Masterfiles / CSC
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Custard Insurance Adjusters, Inc.

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

March 3, 2005

ADDRESS REPLY TO:
2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

California Casualty Insurance Co.
P.O. Box 39700
Colorado Springs, CO 80949

ATTENTION: Darlene DeCicco

Your File/Claim #: [redacted]
Your Insured:
Date of Loss: 01/11/2005
Our File #: [redacted]

INTERIM REPORT

STATUS:

Per our telephone conversation with you on today's date, we have continued our contact with the insured, [redacted], and her fiancé, [redacted], to determine the policyholder's current desire to begin replacing her personal property. According to Ms. [redacted] repairs to her condo will be completed an estimated 60 to 90 days from today. She will then begin to look for replacement furniture and other belongings which were destroyed in the fire. She is not in any position at this time to request any payment advance regarding her contents claim.

In regards to any additional living expense, as you and I discussed, Ms. [redacted] has asked if it would be possible for her to be reimbursed for the additional mileage required of her to drive between her current temporary residence with her fiancé to work as opposed to driving from her condo. She has estimated the additional mileage averages approximately 30 miles per day or 150 miles per week. Once she returns to her home, we will sit down with her to reach an amicable settlement figure concerning any additional cost incurred while residing with her fiancé along with some type of daily allowance. This will be forwarded to you for your review and consideration for payment.

SUBROGATION:

Per our first report dated January 31, 2005, all involved parties, including the owner of the vehicle which is believed to have caused the fire, the service center which completed the repairs the day before and Volkswagen America have all been put on notice of the company's subrogation rights. We received a return phone call from Carol Guastelle, with Volkswagen America, 600 Sylvan Avenue, Englewood Cliffs, New Jersey 07362, telephone (201) 227-7908 who requested we provide her with all

custard insurance adjusters, inc.

ADDRESS REPLY TO:

2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

January 31, 2005

California Casualty Insurance Co.
P.O. Box 39700
Colorado Springs, CO 80949

ATTENTION: Darlene DeCicco

Your File/Claim #: [redacted]
Your Insured:
Date of Loss: 01/11/2005
Our File #: [redacted]

FIRST REPORT

ENCLOSURES:

1. Photographs
2. Signed Receipt for Drafts
3. Fire Incident Report
4. Non-Salvageable Contents List
5. Subrogation Letters
6. Contents List for Cleaning
7. Non-Salvageable Contents Disposed at Property
8. Condo Association CC&Rs
9. Time Service Sheet
10. Interim Service Invoice

ASSIGNMENT:

This assignment was received via facsimile transmittal on January 13, 2005 from company adjuster, Darlene DeCicco, requesting we conduct a full investigation in regards to a fire loss at the insured risk location. We were asked to contact the insured's fiancé, [redacted] to arrange the inspection due to the insured being incapacitated from a serious illness. Mr. [redacted] was immediately contacted and arrangements made to conduct our inspection of the fire damage on January 14, 2005. Prior to our meeting with Mr. [redacted] we received two drafts issued payable to the insured for advance payments for contents in the amount of $1000.00 and a $500.00 advance for additional living expense. These two drafts were given to Mr. [redacted] during our appointment, to which a short written statement was taken and signed by him verifying this exchange.

DATE, TIME & PLACE:

This fire loss occurred on January 11, 2005 at approximately 6:42 PM at the insured risk location of [redacted] in Golden, CO.

DESCRIPTION OF SCENE:

The insured's condominium is one of eight individual units located in the frame composition building. The main floor of the structure consists of garages with four individual units on each of the two above floors.

DESCRIPTION OF OCCURRENCE:

The Cause & Origin of this fire was the ignition of an automobile parked inside the garage directly beneath the insured's condominium. The fire originated in the vehicle and spread to a motorcycle, at which time the smoke alarm was activated in the insured's condo. The insured's fiancé immediately called the fire department. Mr. [redacted] was able to enter the front entrance of the garage area and attempted to reach the automatic garage door opener button, but was unable to do so due to the extreme heat from the fire. Mr. [redacted] exited the building and immediately following the arrival of the Genesee Fire & Rescue Emergency Personnel, an explosion erupted from the fire to the automobile, causing the flames to rise into the first and second floor condominiums where smoke and fire damage was caused.

INSURED:

The named insured on the policy is [redacted] residing at [redacted] Road in Golden, CO. As mentioned previously in this report, Ms [redacted] has been suffering from a medical condition which has prevented her from participating in the handling of her claim. We received a phone call from her on January 13, 2005 authorizing her fiancé, [redacted] to represent her interests in this claim until she has recovered medically to represent herself.

COVERAGE:

Coverage is afforded by California Casualty Insurance Company under policy [redacted] providing structural coverage in the amount of $10,000.00, contents coverage in the amount of $36,000.00 and additional living expense in the amount of $14,400.00 all subject to a $250.00 deductible. It appears at this time there are no coverage questions and it is our opinion, the policy provides coverage for replacement cost for the structure to be insured to value.

STRUCTURAL DAMAGE:

As can be seen in the photos, the majority of the structural damage to the insured's condo unit is to the exterior, which is covered by the Condo Association Master Policy. Under Article 8, Section 5 of the CC&Rs, it states "In the event of loss, damage, or destruction by fire or other casualty to any property covered by insurance written in the name of the association or for which the association is named as coinsured, whether in its own name or as trustee, the board shall, upon receipt of the insurance proceeds, contract to repair, reconstruct, or rebuild any damaged or destroyed portions of the general or special common properties to as good condition as formally existed." Under Article 9, under damage or destruction under Section 1 "the association is responsible as soon as practical after an event causing damage to or destruction of any part of the general or special common properties, the association shall obtain an estimate or estimates that it deems reliable and complete of the cost of repair and reconstruction of that part of the common property so damaged or destroyed". Under Section 2 of the same Article, the CC&Rs state "as soon as practical after obtaining estimates, the association shall diligently pursue to complete the repair and reconstruction of the part of the common property damaged or destroyed.' It is our belief, from speaking with several representatives of the condo association; the master policy covers the structure from the exterior paint to the interior paint. Once we are able to determine exactly what repairs will be covered by the master policy, we will provide you with a cost estimate for repairs to be considered under the structural coverage of the insured's policy..

PERSONAL PROPERTY/CONTENTS:

Immediately following our initial meeting with Mr. [redacted] contact was made with fire restoration company, COCAT, and an appointment scheduled to meet again with Mr. [redacted] in order to arrange for the pack-out of all personal property of the insured's from the fire damaged unit. A follow-up visit was held at the risk location on January 18, 2005 between myself, Mr. [redacted] and representatives of COCAT Restoration Company. Mr. [redacted] approved the use of COCAT and signed a work order authorization for them to completely pack-out all personal contents belonging to Ms [redacted]. This pack-out was completed on January 19, 2005, after which we have been provided with several lists from COCAT itemizing non-salvageable items that are currently being stored at the COCAT warehouse awaiting approval to be disposed of, a listing of tagged large items currently at COCAT warehouse being cleaned, itemized listing of non-salvageable items that were disposed of at the time of the pack-out and a complete listing of all boxed items also at COCAT in the cleaning process. In regards to the non-salvageable items, we will be contacting the insured once we are advised her health will allow a meeting with her, at which time we will review and list along with costs all disposed of personal property to be provided to you for your consideration. In regards to the items currently being cleaned, once the restoration

costs are provided to us, we will again provide those to you for your review and consideration.

During our phone conversation with you on January 17, 2005, we informed you the insured's fiancé, [redacted], was residing with her at the time of the fire while his residence was on the market to be sold in order to allow real estate agents to show the property at any time. He moved in with the insured on or about December 1, 2004. During our interview with him, he was advised any personal property of his would be primarily covered under his homeowner's insurance, at which time he informed us he has made his carrier aware of the loss and will be presenting any claim for his destroyed personal property to them and not making any claim under Ms [redacted] policy.

As you are aware, an advance of $1000.00 was issued payable to the insured and given to Mr. [redacted] at the time of our initial inspection on January 14, 2005.

ADDITIONAL LIVING EXPENSE:

The insured is now temporarily residing with Mr. [redacted] at his home located at [redacted] in Bailey, CO [redacted]. He has a home phone number of [redacted] and has informed us Ms [redacted] is currently recovering from her medical condition. At this time, her condo unit remains uninhabitable and upon completion of all repairs allowing her to return home, we will assist her in providing documentation for all additional living expenses incurred to be provided to you for your review and payment consideration. An advance payment was made to the insured in the amount of $500.00 via check given to Mr. [redacted] during our initial meeting.

PHOTOGRAPHS:

Photographs of the exterior and interior damage to the structure, as well as the insured's condo have been obtained and are enclosed for your review. As can be seen, the major structural damage was done to the exterior of the building and it is our opinion, the coverage for structural damage in the amount of $10,000.00 provided by the policy will be adequate for repairs not covered under the condo master policy.

OFFICIAL REPORT:

Per your request, contact was made with Fire Marshall/Administrator, Bill Easterling, of the Genesee Fire & Rescue, [redacted] Golden, CO [redacted], phone [redacted] from which we were provided a copy of incident report [redacted] pertaining to this loss. The report states the alarm was received at 6:42 PM, apparatus arrival time was 6:58 PM, fire under control at 7:05 PM with the last piece of equipment being cleared from the location at

3:44 AM on January 12, 2005. The report describes the call as a structure fire in a garage area, which was extinguished by emergency personnel in the garage area and along the frontal face of the structure. The report indicates fire damage to two units and the garage. During our phone conversation with Mr. Easterling, he informed us their initial investigation determined that all fire patterns for origin lead to the right front quadrant of the engine compartment of the automobile where the fire originated. The vehicle was parked inside the right-hand of the four-car garage prior to the ignition of the vehicle.

The incident was investigated by Jefferson County Sheriff's office located at [redacted] in Golden, CO [redacted] Sheriff R. G. Brooks, badge #1073, was the on-scene officer directing emergency personnel and the Jefferson County lead investigator is Chris Nelson. During our interview with Detective Nelson, he substantiated the Cause & Origin of this fire being in the engine compartment of the vehicle parked directly below the insured's unit and will have his report, hopefully completed in the next two to three weeks. Upon his completion of this report, we will obtain a copy and provide it to you for your review.

CAUSE & ORIGIN:

During our discussion with you, it was agreed a Cause & Origin Expert should be retained in order to protect the subrogation interests of the company for any and all payments made under the insured's policy. In order to reduce claim handling expenses, we discussed and received approval from you to contact other insurance company claim representatives involved in this loss to determine whether they would be willing to share their retained Cause & Origin Expert in return for an agreement to reimburse them 50% of their costs for the expert. Contact was made with subrogation specialist, Scott Chase, of St. Paul/Travelers who is the carrier for the master policy for the condo association at [redacted] Mr. Chase agreed to provide us with a copy of the complete Cause & Origin report from Fire Guy Forensics, Greg Cline, Senior Fire Investigator, 1570 s. Zang Street, Lakewood, CO 80228, phone number 303-942-0006.

We have been advised the vehicle causing this loss has been removed to Klode Auto Salvage under stock #728235 in Centennial, CO. Upon conclusion of the sheriff department investigation, the vehicle will become available for inspection by all interested parties including Mr. Cline.

OTHER INSURANCE:

As mentioned previously, the Master Condo has coverage provided by [redacted] who is handling the claim under number [redacted]. The local adjuster handling this claim is

Bob Lewis, who can be reached at 303-637-7894 and their subrogation is being handled as mentioned previously by Scott Chase.

The vehicle causing this loss is insured by State Farm Insurance and is owned by [redacted], Golden, CO [redacted]

SUBROGATION:

Per our phone discussion with you, we have been authorized to place on notice all potential responsible parties in the causation of this loss. Letters have been prepared and sent to Volkswagen International, [redacted] (vehicle owner), and [redacted] Our investigation has determined Ms. [redacted] vehicle had undergone a 40,000 mile warranty service on January 10, 2005 at Dean's Service Center located at 11565 W. 13trh Ave in Lakewood, CO 80215, phone number of 303-232-6110.

FUTURE ACTIVITY:

The work remaining on this file is to provide you with an estimate of repairs to the insured's structure once we are able to determine allowable repairs included in the condo association's master policy. We will also be contacting the insured once we have been advised she is medically able to meet with us in order to assist her in completing a personal property listing as well as assisting her with her additional living expense claim. We will also be obtaining copies of any and all official reports from the sheriff's office and Cause & Origin investigator. Once the exact Cause & Origin of this fire is determined, we will assist you in any way possible in your subrogation efforts.

Thank you for the opportunity to be of service to you. Please find enclosed our interim service invoice. If you have any questions, please feel free to contact our office.

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

Volkswagen of America, Inc.

Vehicle Inspection Report

This report is subject to revisions upon receipt of additional information

Date: March 30, 2005

To: File

From: Douglas Nielsen

Subject: **Fire Loss, 2002 Passat, [redacted] (State Farm Ins.)**

The vehicle listed below was inspected on March 22, 2005 at:
Klodes

8300 Blakeland Drive

Littleton, Colorado 80215

Vehicle Data: 2002 Passat Four Motion 4 door sedan, black with a red leather interior.
VIN #: WVWTH63B82P[redacted]
Production Date: 03/19/2002
In Service Date: 07/18/2002
Mileage: Approximately 39,992
License: [redacted] Colorado
Model Code: 3B35S9
Selling Dealer: 420124, Mountain States Motors Co., Inc.
Options: ST5

Owner Data:
Ms [redacted]

Enclosures: JPG Photos

March 30, 2005

Fire Loss, 2002 Passat, [redacted] (State Farm Ins.), Continued:

Exterior:

- Extensive fire damage to the entire frontal areas.
- The left A pillar is buckled.
- The roof is buckled on both sides at the rear of the moon roof opening.
- Both of the C pillars are buckled.
- The tops of both of the rear quarter panels have yielded and deformed.
- The lower areas of the left side are fire damaged by fire burning outside of the vehicle.
- There is advanced burning of the left rear bumper cover area.

Interior:

- The interior is partially gutted.
- The dashboard remains identifiable and all the components installed in the panel remain in place.
- The foam padding remains on the seats.
- The hand brake is engaged.
- The shift lever is in park.

Engine Compartment:

- The fire engulfed the entire engine burning all of the combustibles, hoses and wiring sheathing.
- All of the hoses appear properly clamped.
- The engine oil level is near the maximum indicator.
- The oil filter is loose and the vendor is unknown. The most recent oil change was performed at an outside vendor, not a Volkswagen dealer.
- The catalytic converters do not appear overheated.
- The ground cable that is attached between the body and the engine was found broken at the termination loop end attached to the engine. The loop end is broken in half through the "hole" for the attachment stud. It appears to be a post fire stress failure resulting from the handling of the vehicle.
- The coil pack on the top front of the engine is badly fire damaged but remains identifiable.
- The entire cooling core assembly including the related fans as well as all of the components forward of the engine assembly are missing. The frontal strong members and the bumper bar are all that remain.
- The grossly burned alternator will be removed by the State Farm experts for additional analysis.

Conclusion:

There were no conclusions made as to the origin of the fire by any of the examining experts present during this inspection.

March 30, 2005

Fire Loss, 2002 Passat, [redacted] (State Farm Ins.), Continued:

Experts present during viewing:

Leon D. Beesley, C.F.E.I., C.F.I.I.
Investigator
Phoenix Investigations, Inc.
P.O. Box 27297
Denver, Colorado 80227-0297
1-800—580-8510

John Rotello, C.F.I.
O & C Investigations
P.O. Box 1766
Idaho Springs, Colorado 80452
303-567-4086

Michael C. Davidson, IAAI-CFI
Fire Investigator
Professional Investigative Engineers
6275 Joyce Drive, Suite 200
Arvada, Colorado 80403-7541
303-552-0177

Ron Brown
Claim Specialist, Vehicle Inspector
State Farm Insurance
1555 Promontory Circle
Greeley, Colorado 80638
970-395-6721

Douglas Nielsen
Product Liaison Engineer
Volkswagen of America, Inc.

Clm: [redacted] Ins: [redacted] Insured Vehicle Pol: [redacted] [redacted] DOL: 01-11-04

Vehicle: 01

Lienholder: CHRYSLER FINANCIAL

Year: 05
Make: CHRYSLER
Bodystyle: CONV
License no:

Model: PT CRUISER
VIN: 3C3AY75S25T[redacted]
License state or prov:

Prior damage: N
Damage code:
Involved in loss: Y

Prior damage desc:

Occupant type: Parked & unoccpd
Principal damage: TOTALLED
Driveable: N
Drive-in service:
Total loss: Y

Drive-in office:
Total loss type: 2 Not owner retained

Vehicle location: 729144 Klodes

Other insurance:

Case 050019766

Customer: [redacted]
Program: Customer Relations
Status: 02/02/2005 Wait for inspection
Source: Phone
Assigned: Carol Guastelle (GUASTEC)

Vehicle: 2002 Volkswagen Passat
WVWTH63B82P[redacted]
Production Date: 3/19/2002
Odometer: Miles
Wty Start Date: 07/18/2002
Dealer: Mountain States Motors Co., Inc. (420124)

Reasons

CATEGORY / TYPE / REASON	PART DESCRIPTION	ASST REQUEST	RESOLUTION
Safety / Vehicle / Vehicle Fire	ENGINE BLOCK	Not Applicable	Not Applicable

Contacts

02/02/2005 12:19:03 GUASTEC Mail From Insurance Co. - William Hopkings, State Farm

addl info recd from State Farm re: veh insp and faxed to D. Nielsen, PLEC, who will contact Ron Brown, ins expert, Tel. 303-885-9185 to set up date, time, location.

01/27/2005 01:48:13 GUASTEC Call To Attorney - Gregory Plank, Neuens etal.

lvmm for atty representing Charter Oak Fire Ins (homeowners) - waiting for further info from State Farm Ins re: veh location for inspection purposes (D. Nielsen, PLEC)

01/21/2005 03:10:52 GUASTEC Call From Insurance Co. - William Hopkins, State Farm

sending their claim [redacted] covering vehicle/house fire. OK to move veh to Klode's Salvage and begin repairs on house per J. Muenichsdorfer. William Hopkins Tel. 800-324-0704 X22963 or 970-395-6697.

VDF/Claim Information for: WVWTH63B82P[redacted]

Vehicle Information

Model Year	2002	Status	Active	Shipping Num	548
Make/Model/Sub	VLK / PAS / Passat Four Motio	Eng Family		Invoice Num	02640
Sales Model	3B35S9	Prod Date	03/19/2002	Invoice Date	
Factory Model	3B35S9	Ign Key		Order POE	UH
Exterior Color	BLACK EXTERIOR	A/C Installed		Deliver POE	UH
		Source	US Delivery from Europe		
Interior Color	WINE RED LEATHER	Engine#	ATQ 169697		
In Service Date	07/18/2002		Expires	Miles	
Demo Ext Num		Base Warranty	07/2006	50	
Addl Wrnty Num		Demo Warranty		0	
# Claims 3	$194.00	Addl Warranty		0	
		Addl Wrnty Typ	Not Applicable		
Ordered By	420124 Mountain States Motors Co., Inc.				
Billed To	420124 Mountain States Motors Co., Inc.				
Sales Options	4MO				
Factory Options	ST5				

Purchase History

Dealer ID	Dealer Name	Delivery Date	Kind of Sale	Customer
420124	Mountain States Motors Co., Inc.	07/18/2002	New	Deanna Sands

Repair/Campaign History

Dealer ID	Dealer Name	Claim	Type	Part Id	Part Description	Repair Date	Paid Amt	Odom Unit	Measure	Audit Ctr
420156	Osborn Automotive	[redacted]	W2	5556	UPPER LIFTGATE LOCK MEC	2004/01/08	$63.00	24,000	Miles	200407 97
420124	Mountain States Motors C		FM	27T6	BATTERY TESTED OK	2002/05/13	$17.00	0	Miles	200221 98
420124	Mountain States Motors C		FM	0PDI	VW DELIVERY SATISFACTIO	2002/05/13	$114.00	0	Miles	200221 99

Case 050019766

Customer [redacted]
Program: Customer Relations
Status: 01/21/2005 Wait for customer mail
Source: Phone
Assigned: Carol Guastelle (GUASTEC)

Vehicle: 2002 Volkswagen Passat
WVWTH63B82P[redacted]
Production Date: 3/19/2002
Odometer: Miles
Wty Start Date: 07/18/2002
Dealer: Mountain States Motors Co., Inc. (420124)

Reasons

CATEGORY / TYPE / REASON	PART DESCRIPTION	ASST REQUEST	RESOLUTION
Safety / Vehicle / Vehicle Fire	ENGINE BLOCK	Not Applicable	Not Applicable

Contacts

01/21/2005 03:10:52 GUASTEC Call From Insurance Co. - William Hopkins, State Farm

sending their claim [redacted] covering vehicle/house fire. OK to move veh to Klode's Salvage and begin repairs on house per J. Muenichsdorfer. William Hopkins Tel. 800-324-0704 X22963 or 970-395-6697.

Klode
970-395-6697

Greg - will advise you on this upon inspection as soon as more information is received from ins. Co

Carol
1/24/05

DOL 1/11/05

* * * COMMUNICATION RESULT REPORT (JAN. 24. 2005 9:24AM) * * *

FAX HEADER: VWOA

TRANSMITTED/STORED : JAN. 24. 2005 9:21AM				
FILE MODE	OPTION	ADDRESS	RESULT	PAGE
093 MEMORY TX		NIELSON	OK	4/4

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER
E-2) BUSY
E-4) NO FACSIMILE CONNECTION

Case 050019766

DN fyi (4 pages)

Customer: Ms. [redacted]
Program: Customer Relations
Status: 01/21/2005 Wait for customer mail
Source: Phone
Assigned: Carol Guastolle (GUASTEC)

Vehicle: 2002 Volkswagen Passat
WVWTH63B82P[redacted]
Production Date: 3/19/2002
Odometer: Miles
Wty Start Date: 07/18/2002
Dealer: Mountain States Motors Co., Inc. (420124)

Reasons

CATEGORY / TYPE / REASON	PART DESCRIPTION	ASST REQUEST	RESOLUTION
Safety / Vehicle / Vehicle Fire	ENGINE BLOCK	Not Applicable	Not Applicable

Contacts

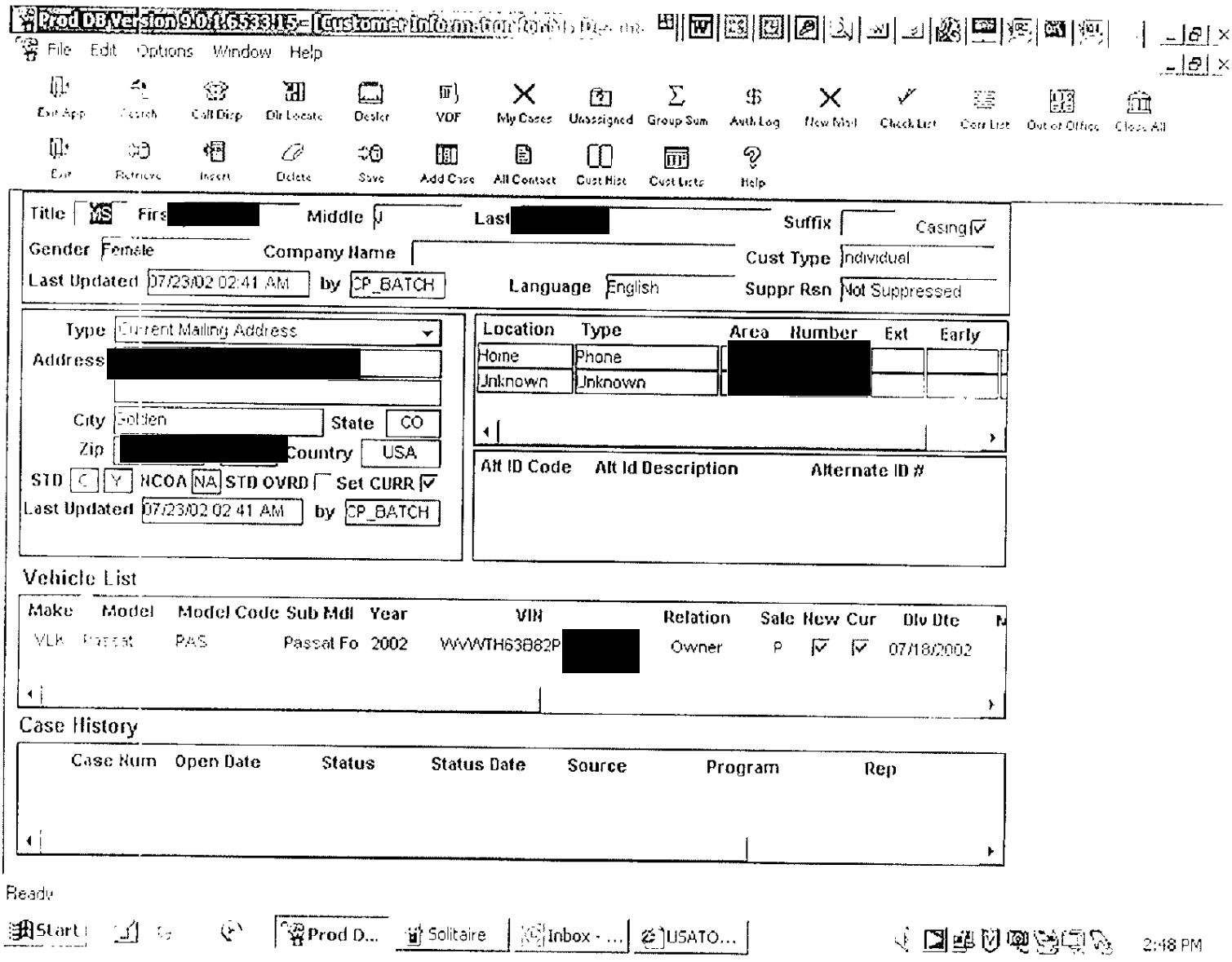
01/21/2005 08:10:52 GUASTEC Call From Insurance Co. - William Hopkins, State Farm

sending their claim [redacted] covering vehicle/house fire. OK to move veh to Klode's Salvage and begin repairs on house per J. Muenichsdorfer. William Hopkins Tel. 800-324-0704 X22963 or 970-395-6697.

