET #
ALLEGED DEFECT Inadvertent move rearward after shift to park
DESCRIPTION Owner/driver [REDACTED] was found dead and pinned underneath the vehicle. Witnesses told police that they found the gear shift lever in "reverse" and the vehicle running.
INJURIES [REDACTED] : Death
FATALITIES [REDACTED] Death
ANALYSIS Unable to provide an analysis at this time due to insufficient information.

CUSTOMER COMPLAINTS

Vin	1D7HA18D1	3	Cair #	11193994	Open Date	4/25/03	
Model	DR1H41	Model Year	03	Built Date	12/12/02		
In Service Dt	1/25/03	Dealer	41373	Dealer Zone	66	Mileage	6000
Last Name		Middle Int		First Name		Contact Type	T
Address				Home Phone			
City	SEBASTIAN	State	FL	Country	USA	Zip	
Remark	text						

Product in Accident	owner states vehicle took off in reverse, pinned a person to a tree.
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**** Begin structured narrative SI POLICY FIRE OR ACCIDENT ****

Owner Alleges:

1st owner alleges vehicle took off in reverse after he exited it with engine running and gearshift in PARK. Alleges a by-stander friend tried to slow the vehicle by grabbing open driver's door, and was pinned between door and a tree. States dealer inspected shift linkage and found no faults, but he's requesting DCX inspect for cause and repair damage to door.

Description of the incident (what, when, where, injuries, etc)

States this happened about 9pm on 4-24 at Dodgertown ballpark in Vero Beach, FL. States he got out of truck to show friend his tonneau cover. States he didn't engage parking brake. States while he and friend were standing behind it, it began rolling then took off. States by the time he hopped in and hit the brakes, the open door had already pinned friend with his back up against a tree. States he didn't notice what position the gear-shift was in after this happened. States door is splayed, and doesn't open/close properly. States friend is sore, but hasn't sought medical attention.

Has the owners insurance company been contacted ?

Yes.

If yes provide name/policy number and phone number

States he filed claim with First Floridian Travelers. Agent Renee Rosario 800-842-5609 x4076. States they haven't inspected door yet yet, but are planning to.

Where is the vehicle exactly located (provide name/address/phone #)

States it's at his house... CAIR address.

Is there property damage or other vehicles involved in the accident?

No.

Has a Police or Fire report been filed (what municipality & report #)

States police were not contacted.

**** End structured narrative SI POLICY FIRE OR ACCIDENT ****

CUSTOMER COMPLAINTS

Vin	1D7 1829 3	Cair #	11317781	Open Date	6/2/03
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Model	DR1H41	Model Year	03	Built Date	11/12/02
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In Service Dt	4/27/03	Dealer	08625	Dealer Zone	71	Mileage	1786
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Last Name		Middle Int		First Name		Contact Type	T
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Address		Home Phone	
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City	SCOTTSDALE	State	AZ	Country	USA	Zip	
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Remark	text
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Transmission / Transaxle Inquiry

060203, service manager notified district manager that owner is stating that his vehicle did not stay in park and fell into reverse. Vehicle rolled back and hit fence. Owner left vehicle running, damage done to vehicle. Owner alleged that when placed in park (by looking at the shift indicator). Owner is requesting an inspection to vehicle, prior to repair / responsibility. Dealership could not duplicate the concern, shift linkage working as per design. District manager to forward file to mhm1 for inspection process. thank you.

6/16/03 Owner calls requesting reference number. Owner requests status of file and decision. Writer advises that there have not been any updates in this file since 6/2. MAS189

6/16/03. Owner calls seeking an update. Writer advised owner are no updates at this time. Left message for MHM1 regarding above.

6-18 Owner calls regarding an update. Reviewed with MHM1 and this file was forwarded to 82T. Advised owner he will be contacted eventually. Owner states this kind of delay may impact his future purchase decisions. Owner called seeking update. Owner claims that he has heard nothing since the last time he called DCCAC. Writer sent message to MHM1 requesting update. Owner can be reached at [REDACTED]

Owner calls for update and writer [REDACTED]sted an update from the department who is handling the concern when he last called. Writer states he should be receiving a phone call or letter in the mail.