Also 970-395-6697

Doug - will advise you on the upcoming inspection as soon as more information is received from him. Co

Carol
1/24/05


Prod DB Version 9.0 (1.6533.15) - [Customer Information Form]
File Edit Options Window Help
Exit App Search Call Disp Dlr Locate Dealer VOF My Cases Unassigned Group Sum Auth Log New Mail Check List Corr List Out of Office Close All
Exit Retrieve Insert Delete Save Add Case All Contact Cust Hist Cust Lists Help
Title MS Firs [redacted] Middle J Last [redacted] Suffix Casing
Gender Female Company Name Cust Type Individual
Last Updated 07/23/02 02:41 AM by CP_BATCH Language English Suppr Rsn Not Suppressed
Type Current Mailing Address
Address [redacted]
City Golden State CO
Zip [redacted] Country USA
STD C Y NCOA NA STD OVRD Set CURR
Last Updated 07/23/02 02:41 AM by CP_BATCH
Location Type Area Number Ext Early
Home Phone [redacted]
Unknown Unknown
Alt ID Code Alt Id Description Alternate ID #
Vehicle List
Make Model Model Code Sub Mdl Year VIN Relation Sale New Cur Dlv Dte
VLK Passat PAS Passat Fo 2002 WVWTH63B82P [redacted] Owner P 07/18/2002
Case History
Case Num Open Date Status Status Date Source Program Rep
Ready
Start Prod D... Solitaire Inbox - ... USATO... 2:48 PM

01/30/06 - Doug to extend IC Examiner examination - IX Schedule Remarks

11/14/06
contact Doug & confirm he attended exam of IC Examiner. I may have to see records of this exam from the Lab.

6.B. Major Claim - How Do you want to handle this Request. M.L.

B0219

Case File Sheet

Case Name - [redacted]
Case Number - -
File Box -#763
Pict. File Box - -
Start -☒
Correspondence -☒
Investigation -☐
Legal -☐
Depositions -☐
Interog, Answers -☐

Remarks –_____

End File –
Prepared By –YE
Date -3/29/07

VOLKSWAGEN

Office of the General Counsel
Product Liaison Group
1 Executive Drive, Suite LL50
Fort Lee, New Jersey 07024
Tel. (201) 227 7926
Fax (201) 894-5498

November 15, 2006

Kenneth G. Gulley, Esq.
Sutton & Gulley, P.C.
26 West Dry Creek Circle, Ste - 375
Littleton, CO 80120

VW File No. :
Your Claim No. : [redacted]
DOL: January 11, 2005

Dear Mr. Gulley:

I would like to acknowledge receipt of your letter dated October 30, 2006 directed to Carol Guastelle, a former Volkswagen of America, Inc. employee.

In response to your request, Volkswagen of America, Inc. is not the manufacturer of the subject vehicle, but instead the sole importer/distributor.

Please feel free to contact me should you have any additional questions.

Sincerely,

Manny Le Coz
Volkswagen of America, Inc.
Product Liaison Group

P.S. Please note the change of address.

SUTTON & GULLEY, P.A.

ATTORNEYS AT LAW
26 West Dry Creek Circle, Suite 375
Littleton, Colorado 80120
(303) 730-6204
FAX (303) 730-6208

NOV 0 6 2006

DEBRA SUTTON & ASSOCIATES, PC
DEBRA K. SUTTON
JACQUELYN S. BOOKER
ERICA O. CHAPIN

KENNETH G. GULLEY, PC

October 30, 2006

Ms. Carol Guestelle
Volkswagen of America, Inc.
600 Sylvan Avenue
Englewood Cliff, NJ 07632

RE: State Farm Claim No.: [redacted]-property]
State Farm Claim No.: [redacted]n--property]
State Farm Claim No.: [redacted]e--property]
State Farm Claim No.: [redacted]auto]
State Farm Claim No.: [redacted]-auto]
State Farm Claim No.: [redacted]-auto]

DOL: January 11, 2005
Our File: [redacted]

Dear Ms. Guestelle,

I have been retained by State Farm Insurance Companies to represent its subrogated interests in the referenced claims arising from a fire that occurred at the [redacted] in Jefferson County, Colorado on January 11, 2005. I believe that you have received prior notice of some, if not all of these claims. The subject fire started in a VW Passat owned by Deanna Sands and resulted in significant property damage. The combined State Farm claims, which we are handling under master file number [redacted], total approximately $150,000. Additionally, we understand that Travelers, who insured the Genesee Village Condominium I Association, has a substantial subrogated loss.

In addition to notifying you of these claims, I am writing to confirm that Volkswagen of America, Inc. manufactured the subject Passat. The VIN for the subject vehicle is: WVWTH63B82P[redacted]. Would you kindly confirm in writing that your company manufactured this vehicle.

Thank you for your assistance and I look forward in working with you toward a resolution of these claims.

Very truly yours,

Sutton & Gulley, P.A.

Kenneth G. Gulley

Kenneth G. Gulley

VOLKSWAGEN

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

September 22, 2005

Mr. James W. Rasmus, Subro. Examiner
California Casualty Mgmt. Co.
P. O. Box 39700
Colorado Springs, CO 80949-9700

Re: Your Insured [redacted]
Your Claim: [redacted]

Dear Mr. Rasmus:

Your letter of September 12, 2005, regarding the captioned matter, has been forwarded to our attention.

Enclosed is a copy of our letter of May 4, 2005, to State Farm Insurance stating our file was being closed pending results of further testing being conducted by them and their experts. A copy of our engineer's inspection report is also enclosed for your information.

As of this date, no further information has been received from State Farm and our file remains closed.

Sincerely,

Carol Guastelle

VARGO MYERS JANSONpc

Attorneys and Counselors at Law
6464 West 14th Avenue
Lakewood CO 80214-1913

PO Box 280389
Lakewood, CO 80228-0389

1-888-77SUBRO (7-8276)
Phone: 303-238-8832
Fax: 303-233-2210

FEIN 84-1157065

Gerald P Vargo
Todd A Myers
Yosy V Janson

Ann Holewinski

Via FAX only 201-894-5498

August 3, 2006

Carol Guastelle
Volkswagen of America
Office of the General Consel
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

re: California Casualty insured [redacted]
Date of loss: 1/11/05, fire damage
VMJ file # [redacted]

Dear Ms. Gusatelle:

Vargo Myers Janson PC represents California Casualty Indemnity Exchange in its subrogation claim against Volkswagen of America. California Casualty insured the condo of [redacted] f/k/a [redacted] in this fire loss at [redacted] Genessee, Colorado.

California Casualty's claimed damages are $35,985.17.

If you wish to resolve this matter now, send payment of $40,472.96 ($35.985.17 + interest to date of $4,487.79), payable to "Vargo Myers Janson PC," referencing file number 49583.

Sincerely,

Ann Holewinski

* Location * Defect

* Vin # *

HODGE SERVICES INCORPORATED

Protocol for Laboratory Examination

Assignment 20051619

January 27, 2006

Insured: [redacted]
Date of Loss: January 11, 2005
Loss Address: [redacted]
Golden, Colorado [redacted]

© Hodge Services Incorporated
P.O. Box 270023
Littleton, Colorado 80127-0911
Phone 303.979.2999 • Fax 303.933.2204 • Cellular 720.244.7973

8803 South Balsam Street
Littleton, Colorado 80128-6904
(303) 979-2999
(303) 933-2204 Fax

Fax

To:	Douglas Nielson	From:	George Hodge
Fax:	1-201-894-5498	Pages:	[Click here and type # of pages]
Phone:	201-227-7916	Date:	1/30/2006
Re:	Protocol date change	CC:	[Click here and type name]

CONFIDENTIALITY NOTICE!

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Protocol date change for the VW Passat exam, please see attached

Protocol for Laboratory Examination

Assignment 20051619

January 27, 2006

Insured: [redacted]
Date of Loss: January 11, 2005
Loss Address: [redacted]
Golden, Colorado [redacted]

© Hodge Services Incorporated
P.O. Box 270623
Littleton, Colorado 80127-0011
Phone 303 979 2989 - Fax 303 933 2204 - Cellular 720 244 7973

Guastelle, Carol

From: Guastelle, Carol
Sent: Monday, January 30, 2006 1:19 PM
To: Nielsen, Doug
Subject: [redacted] FIRE INSPECTION
Attachments [redacted]pdf

Tracking:

Recipient	Delivery
Nielsen, Doug	Delivered: 1/30/2006 1:19 PM

Hi Doug,

This is an old case where you inspected the vehicle (2002 Passat, VIN WVWTH63B82P[redacted]) on March 22, 2005, at Klode's, Littleton, CO.

The attached notice states an examination of the alternator will commence on 2/17/2006. Let me know if you plan to attend.

Thanks,
Carol

(953)

HODGE SERVICES INCORPORATED

Protocol for Laboratory Examination

Assignment 20051619

January 27, 2006

Insured: [redacted] CASE

Date of Loss: January 11, 2005

Loss Address: [redacted]

Golden, Colorado [redacted]

© Hodge Services Incorporated
P.O. Box 270623
Littleton, Colorado 80127-0011
Home 303.979.2000 • Fax 303.933.2201 • Cellular 720.214.7973

VOLKSWAGEN

May 4, 2005

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

Mr. William Hopkins
State Farm Insurance Companies
P. O. Box 339408
Greeley, CO 80633-9408

Re: Your Insured [redacted]
Your Claim: [redacted]

Dear Mr. Hopkins:

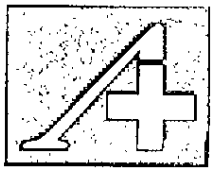
Our engineer inspected the 2002 VW Passat, VIN WVWTH63B82P[redacted], at Klode's, Littleton, CO on March 22, 2005. This vehicle was also involved in the incident of January 11, 2005 (see State Farm - Insured: [redacted] - Claim: [redacted].

As the examining experts present during the inspection did not arrive at any conclusion as to the cause of the fire, State Farm was conducting further tests.

As of this date our file has been closed pending the receipt of further information from State Farm.

Sincerely,

Carol Guastelle



AUTO & HOME
INSURANCE PLUS

California Casualty
Management Company
1650 Telstar Dr
Colorado Springs CO 80920-1004
MAIL CORRESPONDENCE TO:
PO Box 39700
Colorado Springs CO 80949-9700

www.calcas.com
www.aplus.com

1 (719) 532-8000
1 (800) 800-9410

September 12, 2005

Mr. Rick Vanhassell
Volkswagen America
C/O Osborn Automotive
Lakewood, CO 80214

RE: YOUR POLICYHOLDER: Volkswagen
YOUR POLICY/CLAIM NO: not specified
DATE OF ACCIDENT: 01-11-05
INSURER: California Casualty Indemnity Exchange
OUR POLICYHOLDER: [redacted]
OUR POLICY/CLAIM NO:
AMOUNT REQUESTED: $35985.17

Dear Mr. Vanhassell:

Enclosed are my subrogation documents as a result of a vehicle fire that spread to my insured's dwelling. Ms. [redacted] is the owner of the vehicle. Ms. [redacted] had recent work done at Dean Service Center.

It is my understanding that Volkswagen has assumed liability for this loss. Please contact me at the number below to confirm that I am correct that Volkswagen is assuming liability.

Sincerely,

James Rasmus

James W. Rasmus
Subrogation Examiner
1-800-800-9410 ext. 8739
Email: jrasmus@aplus.com

James Rasmus

From: Darlene DeCicco
Sent: Wednesday, August 24, 2005 5:31 PM
To: James Rasmus
Subject: RE: [redacted] dol 01-11-05

They are not--thanks.

R. Darlene DeCicco
Senior Claims Adjuster
California Casualty Indemnity Exchange
800-800-9410 x 8776
Fax: 800-856-9281
Email: ddecicco@calcas.com

From: James Rasmus
Sent: Tuesday, August 23, 2005 2:25 PM
To: Darlene DeCicco
Cc: James Rasmus
Subject: [redacted] dol 01-11-05

Darlene:

Reviewing the letters from Custard Insurance Adjusters it appears they may be assuming the subrogation recovery process. Was that correct? I have the file. Please let me know for sure if this was your intent.

Jim Rasmus

James Rasmus

From: James Rasmus
Sent: Tuesday, August 23, 2005 2:25 PM
To: Darlene DeCicco
Cc: James Rasmus
Subject: [redacted]01-02. dol 01-11-05

Darlene:

Reviewing the letters from Custard Insurance Adjusters it appears they may be assuming the subrogation recovery process. Was that correct? I have the file. Please let me know for sure if this was your intent.

Jim Rasmus

cia®

custard insurance adjusters, inc.

February 1, 2005

Mr. Rick Vanhassell
Volkswagen America
C/o Osborn Automotive
8303 W. Colfax Ave.
Lakewood, CO 80214

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Date of Loss: 01/11/2005
Their Insured: [redacted]
Our File #: [redacted]

To Whom it May Concern:

We have been retained by California Casualty Insurance Company to handle a claim involving the above referenced insured and incident under their policy [redacted] Our preliminary investigation has determined the cause and origin of the damages caused to the insured's residence from fire was a result of a fire originating inside the engine compartment of a Volkswagen automobile.

Please accept this letter as notice of California Casualty Insurance Company's right of subrogation for any and all payments made to their insured *under the above policy* which may or may not be reimbursable *under your insurance policy* if insurance is in effect.

Please feel free to contact our office if you have any questions at (303) 338-1015, between the hours of 8:00 and 5:00, Monday through Friday. If we are not in, please leave your name, telephone number, our claim number and the best time to return your call.

Respectfully,

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

cc: Darlene DeCicco
California Casualty Insurance Company
P.O. Box 39700
Colo. Springs, CO 80949

TO Subro

cia®

Custard Insurance Adjusters, inc.

February 1, 2005

ADDRESS REPLY TO:

Deanna Sands
23567 Genesee Village Road
Golden, Colorado 80401

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Date of Loss: 01/11/2005
Their Insured: [redacted]
Our File #:

Dear Ms. [redacted]:

We have been advised you are the owner of the vehicle believed to have caused the fire on the above referenced date at the Genesee Village Condo Association. We have been retained by California Casualty Insurance Company to adjust their insured's claim under their policy [redacted]

Please accept this letter as notice of California Casualty Insurance Company's right of subrogation for any and all payments made to their insured *under the above policy* which would be reimbursable *under your insurance policy.*

We are requesting you provide us with the name of your insurance carrier as well as contact information for your agent.

Thank you in advance for your immediate attention and cooperation in this matter. Please feel free to contact our office at (303) 338-1015, between the hours of 8:00 and 5:00, Monday through Friday if you have any questions pertaining to this matter.

Respectfully,

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

cc: Darlene DeCicco
California Casualty Insurance Company
P.O. Box 39700
Colo. Springs, CO 80949

cia®

Custard Insurance Adjusters, inc.

February 1, 2005

ADDRESS REPLY TO:

Dean Service Center
11565 West 13th Avenue
Lakewood, Colorado 80215

ATTN: **Business Owner**

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Date of Loss: 01/11/2005
Their Insured: [redacted]
Our File #: [redacted]

Dear Business Owner:

We have been retained by California Casualty Insurance Company to handle a claim involving the above referenced insured and incident under their policy [redacted] regarding a fire which occurred at the Genesee Village Condominium believed to have been caused by the ignition of a fire in a vehicle owned by Deanna Sands. Our investigation has determined this vehicle was serviced at your business on January 10, 2005, which may have caused or contributed to the fire.

Please accept this letter as notice of California Casualty Insurance Company's right of subrogation for any and all payments made to their insured *under the above policy* which would be reimbursable *under your insurance policy* if you were determined to be at fault in the causation of this loss.

If you are insured, we suggest you immediately tender this claim to your insurance company in order to protect your individual interests. We ask that you provide us with the name of your insurance carrier, agent and policy number.

If you have any questions, you may contact us at (303) 338-1015, between the hours of 8:00 and 5:00, Monday through Friday. If we are not in, please leave your name, telephone number, our claim number and the best time to return your call.

Respectfully,

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

cc: Darlene DeCicco
California Casualty Insurance Company
P.O. Box 39700
Colo. Springs, CO 80949

Colorado CSC
JUN 30 2005
Distribution Svcs

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

Enc: 1) Homeowners Proof of Loss
2) Draft #7000076977 - $8,395.00
3) Draft #7000076978 - $863.30

cc: Darlene DeCicco – California Casualty Insurance Company
P.O. Box 39700 – Colo. Springs, CO 80949

cia®

custard insurance adjusters, inc.

ADDRESS REPLY TO:

2260 South Xanadu Way
Suite 215
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

June 28, 2005

Ms. Peggy Thiessen
23559 Genesee Village Road
Golden, Colorado 80401

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Insured: [redacted]
Date of Loss: 01/11/05
Our File #: [redacted]

Dear Ms. [redacted]

Please find enclosed a check made payable to you in the amount of $8,395.00 which represents the conclusion of your contents claim. Previously submitted to us was a listing of items totaling $860.00. This was applied against the advance contents payment to you immediately following the loss in the amount of $1,000.00 resulting in a credit remaining against any further claims of $140.00. We submitted your entire listing of the additional contents amounting to $8,165.00 to which the $140.00 credit was applied for a net contents balance due of $8,025.00. Receipts for reimbursement requested for the storage units in the amount of $370.00 was added, resulting in the check made payable to you in the amount of $8,395.00.

Also submitted to the company was a request to reimburse you for the additional mileage expense covered under your additional living expense coverage in the amount of $1,009.91. An advance payment was made to you in the amount of $500.00 for a balance due of $509.91. The Excel Energy reimbursement request of $353.39 was allowed for the total amount of $863.30.

We are requesting your signature on the enclosed homeowner proof of loss to be forwarded to us in order that the company may proceed with their attempt to subrogate for all payments made to you.

Thank you in advance for your immediate attention and cooperation in completing and returning the enclosed form to us. If you have any questions, please feel free to contact our office at (303) 338-1015.

June 23, 2005

CIA
Attention: Tony Peterson
2260 South Xanadu Way, Suite 255
Aurora, CO 80014

AUTO & HOME
INSURANCE PLUS

California Casualty
Management Company
1650 Telstar Dr
Colorado Springs CO 80920-1004
MAIL CORRESPONDENCE TO:
PO Box 39700
Colorado Springs CO 80949-9700

www.calcas.com
www.aplus.com

1-(719) 532-8000
1-(800) 800-9410

Re: Our Insured : [redacted]
Claim Number: 042 37350
Date of Loss : 1/11/05
Insurer: CALIFORNIA CASUALTY INDEMNITY EXCHANGE

Dear Tony Peterson:

Enclosed please find our check in the amount of $8,395.00 which represents [redacted] Contents claim. The request for contents was $8,165.00. We advanced paid $1,000 prior. We have deducted $860.00 of the advance payment prior. Therefore, there is $140.00 to deduct for the claimed contents claim. This makes the claim $8,025.00. I have added the storage of personal property in the amount of $370.00 to this check.

Relating to ALE, I have deducted $500.00 from the $1009.91 mileage reimbursement request as $500.00 was paid prior under this coverage. In addition, I have added to the check of $509.91, $353.39 for the Excel Energy bill. Therefore, another check is included for $863.30.

You indicated there will be no claim for dwelling.

Please forward the final Home Owner Proof of loss to my file and the final C and O report when you collect it to my file so that our file may go to the Subrogation Unit.

Thank you for all your time and assistance in the handling of this claim file.

Sincerely,

Darlene DeCicco
Senior Claims Adjuster
719 532-8776
ddecicco@calcas.com

COCAT

RESTORATION • RECONSTRUCTION

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
303.333.0392 Phone
303.333.3811 Fax

Fax

To:	Tony Peterson	From:	Dominick Solano
Fax:	303.338.1018	Fax:	303-333-3811
Phone:	303.338.1015	Phone:	303-333-0392
Subject:	[redacted] Contents/Furniture	Date:	Thursday, April 28, 2005

Comments: Tony, this is the new scope and change order for the furniture that needs to be fixed. The furniture should be done this week and Mr. [redacted] will possibly coming by to pick up the none salvage items and sign off, As of to day we are all on the same page my fire lead Michelle talked to Mr. [redacted] and set up the pick up time and date so if there is any more to do as of delivery we will make it happen thanks.

[redacted]

7823 W. Jewell Avenue
Lakewood, CO 80232
(303) 984-9213

March 4, 2005

Mr. Tony Peterson
Fax: 303-338-1018

Number of pages including cover: 9

Re: [redacted] invoice

Dear Mr. Peterson:

In response to a request from CO-CAT, attached is the detailed invoice for the Peggy Thyssen ([redacted], Evergreen, CO [redacted]) soft-goods restoration project completed by Dry Clean Super Center.

I can be reached via cell phone at 720-480-2237 or at our plant at 303-984-9213.

Best regards,

Stephen Austin
Owner

BBB
Member
Denver / Boulder Metro Area

COCAT

RESTORATION • RECONSTRUCTION

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
303.333.0392 Phone
303.333.3811 Fax

Fax

To:	Tony Peterson	**From:**	Cory
Fax:	303-338-1018	**Fax:**	303-333-3811
Phone:		**Phone:**	303-333-0392
Subject:	[redacted]	**Date:**	Tuesday, March 01, 2005

Comments:

Tony,

The following is the revised estimate you requested, it reflects the actual costs for Dry Clean Super Centers and ICC for the dry cleaning and electronics. I also took out the pack in and adjusted the storage, if you have any questions please give me a call.

Cory Braesch
General Manager
cbraesch@cocat.com

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
www.cocat.com

303.333.0392 Local - Phone
303.333.3811 Local - Fax
[redacted] Cell

1.888.88.COCAT Toll Free - Phone
1.877.88.COCAT Toll Free - Fax

State Farm Insurance Companies
1555 Promontory Circle
PO Box 339408
Greeley, CO 80633
W: 800-324-0704
F: 970-495-6722

Auto Subrogation Facsimile

To: Carol Fax: 201-894-5498

From: William Hopkins Date: 2/24/05

Insured: [redacted] Pages: 3

Claim #: [redacted] Sent by: WH

CJOS Backscar

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Carol -
Here is a copy of the notice I sent to you. Please be advised that the vehicle is a 2005. I have enclosed a copy of the VIN # / info for Klodes. This car and the Volkswagen Passat are both @ Klodes. I have both claim #'s on my letter. Please have your inspector call Ron Brooks to set an appointment. TY William

The information contained in this facsimile message contains private and confidential material and/or trade secret material intended for the sole use of the individual named above. If you are not the intended recipient listed above, you are hereby notified that any disclosure, duplication, or distribution of this information, or the taking of any action in reliance on the contents of this transmission, without the express written consent of the State Farm Insurance Companies, is STRICTLY PROHIBITED. If you have received this transmission in error, please notify us immediately by telephone so that we can arrange for the return of this material at no cost to you.

COPY

PO Box 339408
Greeley, CO 80633-9408
FAX: 1-800-324-0645

January 21, 2005

CERTIFIED MAIL
Volkswagon
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2004
Our Insured : [redacted]
Your Reference: VIN # ~~3c8FY4BB51T~~ [redacted]
Your Reference No: ~~2001~~ 2005 Chrysler PT Cruiser

Dear Carol:

The identified vehicle is insured by State Farm. This vehicle suffered fire damage when the Volkswagon Passat caught fire. The Volkswagon has already been identified in a prior letter for our claim number [redacted] I sent you the information the other day. We discussed the fact that you do not have the ability to inspect the residence and it is ok to move the Volkswagon to Klodes for your inspection in February. The evidence will be preserved until you have the chance to inspect.

Once you have a date for your inspection please contact Ron Brown at 303-885-9185 to make the arrangements. I will send you all the documentation as soon as it is available to me. Please call if you have any questions.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

cia

Klode's mike

Custard Insurance Adjusters, Inc.

February 1, 2005

303-237-1311-70 pers at dlr

ADDRESS REPLY TO:
2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: (303) 338-1015
Fax: (303) 338-1018
E-mail: denver.co@custard.com

Mr. Rick Vanhassell
Volkswagen America
C/o Osborn Automotive
8303 W. Colfax Ave.
Lakewood, CO 80214

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Date of Loss: 01/11/2005
Their Insured: [redacted]
Our File #:

To Whom it May Concern:

We have been retained by California Casualty Insurance Company to handle a claim involving the above referenced insured and incident under their policy [redacted]. Our preliminary investigation has determined the cause and origin of the damages caused to the insured's residence from fire was a result of a fire originating inside the engine compartment of a Volkswagen automobile.

Please accept this letter as notice of California Casualty Insurance Company's right of subrogation for any and all payments made to their insured *under the above policy* which may or may not be reimbursable *under your insurance policy* if insurance is in effect.

Please feel free to contact our office if you have any questions at (303) 338-1015, between the hours of 8.00 and 5:00, Monday through Friday. If we are not in, please leave your name, telephone number, our claim number and the best time to return your call.

303-232-6110
Mgrs, Service Center
Lakewood, Co

Respectfully,

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

cc: Darlene DeCicco
California Casualty Insurance Company
P.O. Box 39700
Colo. Springs, CO 80949

Independent worked on car ~~the~~ day before fire incident
40,000 miles

2/7 - LM w/Rectg - need VIN
- location of veh
- Experts Rept/Photos

Guastelle, Carol

From: Rogers, Christina (PSC)
Sent: Friday, February 04, 2005 3:43 PM
To: Guastelle, Carol
Subject: FW: This may be a legal case

Carol,

This was forwarded to me by an ASM, Harald Gomez.

It's a subrogation 'claim' from an insurance company.

I am unable to locate the customer file in our system, but wanted to make sure that you received it.

Have a great weekend!
Christina

Christina Rogers
Rocky Mountain Regional Coordinator
3499 West Hamlin Rd., Rochester Hills, MI 48309
(248)754-3472
Christina.Rogers@vw.com

-----Original Message-----
From: Gomez, Harald
Sent: Friday, February 04, 2005 1:12 PM
To: Christina Rogers (PSC) (Rogers, Christina (PSC))
Subject: This may be a legal case

Hello Christina. I just got this information from Rick Van Hassel VSM area 42. Please review and forward this info as needed. Thanks, Harald.

Harald Gomez
ASM, Volkswagen of America
Phone: 303-770-8608
Fax: 303-770-4815

* * * COMMUNICATION RESULT REPORT (FEB. 2.2005 12:53PM) * * *

FAX HEADER: VWOA

TRANSMITTED/STORED : FEB. 2.2005 12:52PM				
FILE MODE	OPTION	ADDRESS	RESULT	PAGE
351 MEMORY TX		NIELSON	OK	1/1

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) NO ANSWER
E-3) BUSY
E-4) NO FACSIMILE CONNECTION

State Farm Insurance Companies

PO Box 339408
Greeley, CO 80633-9408
FAX: 1-800-324-0645

DN
"more info"
on "Hands"
C9 2/2/05
RPC

January 21, 2005

CERTIFIED MAIL
Volkswagon
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2004
Our Insured : [redacted]
Your Reference : VIN # 3C8FY4BB51T[redacted]
Your Reference No: 2001 Chrysler PT Cruiser

Dear Carol:

The identified vehicle is insured by State Farm. This vehicle suffered fire damage when the Volkswagon Passat caught fire. The Volkswagon has already been identified in a prior letter for our claim number [redacted]. I sent you the information the other -LEGAL DEPT- We discussed the fact that you do not have the ability to inspect the residence and it is ok to move the Volkswagon to Klodes for your inspection in February. The evidence will be 28 JAN 05 preserved until you have the chance to inspect.

Once you have a date for your inspection please contact Ron Brown at 303-885-9185 to make the arrangements. I will send you all the documentation as soon as it is available to me. Please call if you have any questions.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

State Farm Insurance Companies

PO Box 339408
Greeley, CO 80633-9408
FAX: 1-800-324-0645

January 21, 2005

CERTIFIED MAIL
Volkswagon
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2004
Our Insured : [redacted]
Your Reference: VIN # 3c8FY4BB51T[redacted]
Your Reference No: 2001 Chrysler PT Cruiser

Dear Carol:

The identified vehicle is insured by State Farm. This vehicle suffered fire damage when the Volkswagon Passat caught fire. The Volkswagon has already been identified in a prior letter for our claim number [redacted]. I sent you the information the other day. We discussed the fact that you do not have the ability to inspect the residence and it is ok to move the Volkswagon to Klodes for your inspection in February. The evidence will be preserved until you have the chance to inspect.

-LEGAL DEPT.
03 JAN 05

Once you have a date for your inspection please contact Ron Brown at 303-885-9185 to make the arrangements. I will send you all the documentation as soon as it is available to me. Please call if you have any questions.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

COPY

PO Box 339406
Greeley, Co 80633-9406
800-324-0704 Ext. 2993
Fax: 800-324-0704

January 14, 2005

CERTIFIED MAIL
Volkswagon Of America
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2005
Our Insured : [redacted]
Your Reference: 2002 Volkswagen Passat
Your Reference No: VIN# WVWTH63B82P[redacted]

Dear Volkswagen:

The identified vehicle is insured with State Farm Insurance. This vehicle experienced a fire that resulted in property damage to the vehicle and a garage. The damage also spread to a motorcyle and another vehicle.

State Farm would like to give you advanced notice of our potential subrogation claim and an opportunity to inspect the evidence. Please contact Ron Brown at 303-885-9185 if you would like to arrange a time for you inspection.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

x x x COMMUNICATION RESULT REPORT (FEB. 2.2005 12:25PM) x x x

FAX HEADER: VWOA

TRANSMITTED STORED : FEB. 2.2005 12:23PM

FILE MODE	OPTION	ADDRESS	RESULT	PAGE
358 MEMORY TX		NIELSON	OK	5/5

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER
E-2) BUSY
E-4) NO FACSIMILE CONNECTION

State Farm Insurance Companies

PO Box 339406
Greeley, Co 80633-9406
800-324-0704 Ext. 2893
Fax: 800-324-0704

RECEIVED
FEB 0 2 2005

January 14, 2005

CERTIFIED MAIL
Volkswagon Of America
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2005
Our Insured : [redacted]
Your Reference: 2002 Volkswagen Passat
Your Reference No: VIN# WVWTH63B82P[redacted]

Dear Volkswagen:

The identified vehicle is insured with State Farm Insurance. This vehicle experienced a fire that resulted in property damage to the vehicle and a garage. The damage also spread to a motorcyle and another vehicle.

State Farm would like to give you advanced notice of our potential subrogation claim and an opportunity to inspect the evidence. Please contact Ron Brown at 303-885-9185 if you would like to arrange a time for you inspection.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

State Farm Insurance Companies

PO Box 339406
Greeley, Co 80633-9406
800-324-0704 Ext. 2993
Fax: 800-324-0704

DN
Rec'd (5 pages)
P/U map
(home/new
date/time
Place
po's car
advise atty
for H/O)
Thanks
C
2/4/05

RECEIVED
FEB 02 2005

January 14, 2005

CERTIFIED MAIL
Volkswagon Of America
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2005
Our Insured : [redacted]
Your Reference: 2002 Volkswagen Passat
Your Reference No: VIN# WVWTH63B82P[redacted]

Dear Volkswagen:

The identified vehicle is insured with State Farm Insurance. This vehicle experienced a fire that resulted in property damage to the vehicle and a garage. The damage also spread to a motorcyle and another vehicle.

State Farm would like to give you advanced notice of our potential subrogation claim and an opportunity to inspect the evidence. Please contact Ron Brown at 303-885-9185 if you would like to arrange a time for you inspection.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

RECEIVED
JAN 27 2005

NEUENS & ASSOCIATES
ATTORNEYS AT LAW
EMPLOYEES OF TRAVELERS INSURANCE COMPANY - NOT A PARTNERSHIP

CHAD M. NEUENS, ESQ.
MICHAEL J. BUCHANAN, ESQ.
KEVIN L. FLYNN, ESQ.
GREGORY W. PLANK, ESQ.

MAILING ADDRESS
P.O. BOX 17409
DENVER, CO 80217-0409

PHYSICAL ADDRESS
7600 EAST ORCHARD ROAD
SUITE 362-SOUTH
GREENWOOD VILLAGE, CO 80111

TELEPHONE: 303-740-4960
FACSIMILE: 303-740-4997

WRITER'S DIRECT
303-740-4945
GPLANK@STPAULTRAVELERS.COM

January 24, 2005

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Volkswagen of America
600 Sylvan Ave.
Englewood Cliff, N.J. 07632

RE: Our Insured: [redacted]
Date of Loss: 1/11/05
Our Claim No.: [redacted]

Dear Mr. Woodruff:

Please be advised that my office represents the subrogation interests of The Charter Oak Fire Insurance Company concerning the January 11, 2005 fire loss in Genessee, Colorado. Charter Oaks insured [redacted] which sustained damages as a result of the fire. Your company manufactured the 2002 Volkwagen Passat which was owned by [redacted] an insured of State Farm Insurance Company, and which was located at the point of origin of the above-referenced fire. It is our understanding that State Farm representatives have previously placed you on notice of this fire and that the vehicle has been impounded but will be turned over to State Farm representatives in the near future.

At this time, we understand that your company may be responsible for the fire, and the subsequent loss that occurred. Accordingly, this letter serves as formal notice of Charter Oaks' subrogation rights regarding any and all payments made to, or on behalf of, our insured as a result of the fire.

Additionally, please be advised that our office alone holds authority to resolve our subrogation claim, and our insured is not vested with such authority. Equally, please be advised that Charter Oaks' subrogation pursuit is not meant to alter our insured's claims for any uninsured loss.

1/27/05 - LVMM - Waiting to hear from State Farm Re: Veh location & inspection
1/28/05 - VMM from Atty - wants to be kept informed of resp/Reports, etc

I look forward to hearing from you. Thank you for your attention to this matter.

Sincerely,

Gregory W. Plank

cc: Scott Chase, St. Paul Travelers Insurance Companies (via e-mail)

VOLKSWAGEN

Audi

FAX 970-395-6722

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

January 21, 2005

Mr. William Hopkins, Claims Rep.
State Farm Insurance

Re: Your Insured: Deanna Sands
Your Claim: [redacted]
WVWTH63B82P[redacted]

Dear Mr. Hopkins:

As discussed, please move the insured's 2002 VW Passat to Klode's for inspection by one of our engineers – thus, allowing for repairs to be made to the residence in Golden, CO.

Please provide Klode's address, telephone # and Lot # at your earliest convenience.

Sincerely,

Carol Guastelle

* * * COMMUNICATION RESULT REPORT (JAN. 24. 2005 12:23PM) * * *

FAX HEADER: VWOA

TRANSMITTED/STORED : JAN. 24. 2005 12:22PM				
FILE MODE	OPTION	ADDRESS	RESULT	PAGE
110 MEMORY TX		19703956722	OK	1/1

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER

E-2) BUSY
E-4) NO FACSIMILE CONNECTION

VOLKSWAGEN

Audi

FAX 970-395-6722

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel (201) 227-7900
Fax (201) 894-5498

January 21, 2005

Mr. William Hopkins, Claims Rep.
State Farm Insurance

Re: Your Insured [redacted]
Your Claim: [redacted]
WVWTH63B82F[redacted]

Dear Mr. Hopkins:

As discussed, please move the insured's 2002 VW Passat to Klode's for inspection by one of our engineers -- thus, allowing for repairs to be made to the residence in Golden, CO.

Please provide Klode's address, telephone # and Lot # at your earliest convenience.

Sincerely,

Carol Guastelle

Property Damage Report

LoginUser: robertn Back

Report Information

Source System	Product Liaison	**Report Year**	2005
Report Quarter	1	**Submitted Date**	2005-05-31
Reference No	21055	**Notification Date**	2005-05-31
Approval Date	2005-05-26		

Vehicle Information

VIN	WVWTH63B82F[redacted]	**Make**	VLK
Model Year	2002	**Model**	PASSAT

Symptom Information

Comments	FIRE - HOUSE/VEHICLE/MOTORCYCLE - INS CO TO PROVIDE ADDL INFO - D. NIELSEN INSPECTION
TREAD Category	23

Consumer Complaints Report

LoginUser: lobsigj Back

Report Information

Source System	Product Liaison	**Report Year**	2005
Report Quarter	1	**Report Date**	2005-02-14
Report #	21190	**Notification Date**	2005-05-31

Vehicle Information

VIN	WVWWH63B63E[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT

Symptom Information

Complaint Text	FIRE - CUSTOMER STATES HE STOPPED THE VEHICLE AND SMELLED WHAT HE THOUGHT TO BE COOLANT. CUSTOMER STATES HE LEFT THE VEHICLE. CUSTOMER STATES ABOUT 5 MINUTES HE RETURNED TO THE VEHICLE AND IT WAS ENGULFED IN FLAMES. CUSTOMER STATES THE VEHICLE HAS BEEN TOTALED BECAUSE OF THE BATTERY AND WIRING CAUGHT FIRE. NEED VEH LOCATION FROM INS CO.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

CASE NAME

[redacted]

CASE NUMBER

[redacted]

_____ START

_____ CORRESPONDENCE

_____ INVESTIGATION

X LEGAL

_____ DEPOSITIONS

_____ INTERROG, ANSWERS

- RELEASE + SETTLEMENT AGREEMENT
- COMPLAINT + JURY TRIAL REQUESTED
- SUMMONS
- TRANSM. FORM

_____ ENDFILE

RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

For and in consideration of the sum of Two Hundred Fifty-Nine Thousand and no/100 Dollars ($259,000.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned Plaintiffs, [redacted] for themselves and for their heirs, executors, administrators, successors and assigns, and Central Mutual Insurance Company, for itself, and all affiliated entities, foreign and domestic, their officers, directors, shareholders, insurers, administrators, executors, assigns, predecessors, successors, transferees, affiliates, subsidiaries, employees and agents, do hereby release, remise and forever acquit Volkswagen of America, Inc. and all affiliated Volkswagen entities, foreign and domestic, their officers, directors, shareholders, insurers, administrators, executors, assigns, predecessors, successors, transferees, affiliates, subsidiaries, employees and agents, and Jim Ellis Atlanta, Inc., and all affiliated entities, foreign and domestic, their officers, directors, shareholders, insurers, administrators, executors, assigns, predecessors, successors, transferees, affiliates, subsidiaries, employees, and agents ("Releasees") from any and all claims, demands, actions and causes of action arising from the fire at the residence of [redacted], Alpharetta, Georgia [redacted] on or about February 16, 2004 ("incident"), and the parties agree to file an agreed dismissal with prejudice of the civil action styled [redacted] and Central Mutual Insurance Company v. Volkswagen of America, Inc. and Jim Ellis Atlanta, Inc., In the State Court of DeKalb County, State of Georgia, Civil Action File No. 05A-36983-3.

The undersigned further warrant and agree that this release shall include all claims, known and unknown, or which might hereafter become known, arising from the incident which forms the basis of the undersigneds' complaint.

The undersigned understand and agree that the Releasees specifically deny and dispute legal liability and damages, and the undersigned warrant that no promise or inducement has been offered except as herein set forth. The undersigned agree as a further consideration and inducement for this compromise and settlement that it shall apply to all damages allegedly suffered as a result of the aforesaid incident, including damages currently unknown and unanticipated, as well as those heretofore disclosed.

Further, in consideration as aforesaid, the undersigned hereby direct the above-stated lawsuit to be immediately dismissed with prejudice from this Court.

The undersigned state that the facts set forth in the above and foregoing release and settlement agreement are true and correct, that they understand the contents of this release and settlement agreement, and that they execute this release and settlement agreement for the sole consideration herein expressed.

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original. When combined, separate signature pages in this Agreement shall serve with the same force and effect, and constitute one and the same document, as if originally attached.

This Agreement shall become effective when signed by all Parties.

[redacted]

Sworn to and subscribed
before me this _____ day
of _____, 2006.

_____
Notary Public

[redacted]

Sworn to and subscribed
before me this _____ day
of _____, 2006.

_____
Notary Public

CENTRAL MUTUAL INSURANCE COMPANY

By: _____

Sworn to and subscribed
before me this 4th day
of January, 2006.

_____
Notary Public

NANCY J. MUNTZINGER
Notary Public for the State of Ohio
My commission expires October 5, 2007

[redacted]

Sworn to and subscribed
before me this 18 day
of January, 2006.

Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires October 13, 2007

[redacted]

Sworn to and subscribed
before me this 18 day
of January, 2006.

Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires October 13, 2007

CENTRAL MUTUAL INSURANCE COMPANY

By: _____

Sworn to and subscribed
before me this _____ day
of _____, 2006.

_____
Notary Public

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

DANIEL RICHARDS, KRISTA RICHARDS, and CENTRAL MUTUAL INSURANCE COMPANY, Plaintiffs, V. VOLKSWAGEN OF AMERICA, INC. and JIM ELLIS ATLANTA, INC., Defendants.	§ § § § § § § § § § § §	CIVIL ACTION, FILE NO._____ ***COMPLAINT*** ***JURY TRIAL REQUESTED***

COME NOW, Plaintiffs Daniel Richards and Krista Richards (hereinafter "the Richards"), and Central Mutual Fire Insurance Company (hereinafter "Central"), and file this Complaint against Defendants Volkswagen of America, Inc. ("Volkswagen") and Jim Ellis Atlanta, Inc. ("Ellis Dealership") (collectively, "Defendants"), based upon personal knowledge of the facts regarding Richards and Central (hereinafter, collectively, "Plaintiffs"), and upon information and belief as to all other matters, as follows:

I. PARTIES

1. At all times relevant herein, the Richards have been citizens of Forsyth County, Georgia, and resided at 5115 Oakmont Bend in Alpharetta, Georgia 30004-3937 ("home" or "premises"). On or about February 16, 2004, the Richards' 2002 Volkswagen Passat ("vehicle") caused a fire at their home ("fire" or "incident"). The fire caused extensive damage to the Richards' home and personal property, as well as additional costs and expenses.

2. Central is an insurance company authorized to engage in the insurance business in Georgia, with its principal place of business at 800 South Washington Street, Van Wert, Ohio

45891-2357. At all times relevant herein, Central insured the home and contents of the Richards, and made payments to, for or on behalf of the Richards in connection with the damages suffered due to the fire. As a matter of law and equity, Central is entitled to prosecute this case against Defendants for the sums paid to, for or on behalf of the Richards as a result of Defendants' negligent and otherwise wrongful acts and/or omissions, as described herein, and is subrogated to rights of recovery or causes of action for said damages and/or payment(s).

3. Defendant Volkswagen of America, Inc. is a corporation duly formed and existing under the laws of the State of New Jersey, with its principal place of business at 3800 Hamlin Road 4E02, Auburn Hills, Michigan 48326-2829. Volkswagen is authorized to conduct business in the State of Georgia, with authorized dealerships throughout the State of Georgia, including DeKalb County. At all times relevant herein, Volkswagen was engaged in the design, manufacture, testing, inspection, advertising, marketing, sale, distribution, maintenance, service and/or repair of motor vehicles. Volkswagen may be served through its registered agent, Corporation Process Company, 180 Cherokee Street NE, Marietta, Georgia 30060.

4. Defendant Jim Ellis Atlanta, Inc. is a corporation duly formed and existing under the laws of the State of Georgia, with its principal place of business at 5901 Peachtree Industrial Boulevard, Atlanta, DeKalb County, Georgia 30341-1630. At all times relevant herein, the Ellis Dealership was a Volkswagen authorized dealership engaged in the advertising, marketing, sale, distribution, inspection, maintenance, service, testing and/or repair of motor vehicles. The Ellis Dealership may be served through its registered agent, Rafe Banks III, 309 Pirkle Ferry Road, Building F, Cumming, Georgia 30040.

II. JURISDICTION & VENUE

5. This court has subject matter jurisdiction over this dispute.

6. Venue is proper in DeKalb County, Georgia.

III. FACTS

7. Plaintiffs bring this Complaint against the Defendants to recover monetary damages for all losses they sustained resulting from the fire which occurred at the Richards' home. Such damages were proximately caused by the Richards' defective 2002 Volkswagen Passat, and Defendants' wrongful acts and omissions in connection therewith.

8. More specifically, the vehicle was sold and/or put into the stream of commerce to the Richards by the Ellis Dealership, which also advertised, marketed, distributed, inspected, maintained, serviced, tested and/or repaired the vehicle.

9. The vehicle was designed, manufactured, tested, inspected, advertised, marketed, sold, supplied, distributed, maintained, serviced, repaired, and/or put into the stream of commerce by Volkswagen.

10. While driving the vehicle on Sunday, February 15, 2004, Mrs. Richards noticed it had reduced power. When Mrs. Richards tried to drive the vehicle later in the day to pick-up her daughter, she noticed it still was running poorly, had rough idling, and the "check engine" light was illuminated. Therefore, she turned around, parked the vehicle in her home's garage, and picked-up her daughter with Mr. Richard's truck.

11. That evening, Mr. Richards checked the vehicle's oil level [which was normal] and "revved" the engine. According to Mr. Richards, the vehicle was "running rough." He advised Mrs. Richards to make arrangements to have the car serviced the following day.

12. On Monday, February 16th, the Richards called VW roadside assistance to have the vehicle towed into the repair shop. Before VW's roadside assistance arrived at the home, Mrs. Richards heard the smoke detectors go off. Upon hearing the detectors, Mrs. Richards ran upstairs to make sure her daughter was alright, then ran through the upstairs of the house – but did not see or smell any fire/smoke.

13. When she went back downstairs, Mrs. Richards viewed smoke in the kitchen, which is located immediately off the home's garage. When Mrs. Richards entered the garage, there was smoke and flame coming from under the hood of the vehicle. She immediately turned the car off and removed the key from the ignition.

14. When she opened the hood, Mrs. Richards described it as like "a barbeque on the top of the engine, flames were shooting up from the top of the engine." Mrs. Richards then dropped the hood down, got her daughter, and called "911."

15. According to experts at the inspection, as well as the Vehicle Inspection Report by Michael Zazula [VW Product Liaison Engineer], the fire originated in the vehicle's engine compartment. Moreover, the Richards' statements about the vehicle are consistent with the defect described in VW recall/service action information concerning defect(s) in the vehicle.

IV. CAUSES OF ACTION

A. Negligence Claims Against Volkswagen

16. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

17. At the time of the incident, Volkswagen owed a duty to the Richards to exercise reasonably prudent and ordinary care in the design, manufacture, testing, inspection, advertising, marketing, sale, distribution, maintenance, service and/or repair of the vehicle. Volkswagen

violated this duty by its negligent acts or omissions. Volkswagen's negligent acts or omissions include, but are not limited to:

a. Failing to properly design a reasonably safe vehicle;

b. Failing to properly manufacture a reasonably safe vehicle;

c. Failing to properly test and/or inspect the vehicle so as to discover its defective condition;

d. Failing to give reasonable and adequate warnings of the defect existing in the vehicle at the time of its manufacture;

e. Failing to provide, establish and/or follow proper and adequate quality control methods and procedures to provide a reasonably safe vehicle, and/or to quickly and adequately warn consumers of dangers in the vehicle;

f. Designing a vehicle that it knew or should have known created an unreasonable risk of harm by fire to the Richards and their property;

g. Manufacturing a vehicle that it knew or should have known created an unreasonable risk of harm to the Richards and their property;

h. Advertising, marketing, selling, distributing, and/or placing into the stream of commerce a vehicle that it knew or should have known created an unreasonable risk of harm to the Richards and their property;

i. Failing to properly notify or warn the Richards of the defective condition of their vehicle when it knew or should have known of such condition;

j. Failing to properly remedy, or advise someone to properly remedy, the defective condition before or after sale to the Richards, or during any service visits;

k. Failing to advise and/or warn the Richards, or request that someone advise the Richards, to visit the Ellis Dealership or a qualified Volkswagen dealership or service facility, so that the defective condition could be remedied;

l. Failing to properly monitor vehicle registration numbers/listings and/or customer lists to ascertain the identity and location of customers, such as the Richards, who own defective vehicles;

m. Failing to properly advise and/or warn the Richards not to park the vehicle in a garage or carport, near people or near combustible materials, due to its defective condition;

n. Failing to advise, notify and/or warn the Richards of the contents of any salient communications between Defendants which would have alerted the Richards to the defective condition of the vehicle;

o. Failing to design, manufacture, supply, distribute and/or sell the vehicle in a safe manner and/or without correcting the defect;

p. Failing to properly and adequately investigate fires occurring in the subject vehicle line, or substantially similar vehicle line, which included a similar origin and/or cause of the fire in question;

q. Failing to properly institute an effective vehicle recall campaign; and/or

r. In such other respects as may be shown by the discovery or at trial.

18. Each of the above acts and omissions, singularly or in conjunction with others, constituted breaches of Volkswagen's duties of care and negligence, which proximately caused Plaintiffs' damages.

19. Moreover, by and through the doctrines of vicarious liability, *respondeat superior*, express or apparent agency, joint enterprise liability and/or master/servant relationship, among other things, Volkswagen is liable for the wrongful acts and omissions of its employees, representatives and agents, including without limitation the Ellis Dealership, as described further in the paragraphs above and below, which are fully incorporated herein by reference.

20. In addition and/or the alternative, Plaintiffs invoke the Doctrine of *Res Ipsa Loquitur* as a basis for Defendants' liability for the damages sustained by Plaintiffs.

B. Negligence Claims Against The Ellis Dealership

21. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

22. At the time of the incident, the Ellis Dealership owed a duty to the Richards to exercise reasonably prudent and ordinary care in the testing, inspection, advertising, marketing, sale, supply, distribution, maintenance, service and/or repair of the vehicle. The Ellis Dealership

violated this duty by its negligent acts or omissions. The Ellis Dealership's negligent acts or omissions include, but are not limited to:

a. Failing to properly test and/or inspect the vehicle so as to discover its defective condition;

b. Failing to give reasonable and adequate warnings of the defect existing in the vehicle at the time of its manufacture, sale or delivery;

c. Failing to provide, establish and/or follow proper and adequate quality control methods and procedures to provide a reasonably safe vehicle, and/or to quickly and adequately warn consumers of dangers in the vehicle;

d. Advertising, marketing, selling, distributing, and/or placing into the stream of commerce a vehicle that it knew or should have known created an unreasonable risk of harm to the Richards and their property;

e. Failing to properly notify or warn the Richards of the defective condition of their vehicle when it knew or should have known of such condition;

f. Failing to properly remedy, or advise someone to properly remedy, the defective condition before or after sale to the Richards, or during any service visits;

g. Failing to advise and/or warn the Richards, or request that someone advise the Richards, to visit the Ellis Dealership or a qualified Volkswagen dealership or service facility, so that the defective condition could be remedied;

h. Failing to properly monitor vehicle registration numbers/listings and/or customer lists to ascertain the identity and location of customers, such as the Richards, who own defective vehicles;

i. Failing to properly advise and/or warn the Richards not to park the vehicle in a garage or carport, near people or near combustible materials, due to its defective condition;

j. Failing to advise, notify and/or warn the Richards of the contents of any salient communications between Defendants which would have alerted the Richards to the defective condition of the vehicle;

k. Failing to supply, distribute and/or sell the vehicle in a safe manner and/or without correcting the defect;

l. Failing to properly and adequately investigate fires occurring in the subject vehicle line, or substantially similar vehicle line, which included a similar origin and/or cause of the fire in question;

m. Failing to properly institute an effective vehicle recall campaign; and/or

n. In such other respects as may be shown by the discovery or at trial.

23. Each of the above acts and omissions, singularly or in conjunction with others, constituted breaches of the Ellis Dealership's duties of care and negligence, which proximately caused Plaintiffs' damages.

24. Moreover, by and through the doctrines of vicarious liability, *respondeat superior*, express or apparent agency, joint enterprise liability and/or master/servant relationship, among other things, the Ellis Dealership is liable for the wrongful acts and omissions of its employees, representatives and agents, as described further in the paragraphs above and below, which are fully incorporated herein by reference.

25. In addition and/or the alternative, Plaintiffs invoke the Doctrine of *Res Ipsa Loquitur* as a basis for Defendants' liability for the damages sustained by Plaintiffs.

C. Strict Liability

26. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

27. In addition and/or the alternative, Plaintiffs would show that Defendants are strictly liable for the damages that occurred as a direct and proximate result of the fire caused by the defective vehicle.

28. Prior to the incident, the vehicle had been placed in the channels of commerce by Defendants for ultimate use by members of the public, including the Richards.

29. The vehicle was designed, manufactured, inspected, tested, advertised, marketed, supplied, distributed, sold and/or put into the stream of commerce in a manner so as to render it defective, unsafe and/or unreasonably dangerous. Moreover, the vehicle was defective, unsafe

and/or unreasonably dangerous because it failed to contain proper and adequate warnings and instructions regarding its use and limitations, failed to contain proper and adequate warnings regarding the dangers of using it in particular circumstances, and/or failed to contain proper and adequate instructions and information for its authorized dealers, representatives, agents and/or consumers with regard to its uses, limitations and dangers.

30. The vehicle was defective at the time it left the hands of Defendants, was expected to and did reach the Richards without substantial change in its condition, and remained defective at all times thereafter until it caused the fire and Plaintiffs' damages. At the time of the fire, the vehicle was being used in a manner for which it was designed, manufactured, advertised, marketed, supplied, distributed, sold and/or put into the stream of commerce.

31. Said defect rendered the vehicle unreasonably dangerous, which was the producing cause of the fire and the damages sustained by Plaintiffs.

D. Fraudulent And/Or Negligent Misrepresentation

32. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

33. In addition and/or in the alternative, Plaintiffs allege that Defendants, at the relevant time and through the conduct herein alleged, knowingly, recklessly or negligently misrepresented material facts concerning Volkswagen vehicles and/or Defendants' services, and/or misled consumers - such as the Richards - concerning the defective condition of the vehicle and/or the inadequacy of Defendants' services with respect to the vehicle.

34. Defendants knew or should have known that the advertisements, descriptions and/or representations of the vehicle and/or their services made in promotions, advertising and/or marketing were misleading, false and/or incomplete with respect to the quality, characteristics

and/or condition of the vehicle and/or Defendants' services. In addition or the alternative, Defendants knowingly, recklessly or negligently failed to warn Plaintiffs of a known defect at the time the vehicle left the hands of Defendants, at the time the vehicle was supplied, sold or delivered to the Richards, and/or at the time they became aware of the defective or dangerous condition of the vehicle, and/or withheld material information concerning such defect.

35. Each of the above acts and omissions, singularly or in conjunction with others, were a proximate cause of Plaintiffs' damages. Accordingly, Plaintiffs also seek punitive, exemplary or multiple damages.

E. Gross Negligence

36. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

37. In addition and/or the alternative, Plaintiffs' resulting damages and losses were caused by the grossly negligent, reckless, and/or consciously indifferent acts and/or omissions of Defendants. Defendants' acts and/or omissions constituted a conscious indifference to the rights and welfare of persons affected by it. Moreover, despite accepting responsibility for damage to the vehicle, Volkswagen has rejected Plaintiffs' pre-suit settlement offer, refused to provide any evidence to support its rejection of Plaintiffs' offer, and/or otherwise caused Plaintiffs unnecessary trouble and expense.

38. Plaintiffs intend to show that the factors the jury may consider in determining the amount of exemplary damages which should be awarded include: (a) the nature of the wrong committed by Defendants; (b) the character of conduct of Defendants; (c) the degree of culpability of Defendants; (d) the situation and sensibilities of the parties concerned; and/or (e) the extent Defendants' conduct offends a public sense of justice and propriety.

39. As a result, Plaintiffs seek to recover not only the monetary damages caused by Defendants' wrongful acts and omissions, but also to recover punitive, exemplary and/or multiple damages from Defendants.

F. Breach Of Express And/Or Implied Warranties

40. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

41. In addition and/or the alternative, Defendants have breached warranties, express or implied, that are applicable to the Richards' vehicle, including, without limitation, the implied warranty of merchantability, implied warranty of fitness for a particular purpose, and implied warranty of good and workmanlike services, repairs and/or conduct.

42. Volkswagen is a designer, manufacturer, distributor and/or merchant as to its motor vehicles. The Ellis Dealership is an authorized dealer, merchant and/or service center for Volkswagen's vehicles that, among other things, failed to properly service and/or repair the Richards' vehicle.

43. Defendants represented and/or warranted that the vehicle, among other things, was safe in ordinary and foreseeable operation. In addition or the alternative, pursuant to the implied warranty of merchantability, Defendants warrant that their vehicles are fit for the ordinary purposes for which they are sold, conform to affirmations made in their labeling and sales literature, and/or are free from defects so as to pass without objection in the trade.

44. When placing their vehicles and components into the stream of commerce and/or servicing or repairing such vehicles, Defendants are aware that motorists acquiring vehicles expect them to be safe and free from defects in ordinary and foreseeable operation, and/or expect for dealerships and/or service centers to service and/or repair their vehicles properly, and that

such motorists rely upon Defendants' knowledge and expertise to furnish vehicles suitable for this purpose and perform proper repairs. Among other things, these facts give rise to an implied warranty of fitness for a particular purpose with respect to Volkswagen's vehicles and/or an implied warranty of good and workmanlike services, repairs and/or conduct.

45. Any attempts to limit the duration of any implied warranties fail because, among other things, these limitations are unconscionable. Such limitations on implied warranties are unconscionable because, among other things, Defendants purport to impose the limitations upon motorists through contracts of adhesion and because, at the time such limitation is imposed, Defendants, but not the purchaser of their products, are aware that the vehicle contains one or more defects likely to totally or partially destroy its value that may not be manifested until after the vehicle's express warranty has expired.

46. Defendants have breached the express and/or implied warranties applicable to the vehicle by, among other things, selling the vehicle in a defective condition likely to cause fires, failing to provide warnings and instructions required to reduce the risk of fires, and/or failing to properly repair and/or remedy the defect in the vehicle.

47. As a proximate result of Defendants' breaches of express and/or implied warranties, Plaintiffs have incurred damages for which they now sue, which are in an amount if excess of the minimum jurisdictional limits of this Court.

G. Attorneys' Fees

48. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

49. Prior to filing suit, Plaintiff demanded that Volkswagen resolve this matter without the necessity of litigation, and compensate Plaintiffs for damages. Moreover, despite

accepting responsibility for damage to the vehicle, Volkswagen has rejected Plaintiffs' pre-suit settlement offer, refused to provide any evidence to support its rejection of Plaintiffs' offer, has acted in bad faith, has been stubbornly litigious, and/or otherwise caused Plaintiffs unnecessary trouble and expense pursuant to O.C.G.A. 13-6-11 to the extent that it has forced Plaintiffs to file suit to recover their damages.

50. Therefore, by virtue of the foregoing, Volkswagen is liable to Plaintiffs for all reasonable and necessary attorneys' fees and costs, and pre-judgment interest.

V. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully request that:

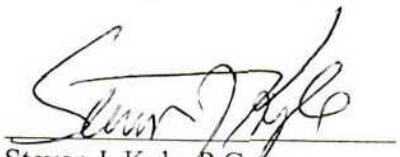
a. Summons and process issue to compel Defendants to appear and answer this Complaint;

b. This Court empanel a twelve person lawful jury to hear this case,

c. Judgment be rendered in favor of Plaintiffs and against Defendants, jointly and severally, in an amount to be decided by the jury, plus reasonable attorneys' fees and costs, prejudgment and post-judgment interest at the highest legal rate, and court costs as provided by law, and

d. This Court grant such other and further relief, in law or equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,



Steven J. Kyle, P.C.
Ga. Bar # 430700

ATTORNEY FOR PLAINTIFFS

Bovis, Kyle & Burch
53 Perimeter Center East
Suite 300
Atlanta, Georgia, 30346

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

DANIEL RICHARDS, KRISTA RICHARDS, and CENTRAL MUTUAL INSURANCE COMPANY,	§	CIVIL ACTION, FILE NO._____
Plaintiffs,	§	
V.	§	*COMPLAINT*
	§	*JURY TRIAL REQUESTED*
VOLKSWAGEN OF AMERICA, INC. and JIM ELLIS ATLANTA, INC.,	§	
Defendants.	§	

COME NOW, Plaintiffs Daniel Richards and Krista Richards (hereinafter "the Richards"), and Central Mutual Fire Insurance Company (hereinafter "Central"), and file this Complaint against Defendants Volkswagen of America, Inc. ("Volkswagen") and Jim Ellis Atlanta, Inc. ("Ellis Dealership") (collectively, "Defendants"), based upon personal knowledge of the facts regarding Richards and Central (hereinafter, collectively, "Plaintiffs"), and upon information and belief as to all other matters, as follows:

I. PARTIES

1. At all times relevant herein, the Richards have been citizens of Forsyth County, Georgia, and resided at 5115 Oakmont Bend in Alpharetta, Georgia 30004-3937 ("home" or "premises"). On or about February 16, 2004, the Richards' 2002 Volkswagen Passat ("vehicle") caused a fire at their home ("fire" or "incident"). The fire caused extensive damage to the Richards' home and personal property, as well as additional costs and expenses.

2. Central is an insurance company authorized to engage in the insurance business in Georgia, with its principal place of business at 800 South Washington Street, Van Wert, Ohio

45891-2357. At all times relevant herein, Central insured the home and contents of the Richards, and made payments to, for or on behalf of the Richards in connection with the damages suffered due to the fire. As a matter of law and equity, Central is entitled to prosecute this case against Defendants for the sums paid to, for or on behalf of the Richards as a result of Defendants' negligent and otherwise wrongful acts and/or omissions, as described herein, and is subrogated to rights of recovery or causes of action for said damages and/or payment(s).

3. Defendant Volkswagen of America, Inc. is a corporation duly formed and existing under the laws of the State of New Jersey, with its principal place of business at 3800 Hamlin Road 4E02, Auburn Hills, Michigan 48326-2829. Volkswagen is authorized to conduct business in the State of Georgia, with authorized dealerships throughout the State of Georgia, including DeKalb County. At all times relevant herein, Volkswagen was engaged in the design, manufacture, testing, inspection, advertising, marketing, sale, distribution, maintenance, service and/or repair of motor vehicles. Volkswagen may be served through its registered agent, Corporation Process Company, 180 Cherokee Street NE, Marietta, Georgia 30060.

4. Defendant Jim Ellis Atlanta, Inc. is a corporation duly formed and existing under the laws of the State of Georgia, with its principal place of business at 5901 Peachtree Industrial Boulevard, Atlanta, DeKalb County, Georgia 30341-1630. At all times relevant herein, the Ellis Dealership was a Volkswagen authorized dealership engaged in the advertising, marketing, sale, distribution, inspection, maintenance, service, testing and/or repair of motor vehicles. The Ellis Dealership may be served through its registered agent, Rafe Banks III, 309 Pirkle Ferry Road, Building F, Cumming, Georgia 30040.

II. JURISDICTION & VENUE

5. This court has subject matter jurisdiction over this dispute.

6. Venue is proper in DeKalb County, Georgia.

III. FACTS

7. Plaintiffs bring this Complaint against the Defendants to recover monetary damages for all losses they sustained resulting from the fire which occurred at the Richards' home. Such damages were proximately caused by the Richards' defective 2002 Volkswagen Passat, and Defendants' wrongful acts and omissions in connection therewith.

8. More specifically, the vehicle was sold and/or put into the stream of commerce to the Richards by the Ellis Dealership, which also advertised, marketed, distributed, inspected, maintained, serviced, tested and/or repaired the vehicle.

9. The vehicle was designed, manufactured, tested, inspected, advertised, marketed, sold, supplied, distributed, maintained, serviced, repaired, and/or put into the stream of commerce by Volkswagen.

10. While driving the vehicle on Sunday, February 15, 2004, Mrs. Richards noticed it had reduced power. When Mrs. Richards tried to drive the vehicle later in the day to pick-up her daughter, she noticed it still was running poorly, had rough idling, and the "check engine" light was illuminated. Therefore, she turned around, parked the vehicle in her home's garage, and picked-up her daughter with Mr. Richard's truck.

11. That evening, Mr. Richards checked the vehicle's oil level [which was normal] and "revved" the engine. According to Mr. Richards, the vehicle was "running rough." He advised Mrs. Richards to make arrangements to have the car serviced the following day.

12. On Monday, February 16th, the Richards called VW roadside assistance to have the vehicle towed into the repair shop. Before VW's roadside assistance arrived at the home, Mrs. Richards heard the smoke detectors go off. Upon hearing the detectors, Mrs. Richards ran upstairs to make sure her daughter was alright, then ran through the upstairs of the house – but did not see or smell any fire/smoke.

13. When she went back downstairs, Mrs. Richards viewed smoke in the kitchen, which is located immediately off the home's garage. When Mrs. Richards entered the garage, there was smoke and flame coming from under the hood of the vehicle. She immediately turned the car off and removed the key from the ignition.

14. When she opened the hood, Mrs. Richards described it as like "a barbeque on the top of the engine, flames were shooting up from the top of the engine." Mrs. Richards then dropped the hood down, got her daughter, and called "911."

15. According to experts at the inspection, as well as the Vehicle Inspection Report by Michael Zazula [VW Product Liaison Engineer], the fire originated in the vehicle's engine compartment. Moreover, the Richards' statements about the vehicle are consistent with the defect described in VW recall/service action information concerning defect(s) in the vehicle.

IV. CAUSES OF ACTION

A. Negligence Claims Against Volkswagen

16. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

17. At the time of the incident, Volkswagen owed a duty to the Richards to exercise reasonably prudent and ordinary care in the design, manufacture, testing, inspection, advertising, marketing, sale, distribution, maintenance, service and/or repair of the vehicle. Volkswagen

violated this duty by its negligent acts or omissions. Volkswagen's negligent acts or omissions include, but are not limited to:

a. Failing to properly design a reasonably safe vehicle;

b. Failing to properly manufacture a reasonably safe vehicle;

c. Failing to properly test and/or inspect the vehicle so as to discover its defective condition;

d. Failing to give reasonable and adequate warnings of the defect existing in the vehicle at the time of its manufacture;

e. Failing to provide, establish and/or follow proper and adequate quality control methods and procedures to provide a reasonably safe vehicle, and/or to quickly and adequately warn consumers of dangers in the vehicle;

f. Designing a vehicle that it knew or should have known created an unreasonable risk of harm by fire to the Richards and their property;

g. Manufacturing a vehicle that it knew or should have known created an unreasonable risk of harm to the Richards and their property;

h. Advertising, marketing, selling, distributing, and/or placing into the stream of commerce a vehicle that it knew or should have known created an unreasonable risk of harm to the Richards and their property;

i. Failing to properly notify or warn the Richards of the defective condition of their vehicle when it knew or should have known of such condition;

j. Failing to properly remedy, or advise someone to properly remedy, the defective condition before or after sale to the Richards, or during any service visits;

k. Failing to advise and/or warn the Richards, or request that someone advise the Richards, to visit the Ellis Dealership or a qualified Volkswagen dealership or service facility, so that the defective condition could be remedied;

l. Failing to properly monitor vehicle registration numbers/listings and/or customer lists to ascertain the identity and location of customers, such as the Richards, who own defective vehicles;

m. Failing to properly advise and/or warn the Richards not to park the vehicle in a garage or carport, near people or near combustible materials, due to its defective condition;

n. Failing to advise, notify and/or warn the Richards of the contents of any salient communications between Defendants which would have alerted the Richards to the defective condition of the vehicle;

o. Failing to design, manufacture, supply, distribute and/or sell the vehicle in a safe manner and/or without correcting the defect;

p. Failing to properly and adequately investigate fires occurring in the subject vehicle line, or substantially similar vehicle line, which included a similar origin and/or cause of the fire in question;

q. Failing to properly institute an effective vehicle recall campaign; and/or

r. In such other respects as may be shown by the discovery or at trial.

18. Each of the above acts and omissions, singularly or in conjunction with others, constituted breaches of Volkswagen's duties of care and negligence, which proximately caused Plaintiffs' damages.

19. Moreover, by and through the doctrines of vicarious liability, *respondeat superior*, express or apparent agency, joint enterprise liability and/or master/servant relationship, among other things, Volkswagen is liable for the wrongful acts and omissions of its employees, representatives and agents, including without limitation the Ellis Dealership, as described further in the paragraphs above and below, which are fully incorporated herein by reference.

20. In addition and/or the alternative, Plaintiffs invoke the Doctrine of *Res Ipsa Loquitur* as a basis for Defendants' liability for the damages sustained by Plaintiffs.

B. Negligence Claims Against The Ellis Dealership

21. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

22. At the time of the incident, the Ellis Dealership owed a duty to the Richards to exercise reasonably prudent and ordinary care in the testing, inspection, advertising, marketing, sale, supply, distribution, maintenance, service and/or repair of the vehicle. The Ellis Dealership

violated this duty by its negligent acts or omissions. The Ellis Dealership's negligent acts or omissions include, but are not limited to:

a. Failing to properly test and/or inspect the vehicle so as to discover its defective condition;

b. Failing to give reasonable and adequate warnings of the defect existing in the vehicle at the time of its manufacture, sale or delivery;

c. Failing to provide, establish and/or follow proper and adequate quality control methods and procedures to provide a reasonably safe vehicle, and/or to quickly and adequately warn consumers of dangers in the vehicle;

d. Advertising, marketing, selling, distributing, and/or placing into the stream of commerce a vehicle that it knew or should have known created an unreasonable risk of harm to the Richards and their property;

e. Failing to properly notify or warn the Richards of the defective condition of their vehicle when it knew or should have known of such condition;

f. Failing to properly remedy, or advise someone to properly remedy, the defective condition before or after sale to the Richards, or during any service visits;

g. Failing to advise and/or warn the Richards, or request that someone advise the Richards, to visit the Ellis Dealership or a qualified Volkswagen dealership or service facility, so that the defective condition could be remedied;

h. Failing to properly monitor vehicle registration numbers/listings and/or customer lists to ascertain the identity and location of customers, such as the Richards, who own defective vehicles;

i. Failing to properly advise and/or warn the Richards not to park the vehicle in a garage or carport, near people or near combustible materials, due to its defective condition;

j. Failing to advise, notify and/or warn the Richards of the contents of any salient communications between Defendants which would have alerted the Richards to the defective condition of the vehicle;

k. Failing to supply, distribute and/or sell the vehicle in a safe manner and/or without correcting the defect;

l. Failing to properly and adequately investigate fires occurring in the subject vehicle line, or substantially similar vehicle line, which included a similar origin and/or cause of the fire in question;

m. Failing to properly institute an effective vehicle recall campaign; and/or

n. In such other respects as may be shown by the discovery or at trial.

23. Each of the above acts and omissions, singularly or in conjunction with others, constituted breaches of the Ellis Dealership's duties of care and negligence, which proximately caused Plaintiffs' damages.

24. Moreover, by and through the doctrines of vicarious liability, *respondeat superior*, express or apparent agency, joint enterprise liability and/or master/servant relationship, among other things, the Ellis Dealership is liable for the wrongful acts and omissions of its employees, representatives and agents, as described further in the paragraphs above and below, which are fully incorporated herein by reference.

25. In addition and/or the alternative, Plaintiffs invoke the Doctrine of *Res Ipsa Loquitur* as a basis for Defendants' liability for the damages sustained by Plaintiffs.

C. **Strict Liability**

26. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

27. In addition and/or the alternative, Plaintiffs would show that Defendants are strictly liable for the damages that occurred as a direct and proximate result of the fire caused by the defective vehicle.

28. Prior to the incident, the vehicle had been placed in the channels of commerce by Defendants for ultimate use by members of the public, including the Richards.

29. The vehicle was designed, manufactured, inspected, tested, advertised, marketed, supplied, distributed, sold and/or put into the stream of commerce in a manner so as to render it defective, unsafe and/or unreasonably dangerous. Moreover, the vehicle was defective, unsafe

and/or unreasonably dangerous because it failed to contain proper and adequate warnings and instructions regarding its use and limitations, failed to contain proper and adequate warnings regarding the dangers of using it in particular circumstances, and/or failed to contain proper and adequate instructions and information for its authorized dealers, representatives, agents and/or consumers with regard to its uses, limitations and dangers.

30. The vehicle was defective at the time it left the hands of Defendants, was expected to and did reach the Richards without substantial change in its condition, and remained defective at all times thereafter until it caused the fire and Plaintiffs' damages. At the time of the fire, the vehicle was being used in a manner for which it was designed, manufactured, advertised, marketed, supplied, distributed, sold and/or put into the stream of commerce.

31. Said defect rendered the vehicle unreasonably dangerous, which was the producing cause of the fire and the damages sustained by Plaintiffs.

D. Fraudulent And/Or Negligent Misrepresentation

32. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

33. In addition and/or in the alternative, Plaintiffs allege that Defendants, at the relevant time and through the conduct herein alleged, knowingly, recklessly or negligently misrepresented material facts concerning Volkswagen vehicles and/or Defendants' services, and/or misled consumers - such as the Richards - concerning the defective condition of the vehicle and/or the inadequacy of Defendants' services with respect to the vehicle.

34. Defendants knew or should have known that the advertisements, descriptions and/or representations of the vehicle and/or their services made in promotions, advertising and/or marketing were misleading, false and/or incomplete with respect to the quality, characteristics

and/or condition of the vehicle and/or Defendants' services. In addition or the alternative, Defendants knowingly, recklessly or negligently failed to warn Plaintiffs of a known defect at the time the vehicle left the hands of Defendants, at the time the vehicle was supplied, sold or delivered to the Richards, and/or at the time they became aware of the defective or dangerous condition of the vehicle, and/or withheld material information concerning such defect.

35. Each of the above acts and omissions, singularly or in conjunction with others, were a proximate cause of Plaintiffs' damages. Accordingly, Plaintiffs also seek punitive, exemplary or multiple damages.

E. Gross Negligence

36. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

37. In addition and/or the alternative, Plaintiffs' resulting damages and losses were caused by the grossly negligent, reckless, and/or consciously indifferent acts and/or omissions of Defendants. Defendants' acts and/or omissions constituted a conscious indifference to the rights and welfare of persons affected by it. Moreover, despite accepting responsibility for damage to the vehicle, Volkswagen has rejected Plaintiffs' pre-suit settlement offer, refused to provide any evidence to support its rejection of Plaintiffs' offer, and/or otherwise caused Plaintiffs unnecessary trouble and expense.

38. Plaintiffs intend to show that the factors the jury may consider in determining the amount of exemplary damages which should be awarded include: (a) the nature of the wrong committed by Defendants; (b) the character of conduct of Defendants; (c) the degree of culpability of Defendants; (d) the situation and sensibilities of the parties concerned; and/or (e) the extent Defendants' conduct offends a public sense of justice and propriety.

39. As a result, Plaintiffs seek to recover not only the monetary damages caused by Defendants' wrongful acts and omissions, but also to recover punitive, exemplary and/or multiple damages from Defendants.

F. **Breach Of Express And/Or Implied Warranties**

40. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

41. In addition and/or the alternative, Defendants have breached warranties, express or implied, that are applicable to the Richards' vehicle, including, without limitation, the implied warranty of merchantability, implied warranty of fitness for a particular purpose, and implied warranty of good and workmanlike services, repairs and/or conduct.

42. Volkswagen is a designer, manufacturer, distributor and/or merchant as to its motor vehicles. The Ellis Dealership is an authorized dealer, merchant and/or service center for Volkswagen's vehicles that, among other things, failed to properly service and/or repair the Richards' vehicle.

43. Defendants represented and/or warranted that the vehicle, among other things, was safe in ordinary and foreseeable operation. In addition or the alternative, pursuant to the implied warranty of merchantability, Defendants warrant that their vehicles are fit for the ordinary purposes for which they are sold, conform to affirmations made in their labeling and sales literature, and/or are free from defects so as to pass without objection in the trade.

44. When placing their vehicles and components into the stream of commerce and/or servicing or repairing such vehicles, Defendants are aware that motorists acquiring vehicles expect them to be safe and free from defects in ordinary and foreseeable operation, and/or expect for dealerships and/or service centers to service and/or repair their vehicles properly, and that

such motorists rely upon Defendants' knowledge and expertise to furnish vehicles suitable for this purpose and perform proper repairs. Among other things, these facts give rise to an implied warranty of fitness for a particular purpose with respect to Volkswagen's vehicles and/or an implied warranty of good and workmanlike services, repairs and/or conduct.

45. Any attempts to limit the duration of any implied warranties fail because, among other things, these limitations are unconscionable. Such limitations on implied warranties are unconscionable because, among other things, Defendants purport to impose the limitations upon motorists through contracts of adhesion and because, at the time such limitation is imposed, Defendants, but not the purchaser of their products, are aware that the vehicle contains one or more defects likely to totally or partially destroy its value that may not be manifested until after the vehicle's express warranty has expired.

46. Defendants have breached the express and/or implied warranties applicable to the vehicle by, among other things, selling the vehicle in a defective condition likely to cause fires, failing to provide warnings and instructions required to reduce the risk of fires, and/or failing to properly repair and/or remedy the defect in the vehicle.

47. As a proximate result of Defendants' breaches of express and/or implied warranties, Plaintiffs have incurred damages for which they now sue, which are in an amount if excess of the minimum jurisdictional limits of this Court.

G. Attorneys' Fees

48. Plaintiffs plead, restate and reallege all of the paragraphs above, as if set forth fully herein, and would further show the Court as follows:

49. Prior to filing suit, Plaintiff demanded that Volkswagen resolve this matter without the necessity of litigation, and compensate Plaintiffs for damages. Moreover, despite

accepting responsibility for damage to the vehicle, Volkswagen has rejected Plaintiffs' pre-suit settlement offer, refused to provide any evidence to support its rejection of Plaintiffs' offer, has acted in bad faith, has been stubbornly litigious, and/or otherwise caused Plaintiffs unnecessary trouble and expense pursuant to O.C.G.A. 13-6-11 to the extent that it has forced Plaintiffs to file suit to recover their damages.

50. Therefore, by virtue of the foregoing, Volkswagen is liable to Plaintiffs for all reasonable and necessary attorneys' fees and costs, and pre-judgment interest.

V. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully request that:

a. Summons and process issue to compel Defendants to appear and answer this Complaint;

b. This Court empanel a twelve person lawful jury to hear this case,

c. Judgment be rendered in favor of Plaintiffs and against Defendants, jointly and severally, in an amount to be decided by the jury, plus reasonable attorneys' fees and costs, prejudgment and post-judgment interest at the highest legal rate, and court costs as provided by law, and

d. This Court grant such other and further relief, in law or equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,

Steven J. Kyle, P.C.
Ga. Bar # 430700

ATTORNEY FOR PLAINTIFFS

Bovis, Kyle & Burch
53 Perimeter Center East
Suite 300
Atlanta, Georgia, 30346

SECOND ORIG.

STATE COURT OF DEKALB COUNTY

GEORGIA, DEKALB COUNTY

SUMMONS

Action No. 05A 36983-3

[ ] ANSWER

[ ] JURY 12 PERSON

Daniel Richards, Krista Richards and
Central Mutual Insurance Company
c/o Steven J. Kyle, Esquire
Bovis, Kyle & Burch, LLC
53 Perimeter Center East
Third Floor
Atlanta, GA 30346
(Plaintiff's name and address)

vs

Volkswagen of America, Inc. and
Jim Ellis Atlanta, Inc.
(Defendant's name and address)

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of State Court, Room 104, DeKalb County Courthouse, 556 N. McDonough Street, Decatur, Georgia 30030 and serve upon the plaintiff's attorney, to wit:

Steven J. Kyle
(Name)

Bovis, Kyle & Burch, LLC
(Address)

53 Perimeter Center East , 3rd Floor, Atlanta, GA 30346
(Phone Number) (Georgia Bar No.)

(770) 391-9100 430700

an ANSWER to the complaint which is herewith served upon you, within thirty (30) days after service upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. (Plus cost of this action.)

Filed this the 27 day of July 2005

Kenneth Cheek, Clerk
State Court of DeKalb County

By Walker
Deputy Clerk, State Court of DeKalb County

Defendant's Attorney

Address

Phone No. Georgia Bar No.

Third Party Attorney

Address

Phone No. Georgia Bar No.

TYPE OF SUIT

	Tort	
☐ Account	☐ Auto Accident	Principal $
☐ Contract	☐ Premises Liability	
☐ Note	☐ Medical Malpractice	Interest $
☐ Personal Property	☐ Other Professional Negligence	
☐ Attachment	☒ Product Liability	Atty Fees $
☐ Other:		
☐ Appeal/ Review	☐ Transferred From	Court Cost $

(Attach Blue to ORIGINAL and White to SERVICE COPY of complaint)

sum2002

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
08/05/2005
Log Number 510438811

24509110/02

TO: Linda Scipione
Volkswagen of America Inc.
4C01, 3800 Hamlin Road
Auburn Hills, MI, 48326

RECEIVED
AUG 11 2005

RE: **Process Served in Georgia**

FOR: VOLKSWAGEN OF AMERICA, INC. (Domestic State: NJ)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Daniel Richards, et al., pltfs. vs. Volkswagen of America, Inc., and Jim Ellis Atlanta, Inc., dfts.
DOCUMENT(S) SERVED:	Summons, Complaint - Jury Trial Requested
COURT/AGENCY:	State Court of DeKalb County, GA Case # 05A36983-3
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - 2002 Volkswagen Passat caused damage to home
ON WHOM PROCESS WAS SERVED:	Corporation Process Company, Marietta, GA
DATE AND HOUR OF SERVICE:	By Process Server on 08/04/2005 at 10:35
APPEARANCE OR ANSWER DUE:	30 days
ATTORNEY(S) / SENDER(S):	Steven J. Kyle Bovis, Kyle & Burch, LLC 53 Perimeter Center East, 3rd Floor Atlanta, Ga, 30346
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 791161333156
SIGNED: **ADDRESS:**	Corporation Process Company 180 Cherokee St, NE Marietta, GA, 30060
TELEPHONE:	770-795-7600

RPC

24509110/02

~~85 S 54310/09~~

D. MARSHALL, ESQ.

D. NIELSON

-LEGAL DEPT.-

8 AUG 05 4:04

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action.

CASE NAME

[redacted]

_____START

_____CORRESPONDENCE

_____INVESTIGATION

_____LEGAL

_____DEPOSITIONS

__X__INTERROG, ANSWERS

- D. RICHARDS' 1ST REQUESTS FOR ADMISSIONS ...
- D. RICHARDS' 1ST SET OF INTER.

__X__ENDFILE

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

DANIEL RICHARDS, KRISTA RICHARDS, and CENTRAL MUTUAL INSURANCE COMPANY,	§	CIVIL ACTION,
Plaintiffs,	§	
V.	§	FILE NO. 05A36983-3
VOLKSWAGEN OF AMERICA, INC. and JIM ELLIS ATLANTA, INC.,	§	
Defendants.	§	

PLAINTIFF DANIEL RICHARDS' FIRST REQUESTS FOR ADMISSIONS TO DEFENDANT VOLKSWAGEN OF AMERICA, INC.

TO: VOLKSWAGEN OF AMERICA, INC., by and through its attorney, William T. Wood, III, HAWKINS & PARNELL, LLP, 4000 Suntrust Plaza, 303 Peachtree Street, N.E., Atlanta, Georgia 30308-3243.

Pursuant to § 9-11-36 of the Georgia Civil Practice Act, PLAINTIFF DANIEL RICHARDS serves this first request for admissions on DEFENDANT VOLKSWAGEN OF AMERICA, INC. (hereafter "VOLKSWAGEN"), as follows:

I.

INSTRUCTIONS & DEFINITIONS

1. You are instructed that the following requests for admissions shall be deemed admitted without the necessity of a court order unless, within thirty (30) days after service of such requests, you serve upon Plaintiff's counsel a written answer or objection addressed to each request for admission, signed by you or by your attorney. **Please note that if you fail to admit the genuineness of any document or the truth of any matter, as requested, and if the requesting party thereafter proves the genuineness of the document or the truth of the matter, the requesting party may apply to the Court for an order requiring you to pay the reasonable expenses incurred in making that proof, including reasonable attorneys' fees.**

2. It is requested that all documents, information and/or other data compilations, electronic or otherwise, that are relevant to and/or might have impact on the subject matter of this litigation be preserved and that any ongoing process of destruction involving such documents and/or data compilations cease.

3. The term "DOCUMENTS" is used in the broadest sense and includes, but is not limited to, originals and any non-identical copies or reproductions of any written or recorded matter, whether printed, reproduced by any other mechanical or electronic process, or handwritten, including, but not limited to, drafts of any documents, revisions of drafts of any documents, and original or preliminary notes concerning drafts of any documents, books, accounts, journals, correspondence, memorandum, letters, reports, agreements, communications (including inter- and intra-office and inter- and intra-company communications), e-mails, Internet communications, telegrams, telexes, cables, indices, pictures, blueprints, sketches, plans, drawings, diagrams, projections, bulletins, advertising literature, brochures, pamphlets, circulars, codes as well as other devices to decipher abbreviations or other notations, computer printouts, analytical records, memoranda, summaries, diaries, forecasts, photographs, photocopies, recordings, tape recordings, motion picture films, graphs, note charts, notebooks, charts, minutes, notes or recordings of meetings, documents distributed at, generated for or as a result of meetings, lists of persons attending meetings, records, notes, reports and/or summaries of interviews, conversations, telephone calls, conferences, investigations or negotiations, opinions or reports of consultants, appraisals, press releases, newspaper articles, mailing lists, contracts, agreements, drafts, notes, marginal comments appearing on or affixed to any document, calendars, day-timers, datebooks, messages, letters of credit, financial statements, invoices, statements of account, receipts, promissory notes, security agreements, deeds of trust, instruments purporting to grant or evidencing any security interest or lien, loan agreements, credit and debit memoranda, cancelled checks and drafts (both front and back), check stubs, securities ledgers, and any other papers or writings of any character or description, including, but not limited to, any information contained in any computer or information retrieval device, and electronically stored data.

4. The terms "COMMUNICATION" or "COMMUNICATE" includes any transfer or exchange between two or more persons of any information, whether by written, electronic, computer or oral means, including, but not limited to, personal conversations, meetings, telephone calls, correspondence, e-mails, Internet communications, telegrams, telexes, cables, memoranda, and any other understandings between two or more people.

5. The term "PERSON" includes natural persons, groups of natural persons acting in a collegial capacity (e.g., a committee or council), corporations, partnerships, associations, joint ventures, and any other incorporated or unincorporated business, governmental, public, social or legal entity, A reference to any person or entity shall include, when applicable, its parent and subsidiary companies, partners, general partners, limited partners, joint venturers, controlled persons, controlling persons, shareholders, officers, directors, employees, servants, agents, representatives, principals, privies or other persons acting on its behalf.

6. The term "2002 PASSATS" means 2002 Model Year Volkswagen Passat vehicles.

7. The term "2001-2003 PASSATS" means 2001 to 2003 Model Year Volkswagen Passat vehicles.

8. The terms "YOU," "YOUR" and "VOLKSWAGEN" mean Defendant VOLKSWAGEN OF AMERICA, INC.

9. The term "RICHARDS' RESIDENCE" or "PREMISES" means the residence of Daniel and Krista Richards located at 5115 Oakmont Bend, Alpharetta, Georgia 30004-3937, where the fire made the basis of this litigation occurred.

10. The term "RICHARDS" means Daniel and Krista Richards, collectively.

11. The terms "JIM ELLIS ATLANTA, INC." or "JIM ELLIS ATLANTA" mean defendant Jim Ellis Atlanta, Incorporated.

12. The term "VEHICLE" means the 2002 Volkswagen Passat with vin number WVWPD63B42P365746 that is the subject of this lawsuit.

13. The term "ACTION" or "THIS LAWSUIT" refers to the above-captioned lawsuit, as may be amended and/or supplemented, including all claims, defenses and affirmative defenses filed in that cause.

14. The term "INCIDENT" or "FIRE" refers to the fire at the Richards' residence on or about February 16, 2004.

15. The term "SERVICE CAMPAIGN" means the service action campaign or recall for the replacement of ignition coils of 2001-2003 Volkswagen Passats, a sample notice of which is attached as Exhibit H to Plaintiff Krista Richards' First Request for Admissions to Volkswagen of America, Inc.

16. The term "UNDER THE HOOD FIRE" means fires originating in the engine compartment of automobiles.

17. The term "NHTSA" means the National Highway Traffic Safety Administration.

II.

REQUEST FOR ADMISSIONS

1. Admit that you have been sued in your correct name.

ANSWER:

2. Admit that you have been sued in your correct capacity.

ANSWER:

3. Admit a fire occurred at the Richards' residence on February 16, 2004.

ANSWER:

4. Admit the vehicle was in the garage of the Richards' residence at the time of the fire.

ANSWER:

5. Admit the fire originated in the vehicle.

ANSWER:

6. Admit the fire originated in the engine compartment of the vehicle.

ANSWER:

7. Admit that the fire was caused by a defective original component of the vehicle.

ANSWER:

8. Admit that, on or about February 16, 2004, the vehicle unexpectedly ignited and burned.

ANSWER:

9. Admit you have been able to identify a particular defect or defective component in the vehicle that caused the fire.

ANSWER:

10. Admit you have determined that the vehicle was the cause of the fire.

ANSWER:

11. Admit the fire caused the Richards damage.

ANSWER:

12. Admit that the fire caused damage to the Richards' residence and contents.

ANSWER:

13. Admit that, on or about February 16, 2004, the fire caused by the vehicle caused damage to the Richards' residence and its contents.

ANSWER:

14. Admit that the damages suffered by the Richards were proximately caused by the vehicle's defective number one ignition coil.

ANSWER:

15. Admit your representatives examined the vehicle and fire scene after the fire.

ANSWER:

16. Admit Jim Ellis Atlanta was an authorized Volkswagen dealer from January 1, 2001, through January 1, 2005.

ANSWER:

17. Admit Jim Ellis Atlanta was an authorized Volkswagen service center from January 1, 2001, through January 1, 2005.

ANSWER:

18. Admit Jim Ellis Atlanta was authorized by Volkswagen to perform maintenance, service and repairs on Volkswagen vehicles from January 1, 2001, through January 1, 2005.

ANSWER:

19. Admit Daniel Richards leased the vehicle from a dealership authorized to sell and lease such automobiles by you.

ANSWER:

20. Admit Jim Ellis Atlanta is required to inform you of all Volkswagen automobiles it sold and/or leased to the public from January 1, 2001, through January 1, 2005.

ANSWER:

21. Admit Jim Ellis Atlanta is required to inform you of all Volkswagen automobiles it distributed to the public from January 1, 2001, through January 1, 2005.

ANSWER:

22. Admit you keep records reflecting the names and addresses of all persons to whom 2002 Volkswagen Passat model automobiles were sold and leased.

ANSWER:

23. Admit you profited from the lease of the vehicle to Daniel Richards.

ANSWER:

24. Admit you profited by the distribution of the vehicle to Daniel Richards.

ANSWER:

25. Admit you designed the vehicle.

ANSWER:

26. Admit you manufactured the vehicle.

ANSWER:

27. Admit you put the vehicle into the stream of commerce.

ANSWER:

28. Admit Jim Ellis Atlanta put the vehicle into the stream of commerce.

ANSWER:

29. Admit you tested the vehicle.

ANSWER:

30. Admit you tested the vehicle before putting it into the stream of commerce.

ANSWER:

31. Admit you required Jim Ellis Atlanta to test the vehicle before putting it into the stream of commerce.

ANSWER:

32. Admit you inspected the vehicle.

ANSWER:

33. Admit you inspected the vehicle before putting it into the stream of commerce.

ANSWER:

34. Admit you required Jim Ellis Atlanta to inspect the vehicle before putting it into the stream of commerce.

ANSWER:

35. Admit you advertised 2002 Passats, which included the vehicle.

ANSWER:

36. Admit you advertised 2002 Passats, which included the vehicle, before putting them into the stream of commerce.

ANSWER:

37. Admit you marketed 2002 Passats, which included the vehicle.

ANSWER:

38. Admit you marketed 2002 Passats, which included the vehicle, before putting them into the stream of commerce.

ANSWER:

39. Admit you serviced the vehicle.

ANSWER:

40. Admit you serviced the vehicle before putting it into the stream of commerce.

ANSWER:

41. Admit you serviced the vehicle after putting it into the stream of commerce.

ANSWER:

42. Admit you required Jim Ellis Atlanta to service the vehicle before putting it into the stream of commerce.

ANSWER:

43. Admit you repaired the vehicle.

ANSWER:

44. Admit you repaired the vehicle before putting it into the stream of commerce.

ANSWER:

45. Admit you repaired the vehicle after putting it into the stream of commerce.

ANSWER:

46. Admit you required Jim Ellis Atlanta to repair the vehicle before putting it into the stream of commerce.

ANSWER:

47. Admit you sold the vehicle.

ANSWER:

48. Admit you leased the vehicle to Daniel Richards.

ANSWER:

49. Admit you sold the vehicle to Jim Ellis Atlanta.

ANSWER:

50. Admit Jim Ellis Atlanta leased the vehicle to Daniel Richards.

ANSWER:

51. Admit you distributed the vehicle.

ANSWER:

52. Admit you distributed the vehicle to Daniel Richards.

ANSWER:

53. Admit you distributed the vehicle to Jim Ellis Atlanta.

ANSWER:

54. Admit Jim Ellis Atlanta distributed the vehicle to Daniel Richards.

ANSWER:

55. Admit the manufacture and design of 2002 Passats was within your exclusive control.

ANSWER:

56. Admit Volkswagen placed 2002 Passats into the stream of commerce with the intent that the consuming public use said automobiles.

ANSWER:

57. Admit the vehicle reached the Richards in substantially the same condition as when it left the control of Volkswagen.

ANSWER:

58. Admit that the vehicle, immediately before the fire on February 16, 2004, was in substantially the same condition as when it left the control of Volkswagen.

ANSWER:

59. Admit that, prior to January 1, 2004, you knew of malfunctions occurring in the ignition coils of 2001-2003 Passats.

ANSWER:

60. Admit that, prior to January 1, 2004, you knew of failures occurring in the ignition coils of 2001-2003 Passats.

ANSWER:

61. Admit that, prior to January 1, 2004, you knew of malfunctions in the ignition coils of 2001-2003 Passats causing under the hood fires.

ANSWER:

62. Admit that, prior to January 1, 2004, you knew of failures in the ignition coils of 2001-2003 Passats causing under the hood fires.

ANSWER:

63. Admit that, prior to January 1, 2004, you knew of a defect in the ignition coils of 2001-2003 Passats.

ANSWER:

64. Admit that, prior to January 1, 2004, you knew of a defect in the ignition coils of 2001-2003 Passats causing under the hood fires.

ANSWER:

65. Admit the number one ignition coil in the vehicle was defective.

ANSWER:

66. Admit a defect in the number one ignition coil in the vehicle caused the fire.

ANSWER:

67. Admit that fires do not occur in 2002 Passats in the absence of negligence.

ANSWER:

68. Admit the fire would not have occurred without the negligence of Volkswagen.

ANSWER:

69. Admit that at the time of the fire, the vehicle was being used in a manner for which it was designed.

ANSWER:

70. Admit that at the time of the fire, the vehicle was being used in a manner for which it was manufactured.

ANSWER:

71. Admit that at the time of the fire, the vehicle was being used in a manner for which it was marketed.

ANSWER:

72. Admit that at the time of the fire, the vehicle was being used in a manner for which it was sold or leased.

ANSWER:

73. Admit that at the time of the fire, the vehicle was being used in a manner for which it was distributed.

ANSWER:

74. Admit that at the time of the fire, the vehicle was being used for its ordinary purpose.

ANSWER:

75. Admit that an automobile which starts fires is not merchantable.

ANSWER:

76. Admit that an automobile which starts fires is not fit for its ordinary purpose.

ANSWER:

77. Admit that the vehicle was a "good" within the meaning of § 11-2-105 of Georgia's Commercial Code.

ANSWER:

78. Admit you were a "merchant" of the vehicle within the meaning of § 11-2-104 of Georgia's Commercial Code.

ANSWER:

79. Admit that the vehicle was not fit for its ordinary purpose when placed into the stream of commerce by you.

ANSWER:

80. Admit that the vehicle was not merchantable when placed into the stream of commerce by you.

ANSWER:

81. Admit that, at the time it left your control, the vehicle was not safe for the purpose intended when used under ordinary conditions and in an ordinary manner.

ANSWER:

82. Admit that Volkswagen placed 2002 Passats into the stream of commerce in a condition such that their anticipated use was likely to create a dangerous condition.

ANSWER:

83. Admit that prior to January 1, 2004, you knew of the existence of a defect or defective condition in 2002 Passats which may be related to causing fires.

ANSWER:

84. Admit changes in the design or manufacturing of 2002 Passats since the initial production of 2002 Passats have been made due to claims or allegations of under the hood fires.

ANSWER:

85. Admit you are aware of lawsuits against you (other than this lawsuit) since January 1, 2001, alleging damages caused by under the hood fires in 2001-2003 Passats.

ANSWER:

86. Admit you or your agents have interviewed witnesses regarding this incident.

ANSWER:

87. Admit you are aware of other fires that originated in 2002 Passats due to a defective ignition coil.

ANSWER:

88. Admit you are aware of other fires that originated in 2002 Passats due to a malfunctioning ignition coil.

ANSWER:

89. Admit that you have received consumer complaints alleging damages caused by under the hood fires in 2001-2003 Passats.

ANSWER:

Respectfully submitted,

Steven J. Kyle
Georgia Bar No. 430700
BOVIS, KYLE & BURCH, LLC
53 Perimeter Center East, 3rd Floor,
Atlanta, GA 30346
Telephone: (770) 391-9100
Facsimile: (770) 668-0878

ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing instrument was served on all counsel of record, via certified mail, return receipt requested, on the 15 day of ~~September~~ 9th, 2005, addressed as follows:

William T. Wood, III
HAWKINS & PARNELL, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, GA 30308-3243

ATTORNEY FOR PLAINTIFFS

IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA

DANIEL RICHARDS, KRISTA RICHARDS, and CENTRAL MUTUAL INSURANCE COMPANY,	§	CIVIL ACTION
Plaintiffs,	§	FILE NO. 05A36983-3
V.	§	
VOLKSWAGEN OF AMERICA, INC. and JIM ELLIS ATLANTA, INC.,	§	
Defendants.	§	

PLAINTIFF DANIEL RICHARDS' FIRST SET OF INTERROGATORIES TO DEFENDANT VOLKSWAGEN OF AMERICA, INC.

TO: VOLKSWAGEN OF AMERICA, INC., by and through its attorney, William T. Wood, III, HAWKINS & PARNELL, LLP, 4000 Suntrust Plaza, 303 Peachtree Street, N.E., Atlanta, Georgia 30308-3243.

Pursuant to § 9-11-33 of the Georgia Civil Practice Act, PLAINTIFF DANIEL RICHARDS serves these Interrogatories on VOLKSWAGEN OF AMERICA, INC. (hereafter "VOLKSWAGEN OF AMERICA"), as follows:

I.

INSTRUCTIONS

1. You should answer each of the following interrogatories separately, in writing and under oath and submit them to counsel for Plaintiff on or before thirty (30) days after service of such interrogatories. You should include in your responses all information within your possession, custody or control. When any word defined in Section II is used in a discovery request, please refer to its definition as given in that section for its meaning, unless otherwise specifically limited by the language or context of the specific discovery. Plaintiff's counsel has spent time and effort defining its terms. If you believe that any terms are vague and/or ambiguous, please call Plaintiff's counsel to discuss same.

2. Unless otherwise indicated, the use in these discovery requests of the name of any party, person or business organization shall specifically include all agents, employees, shareholders, owners, officers, directors, joint venturers, representatives, attorneys and all other persons acting on behalf of the subject party, person or business organization.

3. For purposes of interpreting or construing the scope of these discovery requests, all terms shall be given their most expansive and inclusive interpretation, unless otherwise specifically limited by the language of an individual request. This includes, without limitation, the following: (a) Construing "and" as well as "or" in the disjunctive or conjunctive, as necessary to make the request more inclusive; (b) Construing the singular form of the word to include the plural, and the plural form to include the singular; (c) Construing the masculine to include the feminine and, *vice versa*; and (d) Construing the term "including" to mean "including but not limited to."

4. It is requested that all documents or information and/or other data compilations that might have impact on the subject matter of this litigation be preserved and that any ongoing process of documents or information destruction involving such items ceases.

5. If you claim a privilege or exemption from discovery for any of the material, please state the specific ground for each privilege or immunity claimed, and comply with § 9-11-33 of the Georgia Civil Practice Act in order that the Plaintiff can determine the merit of the objection. In this event, the parties may discuss the merits of the objection and determine whether a Court determination on the objection will be necessary.

II.

DEFINITIONS

1. The term "DOCUMENTS" is used in the broadest sense and includes, but is not limited to, originals and any non-identical copies or reproductions of any written or recorded matter, whether printed, reproduced by any other mechanical or electronic process, or handwritten, including, but not limited to, drafts of any documents, revisions of drafts of any documents, and original or preliminary notes concerning drafts of any documents, books, accounts, journals, correspondence, memorandum, letters, reports, agreements, communications (including inter- and intra-office and inter- and intra-company communications), e-mails, Internet communications, telegrams, telexes, cables, indices, pictures, blueprints, sketches, plans, drawings, diagrams, projections, bulletins, advertising literature, brochures, pamphlets, circulars, codes as well as other devices to decipher abbreviations or other notations, computer printouts, analytical records, memoranda, summaries, diaries, forecasts, photographs, photocopies, recordings, tape recordings, motion picture films, graphs, note charts, notebooks, charts, minutes, notes or recordings of meetings, documents distributed at, generated for or as a result of meetings, lists of persons attending meetings, records, notes, reports and/or summaries of interviews, conversations, telephone calls, conferences, investigations or negotiations, opinions or reports of consultants, appraisals, press releases, newspaper articles, mailing lists, contracts, agreements, drafts, notes, marginal comments appearing on or affixed to any document, calendars, day-timers, datebooks, messages, letters of credit, financial statements, invoices, statements of account, receipts, promissory notes, security agreements, deeds of trust, instruments purporting to grant or evidencing any security interest or lien, loan agreements, credit and debit memoranda, cancelled checks and drafts (both front and back), check stubs, securities ledgers, and any other papers or writings of any character or description, including, but not limited to, any information contained in any computer or information retrieval device, and electronically stored data.

2. The terms "COMMUNICATION" or "COMMUNICATE" includes any transfer or exchange between two or more persons of any information, whether by written, electronic, computer or oral means, including, but not limited to, personal conversations, meetings, telephone calls, correspondence, e-mails, Internet communications, telegrams, telexes, cables, memoranda, and any other understandings between two or more people.

3. The term "PERSON" includes natural persons, groups of natural persons acting in a collegial capacity (e.g., a committee or council), corporations, partnerships, associations, joint ventures, and any other incorporated or unincorporated business, governmental, public, social or legal entity. A reference to any person or entity shall include, when applicable, its parent and subsidiary companies, partners, general partners, limited partners, joint venturers, controlled persons, controlling persons, shareholders, officers, directors, employees, servants, agents, representatives, principals, privies or other persons acting on its behalf.

4. The terms "IDENTIFICATION," "IDENTIFY," "IDENTITY" or "NAME" when used in reference to: (1) a natural individual, requires you to state his/her: (a) full name; (b) residential and business addresses and telephone numbers; and (c) any title(s) or position(s) held; (2) a corporation, requires you to state its: (a) full corporate name and any names under which it does business; (b) state and date of incorporation; (c) the address and telephone number of its principal place of business; and (d) the addresses of all of its offices; (3) a business, requires you to state: (a) the full name or style under which the business is conducted; (b) its business address or addresses and telephone numbers; (c) the type(s) of business(es) in which it is engaged; (d) the geographical area(s) in which it conducts those business(es); and (e) the identity of the person(s) who owns, operates and controls the business(es); (4) a document, requires you to state: (a) the number of pages and the nature of the document (e.g., letter, memorandum, e-mail, Internet communication); (b) its title and subject matter; (c) its date; (d) the name or names of its authors or persons who contributed to the authorship; (e) its recipients; and (f) its present location and custodian; (5) a communication or representation, requires you: (a) if any part of the communication or representation was written, to identify the document or documents which refer to or evidence the communication or representation; and (b) to the extent the communication or representation was nonwritten to (i) identify the person participating in the communication or representation; (ii) state the date, manner, place, and substance of the communication or representation; (6) a meeting, requires you: (a) if any part of the meeting was memorialized in writing, to identify the document(s) that refers to or evidences the meeting; and (b) to the extent that the meeting was not memorialized in writing, to (i) state the date and time of the meeting; (ii) state the location of the meeting; (iii) state the substance of the discussion at the meeting; and (iv) identify all persons who were present at or attended the meeting; (7) a lawsuit, requires you to state: (a) the name/style of the lawsuit; (b) the cause number; and (c) the city, state and court where it was filed.

5. The terms "YOU," "YOUR" and "VOLKSWAGEN" mean Defendant VOLKSWAGEN OF AMERICA, INC.

6. The term "2002 PASSATS" means 2002 Model Year Volkswagen Passat vehicles.

7. The term "2001-2003 PASSATS" means 2001 to 2003 Model Year Volkswagen Passat vehicles.

8. The term "RICHARDS' RESIDENCE" or "PREMISES" means the residence of Daniel and Krista Richards located at 5115 Oakmont Bend, Alpharetta, Georgia 30004-3937, where the fire made the basis of this litigation occurred.

9. The term "RICHARDS" means Daniel and Krista Richards, collectively.

10. The terms "JIM ELLIS ATLANTA, INC." or "JIM ELLIS ATLANTA" mean defendant Jim Ellis Atlanta, Incorporated.

11. The term "VEHICLE" means the 2002 Volkswagen Passat with vin number WVWPD63B42P365746 that is the subject of this lawsuit.

12. The term "YOUR ASSOCIATES" means your parent and subsidiary companies, affiliates, partners, joint venturers, officers, directors, employees, servants, agents, representatives, principals and privies.

13. The term the "LAST TEN YEARS" means the ten years preceding the service of this discovery through the present.

14. The terms "POLICY" or "POLICIES" include without limitation, each and every rule, procedure, or directive, formal or informal, oral or written, and each and every common understanding or course of conduct which was recognized as such by you or your personnel.

15. Whenever the term "LIST" is used herein please, among other things, separately identify each and every item.

16. The term "ACTION" or "THIS LAWSUIT" refers to the above-captioned lawsuit, as may be amended and/or supplemented, including all claims, defenses and affirmative defenses filed in that cause.

17. The term "INCIDENT" or "FIRE" refers to the fire at the Richards' residence on or about February 16, 2004.

18. The term "SERVICE CAMPAIGN" means the service action campaign or recall for the replacement of ignition coils of 2001-2003 Volkswagen Passats, a sample notice of which is attached as Exhibit H to Plaintiff Krista Richards' First Request for Admissions to Volkswagen of America, Inc.

19. The term "UNDER THE HOOD FIRE" means fires originating under the hood area of automobiles.

20. The term "NHTSA" means the National Highway Traffic Safety Administration.

21. The term "VEHICLE INSPECTION REPORT" means the Vehicle Inspection Report prepared by Michael Zazula and dated July 18, 2004, which is attached as Exhibit G to Plaintiff Krista Richards' First Request for Admissions to Volkswagen of America, Inc.

22. The term "Circular" means the Service Action Circular, which is attached to Exhibit F to Plaintiff Krista Richards' First Request for Admissions to Volkswagen of America, Inc.

23. The term "MS. GUASTELLE'S 4/22/05 LETTER" means the letter attached as Exhibit D to Plaintiff Krista Richards' First Request for Admissions to Volkswagen of America, Inc.

III.

INTERROGATORIES

INTERROGATORY NO. 1: Identify each person who was consulted or assisted in answering any of the following interrogatories and, for each such person, identify the interrogatory upon which he/she was consulted or assisted in answering.

ANSWER:

INTERROGATORY NO. 2: Identify all persons who have, or claim to have, knowledge of information, facts or circumstances relevant to the subject matter of this lawsuit, or to any issue or facts involved in this case and, for each person, provide a summary of the nature of their information or knowledge.

ANSWER:

INTERROGATORY NO. 3: Identify the entity(ies) that designed and manufactured the vehicle.

ANSWER:

INTERROGATORY NO. 4: Identify the entity(ies) that tested and inspected the vehicle before it was sold to the Richards.

ANSWER:

INTERROGATORY NO. 5: Identify the entity(ies) that advertised, promoted and marketed the vehicle before it was sold to the Richards.

ANSWER:

INTERROGATORY NO. 6: Identify the entity(ies) that distributed and sold the vehicle.

ANSWER:

INTERROGATORY NO. 7: Identify the entity(ies) that designed and manufactured the vehicle's ignition coils in the engine compartment.

ANSWER:

INTERROGATORY NO. 8: With regard to the vehicle, please identify all employee(s), agent(s) or representatives of Volkswagen who:

(a) directly and substantially were involved with designing the electrical wiring, circuitry and components in the vehicle's engine compartment;

(b) directly and substantially were involved with tests and/or inspections made to determine the safety of the electrical wiring, circuitry and components in the vehicle's engine compartment;

(c) directly and substantially were involved with designing the ignition coils in the vehicle's engine compartment;

(d) directly and substantially were involved with preparing the manuals, instructions, warnings, advertisements, promotions, brochures and marketing materials relating to the vehicle;

(e) directly and substantially were involved with preparing the Circular, and initiating and effectuating the service action campaign the subject of the Circular;

(f) directly and substantially were involved with investigating, researching and responding to claims, notices, demands and consumer complaints you have received since January 1, 2001, from users, consumers, dealers and businesses performing maintenance or repairs, relating to or alleging damages caused by under the hood fires in 2001-2003 Passats;

(g) performed any inspections, testing, service or repairs relating to the vehicle.

ANSWER:

INTERROGATORY NO. 9: Please identify each person you reasonably anticipate to call as a witness in this case, and each exhibit you reasonably anticipate to use in this case.

ANSWER:

INTERROGATORY NO. 10: Identify each person whom you expect to call as an expert witness in this case at any time and, with respect to each such person, state the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and summarize the grounds for each opinion.

ANSWER:

INTERROGATORY NO. 11: Please identify each consulting expert whose opinions or impressions have been reviewed by a testifying and, with respect to each such person, state the person's area of expertise, the mental impressions and opinions held by the expert, and the facts known to the expert (regardless of when or how the factual information was acquired) which relate to or form the basis of the mental impressions and opinions held by the expert.

ANSWER:

INTERROGATORY NO. 12: Identify all lawsuits, complaints, petitions or other documents initiating formal litigation, arbitration or mediation against you or your associates (other than this lawsuit) since January 1, 2001, relating to or alleging damages caused by under the hood fires in 2001-2003 Passats, providing the title and date such action was initiated; the name and address of

the court in which such action was filed; and the name and address of the attorney for the plaintiff(s) in such action.

ANSWER:

INTERROGATORY NO. 13: Identify all inquiries, claims, notices, demands and complaints you have received since January 1, 2001, from users, consumers, dealers and businesses performing maintenance or repairs of 2001-2003 Passats, relating to or alleging damages caused by under the hood fires in 2001-2003 Passats, providing the identities of whoever sent and received the communication; the method of communication [*e.g.*, correspondence, email, telephone call]; the date of the communication; and a summary of the contents of the communication.

ANSWER:

INTERROGATORY NO. 14: Identify all inquiries, claims, notices, demands and complaints you have received since January 1, 2001, from the Department of Transportation, the National Transportation Safety Board, the National Highway Traffic Safety Administration, the Consumer Product Safety Commission, any branch, department, agency, office or other subdivision of the federal government, or any state or federal attorneys general, relating to or alleging damages caused by under the hood fires in 2001-2003 Passats, providing the identities of whoever sent and received the communication; the method of communication [*e.g.*, correspondence, email, telephone call]; the date of the communication; and a summary of the contents of the communication.

ANSWER:

INTERROGATORY NO. 15: Identify all inquiries, claims, notices, demands and complaints you have received since January 1, 2001, from the Better Business Bureau, any television, newspaper, radio or other media entity, or any other consumer "watch dog" organizations relating to or alleging damages caused by under the hood fires in 2001-2003 Passats, providing the identities of whoever sent and received the communication; the method of communication [*e.g.*, correspondence, email, telephone call]; the date of the communication; and a summary of the contents of the communication.

ANSWER:

INTERROGATORY NO. 16: Describe in reasonable detail changes in the design or manufacturing of 2002 Passats which in any way relate to recalls, service action campaigns, notices, claims, lawsuits and/or warnings concerning under the hood fires in 2001-2003 Passats, including, without limitation, any changes and/or modifications relating to the ignition coils in their engine compartments.

ANSWER:

INTERROGATORY NO. 17: Identify any and all documents you relied upon to answer any of the preceding interrogatories.

ANSWER:

Respectfully submitted,

Steven J. Kyle
Georgia Bar No. 430700
BOVIS, KYLE & BURCH, LLC
53 Perimeter Center East, 3rd Floor,
Atlanta, GA 30346
Telephone: (770) 391-9100

ATTORNEY FOR PLAINTIFFS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing instrument was served on all counsel of record, via certified mail, return receipt requested, on the 4 5 day of Oct September, 2005, addressed as follows:

William T. Wood, III
HAWKINS & PARNELL, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, GA 30308-3243

ATTORNEY FOR PLAINTIFFS

E0027

Case File Sheet

Case Name – [redacted]
Case Numbe[redacted]
File Box - 792
Pict. File Box -
Start - ☒
Correspondence - ☒
Investigation - ☒
Legal - ☒
Depositions - ☐
Interog, Answers - ☒

Make - VW
Model –PASSAT GLS
Year -2002
VIN # -WVWPD63B42P[redacted]
Date of Document -
Remarks -

End File -
Prepared By -ES
Date -5/29/2007

FILE #	[redacted]
STATE	GA
NAME	[redacted]
DEALER	JIM ELLIS MOTORS, INC.
VIN:	WVWPD63B42F[redacted]
DEL. DATE	4/13/2002
COMPLAINT	
H & R COUNSEL	
LOCAL COUNSEL	HAWKINS & PARNELL, LLP
TEL. #	
DATE	8/15/05 COPIES TO DAVID MARSHALL & DOUG
DISCOVERY SENT	
ARBRITATION DATE	
FOM	
PLAINTIFF'S COUNSEL	
RETAIL/LEASE	

LAW OFFICES OF

HAWKINS & PARNELL, LLP

HAWKINS PARNELL & THACKSTON, LLP
4514 COLE AVENUE
SUITE 550
DALLAS, TEXAS 75205
TELEPHONE: 214 780-5100

4000 SUNTRUST PLAZA
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TELEPHONE: 404 614-7400
FAX: 404 614-7500

Writer's Direct: (404) 614-7559
wwood@hplegal.com

HAWKINS & PARNELL, LLP
THE WOODRUMS BUILDING
602 VIRGINIA STREET EAST, SUITE 200
CHARLESTON, WEST VIRGINIA 25301
TELEPHONE: 304 345-8545

December 21, 2005

12/22/05

VIA FACSIMILE (201) 894-5498
AND U.S. MAIL:

Mr. George B. Blake
Volkswagen of America, Inc.
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

Re: [redacted] **et al. v. Volkswagen of America, Inc., et al.**
Civil Action File No.: 05A36983-3
Claim No.: [redacted]

Dear George:

I am writing to confirm the settlement of the above-referenced matter for $259,000.00. In exchange, Plaintiffs agree to release Defendants Volkswagen of America, Inc. and Jim Ellis Atlanta, Inc. from all claims and dismiss the above-referenced matter with prejudice. Plaintiffs will bear their own costs and expenses of litigation, including attorneys' fees. Please forward a check made payable to my firm to be held in trust. We will then forward a check to Plaintiffs' counsel along with the Release and Dismissal. If you have any questions or concerns, please do not hesitate to call me.

Very truly yours,

HAWKINS & PARNELL, LLP

William T. Wood III

William T. Wood, III

WTW/skk

Blake, George

From: Wood, William [wwood@hplegal.com]
Sent: Thursday, April 27, 2006 7:17 PM
To: Blake, George
Subject: RE: [redacted]
Attachments: 012006 Fully Executed Release to WWood.pdf

George:

Attached please find a copy of the executed release in the [redacted] matter. We are now trying to determine if the dismissal was filed in this case. If not, we will arrange for the immediate filing of a dismissal with prejudice.

Please let me know if you have any questions. Thank you,

Bill

William T. Wood, III
Hawkins & Parnell, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

Direct Dial: (404) 614-7559
Fax: (404) 614-7500
E-mail: wwood@hplegal.com

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From: Blake, George [mailto:George.Blake@vw.com]
Sent: Thursday, April 27, 2006 1:04 PM
To: Wood, William
Cc: Moorhead, Lynn
Subject: FW[redacted]

Bill,

I never received a Release in this matter, is this finalized ??

Please advise !

I am tied up today with a visitor from Audi AG, but will call you tomorrow on the other issue.

George

From: Guastelle, Carol
Sent: Thursday, April 27, 2006 12:53 PM

To: Blake, George
Cc: Moorhead, Lynn
Subject: RE [redacted]

George,

Can you advise Lynn on this case.

Thanks,
Carol

From: Moorhead, Lynn
Sent: Thursday, April 27, 2006 12:17 PM
To: Guastelle, Carol
Subject: [redacted]

Carol, the [redacted] case (house fire) was discussed at the coco meeting yesterday, and the question came up as to whether this can be closed now, or are we anticipating any further payments?

Thank you,

Lynn Moorhead
Product Liaison Group
(201) 227-7914
Fax (201) 894-5498

RECEIVED
JAN - 3 2006

LAW OFFICES OF

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CHARLESTON, WEST VIRGINIA 25301
TELEPHONE: 304 345-8545

December 21, 2005

VIA FACSIMILE (201) 894-5498
AND U.S. MAIL:

Mr. George B. Blake
Volkswagen of America, Inc.
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

Re: [redacted], et al. v. Volkswagen of America, Inc., et al.
Civil Action File No.: 05A36983-3
Claim No.: [redacted]

Dear George:

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Very truly yours,

HAWKINS & PARNELL, LLP

William T. Wood, III

WTW/skk

10194056 v1

Craig L. Winterman
Michael A. Zuk
Gary S. Yates
Roy D. Goldstein
Napoleon G. Tercero III
Suhasini S. Sawkar
Donald A.Lounsbury
John B.Loomis
Lesa M. Meyers
Joyce M. Peim
Lance D. Wilson
Rita Y.B. Carlson
Arshia Mardasi
Peter F. Klien

HERZFELD & RUBIN LLP

ATTORNEYS AT LAW
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FACSIMILES (310) 553-0648 · (310) 284-8364

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AFFILIATED OFFICES
NEW YORK
(212) 471-8500
NEW JERSEY
(973) 585-8600

RECEIVED
JAN - 3 2006

December 30, 2005

Todd Friedman, Esq.
KROHN & MOSS
120 W. Madison, 10th Floor
Chicago, IL 60602

Re: Rivera v. Volkswagen of America, Inc., etc., et al.
Los Angeles Superior Court Case No. GC035735

Dear Mr. Friedman:

The above-referenced matter was settled about a month ago and we still have not received an executed copy of the Request for Dismissal. Consequently, I am enclosing herein another copy of a completed Request for Dismissal for your execution. Please sign where indicated and forward the original to our office as soon as practicable. I am also enclosing a self-addressed, stamped envelope for your convenience.

Thank you in advance for your anticipated courtesy, cooperation and prompt attention with respect to this request.

Very truly yours,

HERZFELD & RUBIN LLP

Gary S. Yates

GSY:ckm
Enclosure(s)

Bcc: George Blake (w/o enclosure(s))

Blake, George

To: Wood, William
Subject: RE: [redacted] Settlement Negotiations

Bill,

I will be conducting staff meetings today and tomorrow, and will only be avaialable during breaks.

I agree we should not paint ourselves into a corner with a "drop dead" offer.

Due to my inavailibility, authority is now at $250,000. Please negotiate as you see fit.

I will try to call you during a break.

Regards,

George

From: Wood, William [mailto:wwood@hplegal.com]
Sent: Tuesday, December 13, 2005 5:26 PM
To: Blake, George
Subject: FW: [redacted] Settlement Negotiations

George:

In response to an offer presented this morning in the amount of $190k, Plaintiffs lowered their demand to $295k (from $305k). Plaintiffs' counsel, Shain Khoshbin, appears to be frustrated by the slow pace of the negotiations. In an effort to speed up the negotiations, Mr. [redacted] suggested that we provide a final "drop-dead" offer that his clients can either accept or reject. Given my conversations with you regarding this case, I do not recommend providing a drop-dead number at this time. In order to accelerate the negotiations, however, I will need to discuss extending my current settlement authority in this case.

I will call you tomorrow (Wednesday) morning to discuss.

Bill

William T. Wood, III
Hawkins & Parnell, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

Direct Dial: (404) 614-7559
Fax: (404) 614-7500
E-mail: wwood@hplegal.com

From: Wood, William
Sent: Monday, December 12, 2005 2:16 PM

Blake, George

From: Wood, William [wwood@hplegal.com]
Sent: Monday, December 19, 2005 4:10 PM
To: Blake, George
Subject: RE: [redacted] Settlement Negotiations

George:

I have continued to negotiate since last Wednesday, and I was told this afternoon that Plaintiffs' "bottom-line" number in this case is $259,000. Although this demand has not yet formally been extended, based upon my conversations with Plaintiffs' counsel, I believe that this matter can be resolved at that number. Please let me know whether you will agree to provide settlement authority up to $259k.

Bill

William T. Wood, III
Hawkins & Parnell, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

Direct Dial: (404) 614-7559
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E-mail: wwood@hplegal.com

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From: Blake, George [mailto:George.Blake@vw.com]
Sent: Wednesday, December 14, 2005 6:49 AM
To: Wood, William
Subject: RE: [redacted] Settlement Negotiations

Bill,

I will be conducting staff meetings today and tomorrow, and will only be available during breaks.

I agree we should not paint ourselves into a corner with a "drop dead" offer.

Due to my unavailability, authority is now at $250,000. Please negotiate as you see fit.

I will try to call you during a break.

Regards,

George

From: Wood, William [mailto:wwood@hplegal.com]

Sent: Tuesday, December 13, 2005 5:26 PM
To: Blake, George
Subject: FW: [redacted]: Settlement Negotiations

George:

In response to an offer presented this morning in the amount of $190k, Plaintiffs lowered their demand to $295k (from $305k). Plaintiffs' counsel, Shain Khoshbin, appears to be frustrated by the slow pace of the negotiations. In an effort to speed up the negotiations, Mr. Khoshbin suggested that we provide a final "drop-dead" offer that his clients can either accept or reject. Given my conversations with you regarding this case, I do not recommend providing a drop-dead number at this time. In order to accelerate the negotiations, however, I will need to discuss extending my current settlement authority in this case.

I will call you tomorrow (Wednesday) morning to discuss.

Bill

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303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

Direct Dial: (404) 614-7559
Fax: (404) 614-7500
E-mail: wwood@hplegal.com

From: Wood, William
Sent: Monday, December 12, 2005 2:16 PM
To: George B. Blake (George.Blake@vw.com)
Subject: FW: [redacted]: Settlement Negotiations

George:

In response to VWoA's counteroffer in the amount of $150k, I have received a new demand in the amount of $305k. This represents a $20k decrease from Plaintiffs' previous offer ($325k). Based upon this movement, I believe that Plaintiffs are looking for a final number around $250k. I will call you this afternoon to discuss.

Bill

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telephone call. You should also delete this transmission from your computer and/or server.

From: Wood, William
Sent: Friday, December 02, 2005 5:51 PM
To: 'Blake, George'
Subject: [redacted] Settlement Negotiations

George:

David and I have both spoken with Plaintiffs' counsel, Shain Khoshbin, in the [redacted] matter. Mr. Khoshbin explained that he believes this to be a "good" case (in relative terms) and a "winnable" case at trial. Mr. Khoshbin also explained that VWoA had nearly agreed to pay the entire amount sought for the damages to the [redacted]' residence during the negotiations that took place earlier this year. According to Mr. Khoshbin, VWoA cut off the negotiations without further explanation (the letter from Carol Guastelle to Mr. Khoshbin dated 4/22/05 does provide an explanation).

Mr. Khoshbin stated that he stands by his previous demand in the amount of $359,007.49 (as contained in his letter to Carol Guastelle dated 4/15/05). I presented VWoA's initial offer in the amount of $100,000. Mr. Khoshbin told me that this amount was significantly less than he expected as an initial offer, and he fully expected his client would reject this offer without providing a counter-demand. Based upon our conversations with Mr. Khoshbin, I believe it is unlikely that his client will agree to settle this case within the present settlement authority ($180k).

I will call you on Monday to discuss these conversations in more detail.

Bill

William T. Wood, III
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4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

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To: George B. Blake (George.Blake@vw.com)
Subject: FW: [redacted] Settlement Negotiations

George:

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Bill

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From: Wood, William
Sent: Friday, December 02, 2005 5:51 PM
To: 'Blake, George'
Subject: [redacted] Settlement Negotiations

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I will call you on Monday to discuss these conversations in more detail.

Bill

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Blake, George

From: Wood, William [wwood@hplegal.com]
Sent: Monday, December 12, 2005 2:16 PM
To: Blake, George
Subject: FW: [redacted] Settlement Negotiations

George:

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Bill

Rejected 225K
12/12/05

William T. Wood, III
Hawkins & Parnell, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

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From: Wood, William
Sent: Friday, December 02, 2005 5:51 PM
To: 'Blake, George'
Subject: [redacted] Settlement Negotiations

George:

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Blake, George

From: Wood, William [wwood@hplegal.com]
Sent: Friday, December 02, 2005 5:51 PM
To: Blake, George
Subject: [redacted] Settlement Negotiations

George:

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Bill

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TELEPHONE: 304 345-8545

WRITER'S DIRECT: (404) 614-7559
wwood@hplegal.com

November 28, 2005

RECEIVED
DEC 0 1 2005

Mr. Robert Cameron
Manager of Product Liaison
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

Re: [redacted] **and Central Mutual Insurance Company v. Volkswagen of America, Inc. and Jim Ellis Atlanta, Inc.**
Civil Action File No.: 05A36983-3

Dear Mr. Cameron:

Enclosed please find original Verifications in support of Volkswagen of America, Inc.'s Responses to Plaintiffs [redacted] First Set of Interrogatories to Defendant Volkswagen of America, Inc. in the above-referenced matter. Please execute the Verifications, have them notarized by a Notary Public, and return them to me in the enclosed self-addressed, stamped envelope.

Thank you for your cooperation.

Very truly yours,

HAWKINS & PARNELL, LLP

William T. Wood, III

WTW/skk
Enclosure(s)

VOLKSWAGEN

November 30, 2005

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

Bill Wood, Esq.
Hawkins & Parnell
4000 Sun Trust Plaza
303 Peachtree Street, N.E.
Atlanta, GA 30308

Re: [redacted]and Central Mutual Insurance v. Volkswagen of America, Inc., et al

Dear Bill,

In response to your E-Mail of November 29, 2005, concerning the referenced case, enclosed please find the following.

--VDF report
--Customer Contact report
--Lease agreement
--Dealer service file
--Dealer agreement for Jim Ellis Motors, Inc.
--Copy of the 2002 Volkswagen Warranty manual
--Technical Bulletin 01-03-02
--Technical Bulletin 01-03-01
--WG Service Action Circular
--WK Recall Circular
--WV Service Action Circular

The file of correspondence between Plaintiff and VWoA has already been provided to you.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

George B. Blake
Team Leader – Product Liaison
Volkswagen of America, Inc.

enclosures

Blake, George

From: Wood, William [wwood@hplegal.com]
Sent: Tuesday, November 29, 2005 6:49 PM
To: Blake, George
Subject: [redacted] et al. v. VWoA, et al.: Responses to Plaintiffs' Discovery
Attachments: Response to Plaintiff [redacted] First RPD.doc; Response to Plaintiff [redacted] Interrogatories to Defendant.doc; Response to Plaintiff [redacted] Admissions to Defendant.doc; Response to Plaintiff [redacted] Admissions to Defendant.doc; Response to Plaintiff [redacted] Interrogatories to Defendant.doc

George:

Attached are the final versions of VWoA's discovery responses served in the [redacted] matter. Please forward to my attention any and all additional documents potentially responsive to Plaintiff Daniel Richards' First Request for Production (see below), including the following:

(1) All vehicle sales/lease records;
(2) All vehicle service/repair records;
(3) Vehicle written warranty;
(4) Recall notices, technical bulletins or circulars;
(5) Correspondence to/from Plaintiff or Plaintiff's counsel;
(6) Customer Relations file; n/a
(7) Arbitration or mediation documents (if applicable); and n/a
(8) Dealer agreement(s)

David Marshall has been told that an attorney from Dallas, Texas, Shain A. Khoshbin of Butrus Khoshbin Wilson Vogt, LLP, is handling this matter and will be responsible for all settlement negotiations. I will provide an update once David has spoken with Mr. Khoshbin.

Thank you for your assistance in this matter. Please let me know if you have any questions.

Bill

<<Response to Plaintiff [redacted] First RPD.doc>> <<Response to Plaintiff [redacted] Interrogatories to Defendant.doc>> <<Response to Plaintiff [redacted] Admissions to Defendant.doc>> <<Response to Plaintiff [redacted] Admissions to Defendant.doc>> <<Response to Plaintiff [redacted] Interrogatories to Defendant.doc>>

William T. Wood, III
Hawkins & Parnell, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

Direct Dial: (404) 614-7559
Fax: (404) 614-7500
E-mail: wwood@hplegal.com

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ATTN: CAROL
FAX: NEDA

BUTRUS KHOSHBIN WILSON VOGT, LLP
ATTORNEYS & COUNSELLORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-4170 • FACSIMILE (214) 219-1173

SHAIN KHOSHBIN
DIRECT DIAL (214) 219-1161
DIRECT E-MAIL: skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

February 24, 2004

[redacted]

VIA FACSIMILE (770) 451-2374
AND CMRRR #7003 1010 0004 8295 8967

Automotive forensic
Lvm
11:00 A
2.27.04

Jim Ellis Volkswagen
Claims/Legal Department
5901 Peachtree Industrial Blvd.
Atlanta, GA 30341
Attn: Jim Ellis

RE: Fire on or about February 16, 2004 at the [redacted] residence. [redacted]

GA.

Dear Claims/Legal Department:

Butrus Khoshbin Wilson Vogt, LLP is investigating the fire which occurred at [redacted] Alpharetta, GA ("the premises"), on or about February 16, 2004. The fire originated in the Richards' 2002 Volkswagen Passat (VIN WVWPD63B42P[redacted]). It is our understanding that the Volkswagen, which caught fire in the [redacted] garage, was leased through Jim Ellis Volkswagen in Georgia. The fire caused damage to the home and to Mr. and Mrs. [redacted] personal belongings.

If you have liability insurance, please notify your insurance agent or broker of this matter immediately. If you do not have liability insurance, or if any insurance carrier is operating under a reservation of rights, please notify the undersigned in writing of that fact immediately. Moreover, if you know of anyone else that we should put on notice, please let us know immediately.

Please be advised that on **Tuesday, March 2, 2004, beginning at 10:00 a.m. EST**, you and/or your representatives or investigators are invited to inspect the loss origin area, photograph same, take physical measurements, and make recommendations as to the preservation of evidence. On or soon after March 2, 2004, the loss site and/or any portions or contents thereof, which are not preserved, may be demolished and/or discarded. Moreover, if you know of anyone else to put on notice of this incident, please forward this notice to same and notify us of their identity immediately.

ASAP

If you do not plan to attend the inspection on March 2, 2004, please advise me in writing before 5:00 p.m. CST on February 26, 2004.

- Purchase agreement records

Thank you for your immediate attention to this matter.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/kbh

cc: Mr. L.J. Kranats
Mr. Richard Clark
Mr. Bruce Edmonds, Geico

Via Facsimile (706) 754-1027
Via Facsimile – (706) 654-2198
Via Facsimile – (478) 744-4169

BUTRUS KHOSHBIN WILSON VOGT, LLP

ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-1170 • FACSIMILE (214) 219-1173

FACSIMILE

To:	Jim Ellis Volkswagen	From:	Shain S. Khoshbin
Fax:	770-451-2374	Pages:	3 (including cover sheet)
Phone:		Date:	February 24, 2004
Re:	Insured: Fire on or about February 16, 2004 at the [redacted] residence. [redacted]	CC:	

MESSAGE

NOTICE

The information contained in this transmission is privileged and confidential. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended addressee, the reader is hereby notified that any consideration, dissemination or duplication of this communication is strictly prohibited. If the addressee has received this communication in error, please return this transmission to us at the above address by mail. We will reimburse you for postage. In addition, please notify us immediately by phone (call collect).

Thank you.

[redacted]

House
10,700

VOLKSWAGEN

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

August 24, 2005

Bill Wood, Esq.
Hawkins & Parnell
4000 Sun Trust Plaza
303 Peachtree Street, N.E.
Atlanta, GA 30308

Re: [redacted]and Central Mutual Insurance v. Volkswagen of America, Inc., et al

Dear Bill,

Enclosed please find all available file materials for the referenced case.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

George B. Blake
Team Leader – Product Liaison
Volkswagen of America, Inc.

enclosures

Blake, George

From: Wood, William [wwood@hplegal.com]
Sent: Wednesday, November 16, 2005 6:32 PM
To: George.Blake@vw.com
Subject: FW: [redacted] et al v. VWoA et al.: Draft Responses to Plaintiffs' Discovery
Importance: High
Attachments: [redacted] Response to Krista's Admissions to Defendant.DOC; [redacted] Response to Daniel's Admissions to Defendant.DOC; [redacted]: Response to Krista's Interrogatories to Defendant.DOC; [redacted] Response to Daniel's Interrogatories to Defendant.DOC; [redacted] Response to [redacted] Admissions to Defendant.DOC; [redacted] Response to Daniel's Admissions to Defendant.DOC

George:

Attached are VWoA's revised Responses to Plaintiffs' Requests for Admissions in the [redacted] matter. I have added objections to many responses, and I have changed several responses. Please review these revised responses and call me tomorrow morning (after 9:30 a.m.) to discuss.

<<[redacted] Response to Krista's Admissions to Defendant.DOC>> <<[redacted]: Response to Daniel's Admissions to Defendant.DOC>>

Thank you,

Bill Wood

William T. Wood, III
Hawkins & Parnell, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

Direct Dial: (404) 614-7559
Fax: (404) 614-7500
E-mail: wwood@hplegal.com

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From: Wood, William
Sent: Tuesday, November 15, 2005 1:05 PM
To: George B. Blake (George.Blake@vw.com)
Subject: [redacted], et al v. VWoA et al.: Draft Responses to Plaintiffs' Discovery

George:

Attached are drafts of VWoA's responses to Plaintiffs' Interrogatories and Requests for Admissions in the [redacted] matter. Once you have reviewed the attached documents, I would like to discuss some of these draft responses with you by phone. Are you available tomorrow afternoon between 1:00 and 2:00 p.m.?

11/22/2005 11:10 AM

Blake, George

To: Lawson, Rami
Subject: [redacted] v. VWoA

Hi Rami,

Could you please send me a copy of the signed lease agreement for account 825054353.

Thank You,

George B. Blake
Team Leader - Product Liaison

Volkswagen of America, Inc.
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

Telephone: 201-227-7906
Fax: 201-894-5498

Blake, George

From: Wood, William [wwood@hplegal.com]
Sent: Tuesday, November 22, 2005 3:34 PM
To: Blake, George
Subject: [redacted] Responses to Request for Admissions (Revised Draft)
Attachments: [redacted] Response to Krista's Admissions to Defendant.DOC; [redacted] Response to Daniel's Admissions to Defendant.DOC

George:

Atttached are VWoA's revised draft Responses to Plaintiffs' Requests for Admissions in the [redacted] matter based upon our conversations over the last two days. If possible, please review the attached documents and provide comments, if any, by tomorrow afternoon.

I will e-mail the revised drafts to the Interrogatories and Request for Production in a separate e-mail. Thank you,

Bill

<<[redacted] Response to Krista's Admissions to Defendant.DOC>> <<[redacted] Response to Daniel's Admissions to Defendant.DOC>>

William T. Wood, III
Hawkins & Parnell, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3243

Direct Dial: (404) 614-7559
Fax: (404) 614-7500
E-mail: wwood@hplegal.com

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VOLKSWAGEN

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

April 22, 2005

Shain S. Khoshbin, Esq
Butrus Khoshbin Wilson Vogt, LLP
3625 North Hall Street, Ste. 740
Dallas, TX 75219

Re: [redacted]s Residence Fire
Your File: 11879
DOL: 2/16/2004

Dear Mr. Khoshbin:

We have once again reviewed your claim regarding the captioned incident involving the [redacted] 2002 VW Passat, VIN WVWPD63B42P[redacted], and have already accepted responsibility for the damage to this vehicle.

However, as the [redacted] did not respond to either one of the recall letters sent to them prior to the incident, we cannot accept responsibility for their failure to respond - or maintain their vehicle - or the resulting damage to their residence.

In view of the above, we cannot give further consideration to your claim.

Sincerely,

C Guastelle

Carol Guastelle

settlement reached
4/25/05
R Cannon

24R50410

BUTRUS KHOSHBIN WILSON VOGT, LLP

ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE: (214) 219-1170 • FACSIMILE (214) 219-1173

RC - Pls Handle C - 4/18/05

FACSIMILE

To:	Carole Guastelle VW Office of the General Counsel	From:	Shain S. Khoshbin
Fax:	201-894-5498	Pages:	4 (including cover sheet)
Phone:		Date:	April 15, 2005
Re:	Insured: Fire on or about February 16, 2004 at the [redacted] residence. BKWV File No.: 11879	CC:	

MESSAGE

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The information contained in this transmission is privileged and confidential. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended addressee, the reader is hereby notified that any consideration, dissemination or duplication of this communication is strictly prohibited. If the addressee has received this communication in error, please return this transmission to us at the above address by mail. We will reimburse you for postage. In addition, please notify us immediately by phone (call collect).

Thank you.

WRITE TO THEM

WE HAVE ONCE AGAIN REVIEWED THEIR CLAIM. WE ACCEPTED RESPONSIBICITY FOR THE CAR BUT SINCE THE [redacted] DID NOT RESPOND TO EITHER ONE OF THE LETTERS WE SENT THEM WE WILL →

BUTRUS KHOSHBIN WILSON VOGT, LLP

ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-1170 • FACSIMILE (214) 219-1173

FACSIMILE

To:	Carole Guastelle VW Office of the General Counsel	From:	Shain S. Khoshbin
Fax:	201-894-5498	Pages:	2 (including cover sheet)
Phone:		Date:	June 4, 2004
Re:	Insured: Fire on or about February 16, 2004 at the [redacted] residence. BKWV File No.: 11879	CC:	

MESSAGE

NOTICE

The information contained in this transmission is privileged and confidential. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended addressee, the reader is hereby notified that any consideration, dissemination or duplication of this communication is strictly prohibited. If the addressee has received this communication in error, please return this transmission to us at the above address by mail. We will reimburse you for postage. In addition, please notify us immediately by phone (call collect).

Thank you.

GEICO DIRECT
1-800-841-3000

Government Employees Insurance Company
GEICO General Insurance Company
GEICO Indemnity Company
GEICO Casualty Company
Criterion Insurance Agency, Inc.
(Colonial County Mutual Ins.)

One GEICO Center
Macon, Georgia 31296-0001

May 14, 2004

Volkswagon Of America Inc
600 Sylvan Ave.
Inglewood Cliff, NJ 07632-3120

CLAIM NUMBER: [redacted] LOSS DATE: 02/16/04
INSURED: [redacted]
YOUR INSURED: Volkswagon Of America Inc
YOUR CLAIM #: [redacted]
YOUR VEHICLE: unk UNK
TAG #: Unk

attn Carol Guastelle

Dear Volkswagon Of America Inc:

Our investigation shows your insured to be at fault in the accident.

- Repair or replacement of our vehicle has been concluded. Our subrogation claim will be forwarded. Please protect our interest.

THANKS FOR YOUR PROMPT ATTENTION.

Sincerely,

5/27 - VMM out of office until 6/1

WENDI THOMAS-WELKER S803R

PAYMENT RECOVERY UNIT 800-841-8842 x1534
GEICO General Insurance Company

6/1 - VMM from Wendi Welker - will send supports - selling salvage 35 Hf doc

PLEASE REFER TO OUR CLAIM NUMBER WHEN WRITING OR CALLING ABOUT THIS CLAIM

SL54 CLL14

* * * COMMUNICATION RESULT REPORT (APR. 5. 2004 2:40PM) * * *

FAX HEADER: VWOA

TRANSMITTED/STORED : APR. 5. 2004 2:40PM FILE MODE	OPTION	ADDRESS	RESULT	PAGE
581 MEMORY TX		12142191173	OK	1/1

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

VOLKSWAGEN

FAX 214-219-1173

April 5, 2004

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

Shain Khoshbin, Esq.
Butrus, Khoshbin, Wilson, Vogt, LLP
3625 North Hall St., Ste. 740
Dallas, TX 75219

Re: [redacted]

Dear Mr. Khoshbin:

This will confirm today's conversation during which we discussed the fire loss at the Richard's residence on February 16, 2004.

When your investigation, etc., of this occurrence has been completed, please submit your claim along with all necessary documentation to my attention for review.

We will hold this file aside pending receipt of the requested materials.

Sincerely,

Carol Guastelle

$ 250,000 +

VOLKSWAGEN

FAX 214-219-1173

April 5, 2004

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

Shain Khoshbin, Esq.
Butrus, Khoshbin, Wilson, Vogt, LLP
3625 North Hall St., Ste. 740
Dallas, TX 75219

Re: [redacted]

Dear Mr. Khoshbin:

This will confirm today's conversation during which we discussed the fire loss at the [redacted] residence on February 16, 2004.

When your investigation, etc., of this occurrence has been completed, please submit your claim along with all necessary documentation to my attention for review.

We will hold this file aside pending receipt of the requested materials.

Sincerely,

Carol Guastelle

Guastelle, Carol

From: Cotter, Maria
Sent: Tuesday, March 30, 2004 3:10 PM
To: Guastelle, Carol
Subject: RE: [redacted]

Importance: High

RC - C 3/30/04

Hi Carol,

Our records indicate that for both the initial mailing and the follow-up mailing (a total of two mailings), this customer was notified of the WG action.

Please let me know if you require anything further.

Best regards,
Maria Cotter
VWoA Product Compliance

-----Original Message-----
From: Guastelle, Carol
Sent: Tuesday, March 30, 2004 11:46 AM
To: Cotter, Maria
Subject: RE: [redacted]
Importance: High

Hi Maria,

Have you been able to confirm that customer received only one mailing? Call me if you have any questions 201-227-7908 (VW Net 271-7908).

Thanks again,
Carol

-----Original Message-----
From: Cotter, Maria
Sent: Wednesday, March 10, 2004 9:03 AM
To: Guastelle, Carol
Subject: RE: [redacted]

Hello Carol,

According to what the mailer told me today, their records only indicate that this customer received the one mailing. However, I am asking my systems person to double check this data -- he's out of the office this week and won't be able to answer us until next.

Best regards,
Maria Cotter
VWoA Product Compliance

-----Original Message-----
From: Guastelle, Carol
Sent: Tuesday, March 09, 2004 11:05 AM
To: Cotter, Maria
Subject: RE: [redacted]

Thanks for the information. [redacted] is the name shown on the VDF.

You mentioned that the first mailing was sent 5/29/03. Was [redacted] included in this mailing also?

Thanks,
Carol

-----Original Message-----
From: Cotter, Maria
Sent: Friday, March 05, 2004 7:34 AM
To: Guastelle, Carol
Subject: FW: [redacted]
Importance: High

Carol,
This is to follow up on your request from yesterday. Please let me know if you require anything further.

Best regards,
Maria Cotter
VWoA Product Compliance

-----Original Message-----
From: Sandy Krawke [mailto:SKrawke@wolverinemail.com]
Sent: Thursday, March 04, 2004 4:16 PM
To: 'maria.cotter@vw.com'
Subject: [redacted]

Maria: you had asked if the following had been on one of the WG mailings:

VIN: WVWPD63B42P[redacted]
[redacted]
Alpharetta, GA [redacted]

The VIN was on the file we used to the November mailing, but the name was Krista L. Richards (all of the other information, including the VIN is identical).

Let me know if you need anything further - thanks!

Sandi Krawcke
Sales/Service
Wolverine Solutions Group

Guastelle, Carol

From: Guastelle, Carol
Sent: Tuesday, March 30, 2004 11:46 AM
To: Cotter, Maria
Subject: RE: [redacted]

Importance: High

Hi Maria,

Have you been able to confirm that customer received only one mailing? Call me if you have any questions 201-227-7908 (VW Net 271-7908).

Thanks again,
Carol

-----Original Message-----
From: Cotter, Maria
Sent: Wednesday, March 10, 2004 9:03 AM
To: Guastelle, Carol
Subject: RE: [redacted]

Hello Carol,

According to what the mailer told me today, their records only indicate that this customer received the one mailing. However, I am asking my systems person to double check this data -- he's out of the office this week and won't be able to answer us until next.

Best regards,
Maria Cotter
VWoA Product Compliance

-----Original Message-----
From: Guastelle, Carol
Sent: Tuesday, March 09, 2004 11:05 AM
To: Cotter, Maria
Subject: RE: [redacted]

Thanks for the information. [redacted] is the name shown on the VDF.

You mentioned that the first mailing was sent 5/29/03. Was [redacted] included in this mailing also?

yes included & mailed again 11/03 will email confirmation

Thanks,
Carol

-----Original Message-----
From: Cotter, Maria
Sent: Friday, March 05, 2004 7:34 AM
To: Guastelle, Carol
Subject: FW: [redacted]
Importance: High

Carol,
This is to follow up on your request from yesterday. Please let me know if you require anything further.

Best regards,
Maria Cotter
VWoA Product Compliance

-----Original Message-----
From: Sandy Krawke [mailto:SKrawke@wolverinemail.com]
Sent: Thursday, March 04, 2004 4:16 PM
To: 'maria.cotter@vw.com'
Subject: [redacted]

Maria: you had asked if the following had been on one of the WG mailings:

VIN: WVWPD63B42P[redacted]
[redacted]
Alpharetta, GA [redacted]

The VIN was on the file we used to the November mailing, but the name was [redacted] (all of the other information, including the VIN is identical).

Let me know if you need anything further - thanks!

Sandi Krawcke
Sales/Service
Wolverine Solutions Group

Tracking:	**Recipient**	**Delivery**
	[redacted]	Delivered: 3/30/2004 11:46 AM

Guastelle, Carol

From: Cotter, Maria
Sent: Tuesday, March 09, 2004 11:15 AM
To: 'skrawke@wolverinemail.com'
Cc: Guastelle, Carol
Subject: RE: [redacted]

Importance: High

Hi Sandy,

I think you mentioned that this VIN was also included in the May 2003 coil mailing on the phone, but unfortunately you didn't indicate that here. Could you please confirm for me that this VIN was also mailed to back in May?

Thank you!
Maria Cotter
VWoA Product Compliance

-----Original Message-----
From: Guastelle, Carol
Sent: Tuesday, March 09, 2004 11:05 AM
To: Cotter, Maria
Subject: RE: [redacted]

Thanks for the information. [redacted] is the name shown on the VDF.

You mentioned that the first mailing was sent 5/29/03. Was Krista Richards included in this mailing also?

Thanks,
Carol

-----Original Message-----
From: Cotter, Maria
Sent: Friday, March 05, 2004 7:34 AM
To: Guastelle, Carol
Subject: FW: [redacted]
Importance: High

Carol,
This is to follow up on your request from yesterday. Please let me know if you require anything further.

Best regards,
Maria Cotter
VWoA Product Compliance

-----Original Message-----
From: Sandy Krawke [mailto:SKrawke@wolverinemail.com]
Sent: Thursday, March 04, 2004 4:16 PM
To: 'maria.cotter@vw.com'
Subject: [redacted]

Maria: you had asked if the following had been on one of the WG mailings:

VIN: WVWPD63B42P[redacted]
[redacted]
Alpharetta, GA [redacted]

The VIN was on the file we used to the November mailing, but the name was [redacted] (all of the other information, including the VIN is identical).

Let me know if you need anything further - thanks!

Sandi Krawcke
Sales/Service
Wolverine Solutions Group

Guastelle, Carol

From: Cotter, Maria
Sent: Thursday, March 04, 2004 10:14 AM
To: 'skrawke@wolverinemail.com'
Cc: Islam, Mirza; Guastelle, Carol
Subject: Mailing Data Needed

Importance: High
Sensitivity: Confidential

Hello Sandy,

Could you please review your mailing records for any and all WG (ignition coil) mailings, and confirm for me the mailing(s) that this vehicle was included in -- I am certain you will find at least two occurrences; one being an initial mailing and the other a renotification. If you could provide this as soon as possible, I'd greatly appreciate it.

VIN: WVWPD63B42P[redacted]
Customer information: [redacted], Alpharetta, GA[redacted]

Best regards,

Maria Cotter
VWoA Product Compliance
248-754-4856

Volkswagen of America, Inc.

3800 Hamlin Road
Auburn Hills, MI 48326
Tel. (248) 754-5000

May 29, 2003

Dear Volkswagen Dealer:

I am writing to inform you that Volkswagen has begun the ignition coil Service Action of which we had previously informed you. We will now replace all ignition coils in cars potentially affected, whether a malfunction has occurred or not. Enclosed for your information is the WG Service Circular.

To best serve your most affected customers, we have designed a staggered approach. We will send customer letters in "waves" beginning in early June and continuing through December. These waves will be made up of a combination of customers throughout the United States and Canada with an initial concentration on customers driving vehicles that have experienced the higher failure rates.

Attached is a copy of the customer letter. We have asked the customers to make contact with your service department to schedule an appointment for this upgrade. We will provide you with a list of your customers as we contact them.

Ignition coil parts will be allocated in conjunction with the customer mailing. If you have any questions about parts allocation or need assistance, please contact your regional After Sales Manager.

As we go through this process, we ask that you continue to service any customer who requests the update even if he or she has not yet received the letter.

In conclusion, I want to again thank you for your continued support. I know that this has been a challenging time for your dealership and we appreciate your efforts to keep our mutual customers loyal to our brand.

Regards,

Frank Maguire

Frank Maguire
Vice President
Volkswagen of America, Inc.

BUTRUS KHOSHBIN WILSON VOGT, LLP

ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-1170 • FACSIMILE (214) 219-1173

SHAIN KHOSHBIN
DIRECT DIAL (214) 219-1161
DIRECT E-MAIL skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

February 24, 2004

VIA FACSIMILE (248) 754-4794
AND CMRRR #7003 1010 0004 8295 8943

RPC

MAR - 3 2004

Volkswagen
North American Headquarters
3800 Hamlin Road
Auburn Hills, MI 48326
Attn: Legal Department

RE: Fire on or about February 16, 2004 at the [redacted] residence.

Dear Claims/Legal Department:

Butrus Khoshbin Wilson Vogt, LLP is investigating the fire which occurred at 5115 Oakmont Bend, Alpharetta, GA ("the premises"), on or about February 16, 2004. The fire originated in the Richards' 2002 Volkswagen Passat (VIN WVWPD63B42P[redacted]. Volkswagen ("Volkswagen" or "you") manufactured and designed the vehicle, which caught fire in the [redacted] garage. The fire caused damage to the home and to Mr. and Mrs. [redacted] personal belongings.

If you have liability insurance, please notify your insurance agent or broker of this matter immediately. If you do not have liability insurance, or if any insurance carrier is operating under a reservation of rights, please notify the undersigned in writing of that fact immediately. Moreover, if you know of anyone else that we should put on notice, please let us know immediately.

Please be advised that on **Tuesday, March 2, 2004, beginning at 10:00 a.m. EST**, you and/or your representatives or investigators are invited to inspect the loss origin area, photograph same, take physical measurements, and make recommendations as to the preservation of evidence. On or soon after March 2, 2004, the loss site and/or any portions or contents thereof, which are not preserved, may be demolished and/or discarded. Moreover, if you know of anyone else to put on notice of this incident, please forward this notice to same and notify us of their identity immediately.

If you do not plan to attend the inspection on March 2, 2004, please advise me in writing before 5:00 p.m. CST on February 26, 2004.

Thank you for your immediate attention to this matter.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/kbh

cc: Mr. I.J. Kranats **Via Facsimile – (706) 754-1027**
Mr. Richard Clark **Via Facsimile – (706) 654-2198**
Mr. Bruce Edmonds, Geico **Via Facsimile – (478) 744-4169**

ATTN: CAROL
FAX: NEDA

BUTRUS KHOSHBIN WILSON VOGT, LLP
ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-8170 • FACSIMILE (214) 219-1173

SHAIN KHOSHBIN
DIRECT DIAL (214) 219-1161
DIRECT E-MAIL: skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

February 24, 2004

VIA FACSIMILE (770) 451-2374
AND CMRRR #7003 1010 0004 8295 8967

Jim Ellis Volkswagen
Claims/Legal Department
5901 Peachtree Industrial Blvd.
Atlanta, GA 30341
Attn: Jim Ellis

RE: Fire on or about February 16, 2004 at the [redacted]s residence.

Dear Claims/Legal Department:

Butrus Khoshbin Wilson Vogt, LLP is investigating the fire which occurred at 5115 Oakmont Bend, Alpharetta, GA ("the premises"), on or about February 16, 2004. The fire originated in the [redacted] 2002 Volkswagen Passat (VIN WVWPD63B42P[redacted]). It is our understanding that the Volkswagen, which caught fire in the [redacted] garage, was leased through Jim Ellis Volkswagen in Georgia. The fire caused damage to the home and to Mr. and Mrs. [redacted] personal belongings.

If you have liability insurance, please notify your insurance agent or broker of this matter immediately. If you do not have liability insurance, or if any insurance carrier is operating under a reservation of rights, please notify the undersigned in writing of that fact immediately. Moreover, if you know of anyone else that we should put on notice, please let us know immediately.

Please be advised that on Tuesday, March 2, 2004, beginning at 10:00 a.m. EST, you and/or your representatives or investigators are invited to inspect the loss origin area, photograph same, take physical measurements, and make recommendations as to the preservation of evidence. On or soon after March 2, 2004, the loss site and/or any portions or contents thereof, which are not preserved, may be demolished and/or discarded. Moreover, if you know of anyone else to put on notice of this incident, please forward this notice to same and notify us of their identity immediately.

If you do not plan to attend the inspection on March 2, 2004, please advise me in writing before 5:00 p.m. CST on February 26, 2004.

- Perhaps
- Document
- Records

Thank you for your immediate attention to this matter.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/kbh

cc: Mr. LJ. Kranats
Mr. Richard Clark
Mr. Bruce Edmonds, Geico

Via Facsimile (706) 754-1027
Via Facsimile – (706) 654-2198
Via Facsimile – (478) 744-4169

BUTRUS KHOSHBIN WILSON VOGT, LLP

ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-1170 • FACSIMILE (214) 219-1173

FACSIMILE

To:	Jim Ellis Volkswagen	From:	Shain S. Khoshbin
Fax:	770-451-2374	Pages:	3 (including cover sheet)
Phone:		Date:	February 24, 2004
Re:	Insured: Fire on or about February 16, 2004 at the [redacted] residence. BKWV File No.: 11879	CC:	

MESSAGE

NOTICE

The information contained in this transmission is privileged and confidential. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended addressee, the reader is hereby notified that any consideration, dissemination or duplication of this communication is strictly prohibited. If the addressee has received this communication in error, please return this transmission to us at the above address by mail. We will reimburse you for postage. In addition, please notify us immediately by phone (call collect).

Thank you.

[redacted]

House
10,000

LAW OFFICES OF

HAWKINS & PARNELL, LLP

HAWKINS PARNELL & THACKSTON, LLP
4514 COLE AVENUE
SUITE 550
DALLAS, TEXAS 75205
TELEPHONE: 214 780-5100

4000 SUNTRUST PLAZA
303 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30308-3243
TELEPHONE: 404 614-7400
FAX: 404 614-7500

HAWKINS & PARNELL, LLP
THE WOODRUMS BUILDING
602 VIRGINIA STREET EAST, SUITE 200
CHARLESTON, WEST VIRGINIA 25301
TELEPHONE: 304 345-8545

WRITER'S DIRECT: (404) 614-7559
wwood@hplegal.com

RECEIVED
OCT 17 2005

October 13, 2005

Mr. George B. Blake
Volkswagen of America, Inc.
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

Re: [redacted] **et al. v. Volkswagen of America, Inc., et al.**
Civil Action File No.: 05A36983-3

Dear Mr. Blake:

Enclosed please find a copy of the following for your review:

1. Plaintiff [redacted] First Set of Interrogatories to Defendant Volkswagen of America, Inc.;

2. Plaintiff [redacted] First Requests for Admissions to Defendant Volkswagen of America, Inc.;

3. Plaintiff [redacted] First Set of Interrogatories to Defendant Volkswagen of America, Inc.; and

4. Plaintiff [redacted] First Requests for Admissions to Defendant Volkswagen of America, Inc.

After you have had a chance to review the enclosed documents, please call me to discuss your evaluation of the above-referenced matter.

Very truly yours,

HAWKINS & PARNELL, LLP

William T. Wood, III

WTW/skk
Enclosure(s)

BUTRUS KHOSHBIN WILSON VOGT, LLP
ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-1170 • FACSIMILE (214) 219-1173

SHAIN KHOSHBIN
DIRECT DIAL (214) 219-1161
DIRECT E-MAIL skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

April 15, 2005

This letter is sent as part of compromise/settlement negotiations, as well as an offer to compromise/settle. Pursuant to the applicable rules of evidence, all portions are inadmissible as evidence.

VIA FACSIMILE: 201-894-5498
& VIA CM/RRR # 7004 2890 0001 6458 5058

Carole Guastelle
VW Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

RE: Fire Caused By 2002 VW Passat [VIN: WVWPD63B42P[redacted]
At The [redacted] Home On February 16, 2004

BKWV File: 11879

Ms. Guastelle:

I have enjoyed our conversations, and look forward to continuing to work with you to efficiently and amicably resolve this claim. In that regard, per your request, I send you the following letter and damages documentation.

I. INTRODUCTION

Butrus Khoshbin Wilson Vogt, LLP has been retained to recover the damages incurred as the result of the fire at [redacted] home located at [redacted] in Alpharetta, Georgia, on or about February 16, 2004 ("fire" or "loss"). As you know, the [redacted] defective 2002 Volkswagen Passat ("vehicle") caused the fire; and the fire caused extensive damage to the [redacted] home and personal property.

II. PURPOSE OF THIS LETTER

Via certified mail, we are sending you the [redacted] Settlement Brochure for your review. It includes documentation of the damages incurred as a result of the fire caused by the VW vehicle, as well as the Forsyth County Fire Department Report regarding the fire.

Once again, I send this letter in a good faith attempt to amicably resolve this claim without the need for pursuing formal litigation against VW. In my experience, I have found that reputable manufacturers, as well as seasoned attorneys, risk/claims managers, adjusters, and businesspeople alike, usually prefer to approach/resolve such disputes in a reasoned and business-like manner before suit, rather than compound the situation with court proceedings, attorneys' fees and litigation costs.

III. SUMMARY OF FACTS

As you know, the [redacted] basically new - though defective - VW Passat caused this fire. More specifically, while driving the vehicle on Sunday, February 15, 2004, Mrs. [redacted] noticed it had reduced power. When Mrs. [redacted] tried to drive the vehicle later in the day to pick-up her daughter, she noticed it still was running poorly, had rough idling, and the "check engine" light was illuminated. Therefore, she turned around, parked the vehicle in the garage, and picked-up her daughter with Mr. [redacted] truck. That evening, Mr. [redacted] checked the vehicle's oil level [which was normal] and "revved" the engine. According to Mr. [redacted], the vehicle was "running rough." He advised Mrs. [redacted] to make arrangements to have the car serviced the following day.

On Monday, February 16th, the [redacted] called VW roadside assistance to have the vehicle towed into the repair shop. A representative of VW roadside assistance called to say he was approximately two (2) hours from the [redacted] residence, and would call when he was closer. He called again when he was 10 minutes from the house. Unsure if the vehicle would be towed from the front or back, Mrs. [redacted] started the vehicle for the VW roadside assistance representative, and went inside the house.

A short time later, Mrs. [redacted] heard the smoke detectors go off. Upon hearing the detectors, Mrs. [redacted] ran upstairs to make sure her daughter was alright, then ran through the upstairs of the house – but did not see or smell any fire/smoke. When she went back downstairs, Mrs. [redacted] viewed smoke in the kitchen, which is located immediately off the garage. When Mrs. [redacted] entered the garage, there was smoke and flame coming from under the hood of the vehicle. She immediately turned the car off and removed the key from the ignition. When she opened the hood, Mrs. [redacted] described it as like "a barbeque on the top of the engine, flames were shooting up from the top of the engine." Mrs. [redacted] then dropped the hood down, got her daughter, and called "911."

According to experts at the inspection, as well as the Vehicle Inspection Report by Michael Zazula [VW Product Liaison Engineer], the fire originated in the vehicle's engine compartment. Moreover, the [redacted] statements about the vehicle are consistent with the defect described in VW recall information concerning defective ignition coils.

IV. AMICABLE RESOLUTION

As requested in your earlier correspondence, we are submitting to you documentation of the damages incurred as a result of the fire caused by the VW vehicle. Furthermore, we respectfully request that VW pay the damages suffered as a result of this fire. Therefore, at this time and solely for the purposes of this settlement letter, we request that VW pay $359,007.49. This demand does not include any amounts paid by the [redacted] auto insurer, GEICO, for payments relating to the vehicles. In exchange for this payment, the [redacted] and their subrogating homeowners' insurer, Central Mutual Insurance Company, will release VW from all their claims arising from the fire. If not amicably resolved, additional costs, expenses and interest may be sought as part of formal litigation.

V. CONCLUSION

We look forward to attempting to resolve this matter amicably. Nonetheless, if we do not hear from you within fifteen (15) calendar days of the date of this letter, we will have to assume VW has rejected this offer and do not wish to pursue any amiable resolution, which would be unfortunate. I look forward to hearing from you soon.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/dar
Enclosures

BUTRUS KHOSHBIN WILSON VOGT, LLP

ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-1170 • FACSIMILE (214) 219-1173

FACSIMILE

To:	Carole Guastelle VW Office of the General Counsel	From:	Shain S. Khoshbin
Fax:	201-894-5498	Pages:	4 (including cover sheet)
Phone:		Date:	April 15, 2005
Re:	Insured: Fire on or about February 16, 2004 at the [redacted] residence. BKWV File No.: 11879	CC:	

MESSAGE

NOTICE

The information contained in this transmission is privileged and confidential. It is intended for the use of the individual or entity named above. If the reader of this message is not the intended addressee, the reader is hereby notified that any consideration, dissemination or duplication of this communication is strictly prohibited. If the addressee has received this communication in error, please return this transmission to us at the above address by mail. We will reimburse you for postage. In addition, please notify us immediately by phone (call collect).

Thank you.

VOLKSWAGEN

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

April 22, 2005

Shain S. Khoshbin, Esq
Butrus Khoshbin Wilson Vogt, LLP
3625 North Hall Street, Ste. 740
Dallas, TX 75219

RECEIVED
APR 28 2005
By

Re: [redacted] Residence Fire
Your File: 11879
DOL: 2/16/2004

Dear Mr. Khoshbin:

We have once again reviewed your claim regarding the captioned incident involving the [redacted] 2002 VW Passat, VIN WVWPD63B42P[redacted] and have already accepted responsibility for the damage to this vehicle.

However, as the [redacted] did not respond to either one of the recall letters sent to them prior to the incident, we cannot accept responsibility for their failure to respond - or maintain their vehicle - or the resulting damage to their residence.

In view of the above, we cannot give further consideration to your claim.

Sincerely,

C Guastelle

Carol Guastelle

BUTRUS KHOSHBIN WILSON VOGT, LLP
ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-1170 • FACSIMILE (214) 219-1173

SHAIN KHOSHBIN
DIRECT DIAL (214) 219-1161
DIRECT E-MAIL skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

April 29, 2005

VIA FACSIMILE: 201-894-5498
& VIA CM/RRR # 7004 2890 0001 6458 5126

Carole Guastelle
VW Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

RE: Fire Caused By 2002 VW Passat [VIN: WVWPD63B42P[redacted]
At The [redacted] Home On February 16, 2004
BKWV File: 11879

Ms. Guastelle:

Thank you for your letter dated April 22, 2005. I look forward to your returning my calls.

In the meantime, please be advised that the [redacted] did not receive any recall notices prior to the fire caused by the VW Passat. Please provide me with a copy of the information/proof upon which you are relying for your allegation that "the Richards did not respond to either one of the recall letters sent to them prior to the incident."

Frankly, Carol, it seems odd that VW raises this issue now, after you sent me a letter confirming our conversation on April 5, 2004 and requesting that I submit the [redacted] claim and damages documentation to your attention for review. I look forward to hearing from you soon.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/joy

VOLKSWAGEN

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

June 18, 2004

S. A. Khoshbin, Esq.
Butrus, Khoshbin, Wilson, Vogt, LLP
3625 North Hall Street, Ste. 740
Dallas, TX 75219

Re: [redacted] residence fire of 2/16/04
VIN WVWPD63B42P[redacted]

Dear Mr. Khoshbin:

As requested in your letter of June 4, 2004, enclosed please find copies of recalls, etc., affecting 1999-2002 VW Passats.

Our engineer's inspection report and service records covering the captioned vehicle are also enclosed.

Please contact us again upon completion of your investigation.

Sincerely,

C. Guastelle

Carol Guastelle

Encl.

M2 P/S handle C - 6/4

BUTRUS KHOSHBIN WILSON VOGT, LLP
ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

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SHAIN KHOSHBIN
DIRECT DIAL (214) 219-1161
DIRECT E-MAIL skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

June 4, 2004

VIA FACSIMILE 201-894-5498

Carole Guastelle
VW Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

RE: Fire on or about February 16, 2004 at the [redacted] residence involving a 2002 VW Passat (VIN: WVWPD63B42P[redacted])

BKWV File: 11879

Dear Ms. Guastelle:

The adjustment on this matter is proceeding. Upon completion, we will provide you with all damage documentation with regard to this loss.

In the meantime, I would appreciate receiving from you a copy of any service records relating to the vehicle, as well as recalls, safety notices, technical service bulletins, warnings or similar documents affecting 1999-2002 Passats; and any documents reflecting any defect investigation(s) opened by the NHTSA relating to 1999-2002 Passats. Additionally, if your experts have provided you with any memorandums or reports as a result of the last inspection, I would appreciate a copy of those also.

If you have any questions, please do not hesitate to call.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

VOLKSWAGEN

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

August 24, 2005

Bill Wood, Esq.
Hawkins & Parnell
4000 Sun Trust Plaza
303 Peachtree Street, N.E.
Atlanta, GA 30308

Re: [redacted]and Central Mutual Insurance v. Volkswagen of America, Inc., et al

Dear Bill,

Enclosed is an undated letter we received from Mr. Rodney Woods concerning the referenced case.

In his letter, Mr. Woods seeks indemnification for both Jim Ellis Volkswagen, Inc., as well as Jim Ellis Motors, Inc. in the referenced case.

I have reviewed this file and approve conditional indemnification for both Jim Ellis Volkswagen, Inc., and Jim Ellis Motors, Inc. in this matter.

If after your review of this file you concur with my feelings regarding this request, please then proceed with conditional indemnification of both Jim Ellis Volkswagen, Inc. and Jim Ellis Motors, Inc. in this matter and advise all interested parties accordingly.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

George B. Blake
Team Leader – Product Liaison
Volkswagen of America, Inc.

enclosures

JIM Ellis
Expect the best

5901 PEACHTREE INDUSTRIAL BLVD., ATLANTA, GA 30341

George Blake
Product Liability
Volkswagen of America
3800 Hamlin Road
Auburn Hills, MI 48326

Re: [redacted] and Central Mutual Insurance Complaint
Case No. 05A36983-3

Dear Mr. Blake

I am writing this letter in reference to a complaint that has been filed against Volkswagen of America and Jim Ellis Volkswagen Inc. in Dekalb County Georgia. This complaint alleges that Jim Ellis Volkswagen Inc. has conducted itself in negligent acts or omissions. It is our understanding that [redacted] purchased their 2002 Volkswagen from Jim Ellis Motors Inc. not Jim Ellis Volkswagen Inc.

We are requesting Volkswagen of America to indemnify, defend, protect, and hold Jim Ellis Volkswagen Inc. and Jim Ellis Motors Inc, our officers, managers, and employees harmless, from any fines, penalties, claims, or other liabilities that may arise from this suit in accordance with our dealer franchise agreement.

Please feel free to contact me with any further questions that you may have regarding this matter.

Sincerely,

Rodney Woods
General Manager
Jim Ellis Volkswagen Inc.
770-458-6811

BANKS, STUBBS, NEVILLE & CUNAT, LLP
ATTORNEYS AT LAW
309 PIRKLE FERRY ROAD, BLDG. F
CUMMING, GEORGIA 30040

RAPE BANKS III
ROBERT S. STUBBS III
J. RICHARD NEVILLE
MARC N. CUNAT

TRACY ANN MOORE

(770) 887-1209
1-877-724-8510
FAX: (770) 889-5898
www.bsnlaw.com

August 10, 2005

Mr. Jim Ellis
Jim Ellis Auto Dealerships
5901 Peachtree Industrial Blvd.
Atlanta, Georgia 30341-1630

Re: [redacted] **and Central Mutal Insurance Company v. Volkswagen of America and Jim Ellis Atlanta, Inc.**
State Court of Dekalb County
Case No. 05A36983-3

Services rendered:

Receipt of documents served on Jim Ellis Atlanta, Inc. and forwarding to Jim Ellis.....**$75.00**

Rodney
See me on the
Ow

Thanks

G:\clients\ELLIS.JIM\Richards\fee.let.wpd

AUG 11 2005

BANKS, STUBBS, NEVILLE & CUNAT, LLP
ATTORNEYS AT LAW
309 PIRKLE FERRY ROAD, BLDG. F
CUMMING, GEORGIA 30040

RAFE BANKS III
ROBERT S. STUBBS III
J. RICHARD NEVILLE
MARC N. CUNAT

TRACY ANN MOORE

(770) 887-1209
1-877-724-8510
FAX: (770) 889-5898
www.bsnlaw.com

August 10, 2005

CERTIFIED MAIL NO. 7002 2030 0005 4575 6136
RETURN RECEIPT REQUESTED
Mr. James E. Ellis
Vice President
Jim Ellis Auto Dealerships
5901 Peachtree Industrial Blvd.
Atlanta, Georgia 30341-1630

Re: [redacted] **and Central Mutal Insurance Company v. Volkswagen of America and Jim Ellis Atlanta, Inc.**
State Court of Dekalb County
Case No. 05A36983-3

Dear Jimmy:

Enclosed you will find the original documents our office received in my capacity as registered agent for Jim Ellis Atlanta, Inc. We have retained a copy for our files.

Under our agreement, we understand that you will handle any response that may be necessary, unless we are instructed otherwise.

Please give us a call if you have any questions.

Sincerely,

Kelli Moore

Kelli Moore
Legal Assistant to Rafe Banks III

Enclosures

G:\clients\ELLIS.JIM\Richards\jim1.let.wpd

LINDABURY
McCORMICK & ESTABROOK, P.A.
Attorneys at Law

James D. DeRose

August 18, 2005

Mr. George Blake
Volkswagen of America, Inc.
600 Sylvan Avenue
Englewood Cliffs, New Jersey 07632

Re: Vittor v. VWOA
VW #: [redacted]

Dear George:

As you know, the above matter settled in its entirety. Under the terms of the settlement, the plaintiff will present her car for the software update. In addition, VWOA will pay the plaintiff the sum of $7,000 in full and final settlement of any and all claims, asserted or unasserted, in this matter, and $7,000 to Galex Wolff, for attorneys' fees.

Accordingly, would you please be so kind as to issue VWOA's check payable to Lindabury, McCormick & Estabrook Attorney Trust Account in the amount of $14,000.00. I will deposit the check in our Trust Account and disburse this amount to the plaintiff and her attorney's once I have received the executed Release and dismissal document.

If you have any questions regarding this matter, please let me know

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK

James D. DeRose

JDD:jm

334237v1/ASB

BUTRUS KHOSHBIN WILSON VOGT, LLP
ATTORNEYS & COUNSELORS

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3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

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DIRECT E-MAIL skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

April 29, 2005

VIA FACSIMILE: 201-894-5498
& VIA CM/RRR # 7004 2890 0001 6458 5126

Carole Guastelle
VW Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

RE: Fire Caused By 2002 VW Passat [VIN: WVWPD63B42P[redacted]
At The [redacted] Home On February 16, 2004
BKWV File: 11879

Ms. Guastelle:

Thank you for your letter dated April 22, 2005. I look forward to your returning my calls.

In the meantime, please be advised that the Richards did not receive any recall notices prior to the fire caused by the VW Passat. Please provide me with a copy of the information/proof upon which you are relying for your allegation that "the Richards did not respond to either one of the recall letters sent to them prior to the incident."

Frankly, Carol, it seems odd that VW raises this issue now, after you sent me a letter confirming our conversation on April 5, 2004 and requesting that I submit the Richards' claim and damages documentation to your attention for review. I look forward to hearing from you soon.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/joy

BUTRUS KHOSHBIN WILSON VOGT, LLP
ATTORNEYS & COUNSELORS

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SHAIN KHOSHBIN
DIRECT DIAL (214) 219-1161
DIRECT E-MAIL skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

April 29, 2005

RECEIVED
MAY 2 2005

VIA FACSIMILE: 201-894-5498
& VIA CM/RRR # 7004 2890 0001 6458 5126

Carole Guastelle
VW Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

RE: Fire Caused By 2002 VW Passat [VIN: WVWPD63B42P[redacted]
At The [redacted] Home On February 16, 2004
BKWV File: 11879

Ms. Guastelle:

Thank you for your letter dated April 22, 2005. I look forward to your returning my calls.

In the meantime, please be advised that the [redacted] did not receive any recall notices prior to the fire caused by the VW Passat. Please provide me with a copy of the information/proof upon which you are relying for your allegation that "the [redacted] did not respond to either one of the recall letters sent to them prior to the incident."

Frankly, Carol, it seems odd that VW raises this issue now, after you sent me a letter confirming our conversation on April 5, 2004 and requesting that I submit the [redacted] claim and damages documentation to your attention for review. I look forward to hearing from you soon.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/joy

8/25/2005

Blake, George

From: Renken, Cornelius Ernst, Dr. (K-GL-V1)
Sent: Thursday, August 25, 2005 11:59 AM
To: Moorhead, Lynn; Blake, George
Cc: Cameron, Robert
Subject: AW: [redacted] and Central Mutual Insurance v. VWoA, et al

Dear Lynn and George,

If $ 360.000 is a somewhat realistic demand, and if we may have to pay that amount in the end I think we should a reserve at that amount. In addition we should make a reserve for legal fees which I would estimate for the moment at least $ 25.000.

Best regards,
Cornelius

-----Ursprüngliche Nachricht-----
Von: Blake, George
Gesendet: Donnerstag, 25. August 2005 13:06
An: Renken, Cornelius Ernst, Dr. (K-GL-V1)
Cc: Cameron, Robert; Moorhead, Lynn
Betreff: [redacted] and Central Mutual Insurance v. VWoA, et al

Hello Dr. Renken,

Please be advised that we have received the referenced Law suit alleging an ignition coil related fire to a 2002 Volkswagen Passat (VIN: WVWPD63B42P365746). This case is unique in that the alleged fire occurred while the vehicle was parked in the garage of the home of the Plaintiff's. The alleged vehicle fire resulted in extensive fire damage to the Plaintiff's home.

This is an Insurance Company that is suing us, as they claim this incident was a direct result of the ignition coils. The Insurance Company has presented us with an estimate to repair the house and replace damaged personal items at approximately $360,000 dollars.

As there is potential exposure for a significant settlement, or, jury award in this case, we have assigned this case the Personal Injury number of [redacted]

Additionally, Joe Muenichsdorfer paid the Insurance company $20,876.20 for the vehicle back in October of 2004.

Lynn Moorhead has asked that you contact her regarding what should be put in reserve for this matter.

Should you have any questions, please do not hesitate to contact me.

George B. Blake
Team Leader - Product Liaison

Volkswagen of America, Inc.
600 Sylvan Avenue

GEICO DIRECT
1-800-841-3000

- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company
- Criterion Insurance Agency, Inc.
(Colonial County Mutual Ins.)

One GEICO Center
Macon, Georgia 31296-0001

October 15, 2004 OCT 21 2004

OK TO Pay [redacted]

Volkswagon Of America
600 Sylvan Ave.
Ingelwood Cliff, NJ 07632-3120

CLAIM NU[redacted] LOSS DATE: 02/16/04
INSURED:
YOUR INSURED: Volkswagon Of America Inc
YOUR CLAIM #: Krista-Richards
YOUR VEHICLE: unk UNK
TAG #: Unk

CJ 10/22/04

WVWPD63B42P[redacted]

Dear Ms. Guastelle:

Our investigation shows your insured to be at fault in the accident.

- Our vehicle was declared a total loss. Documentation is attached. Please honor our claim.
  Amount paid to the insured: $20,376.20
  Insured's Deductible: $500
  TOTAL: $20,876.20

THANKS FOR YOUR PROMPT ATTENTION.

Sincerely,

WENDI THOMAS-WELKER S803R

PAYMENT RECOVERY UNIT 800-841-8842 x1534
GEICO General Insurance Company

35

PLEASE REFER TO OUR CLAIM NUMBER WHEN WRITING OR CALLING ABOUT THIS CLAIM

SL54

CLL14

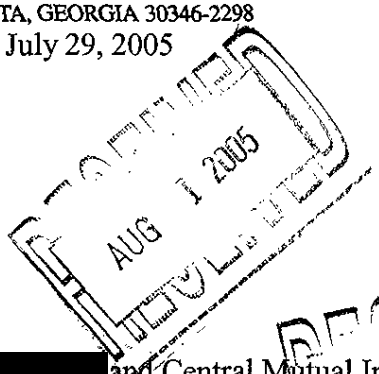
BOVIS, KYLE & BURCH, LLC

STEVEN J. KYLE, P.C.
Kyle@boviskyle.net

ATTORNEYS AT LAW
53 PERIMETER CENTER EAST
THIRD FLOOR
ATLANTA, GEORGIA 30346-2298

TEL (770) 391-9100
FAX (770) 668-0878

July 29, 2005



Cobb County Sheriff
Attention: Civil Section
185 Roswell Street
Marietta, GA 30090

Re: [redacted] and Central Mutual Insurance Company v. Volkswagen of America, Inc., and Jim Ellis Atlanta, Inc.
Dekalb County Civil Action File No. [redacted]

Dear Sir/Madam:

Please serve the enclosed Second Original Summons and Complaint upon the Defendant, Volkswagen of America, Inc., c/o Corporation Process Company at the address indicated on the Sheriff's Entry of Service.

Our check in the amount of $25.00 is enclosed to cover your filing fee. Please furnish us with a Return of Service .

Thank you for your attention to this matter.

Sincerely,

Steven J. Kyle /ajy

Steven J. Kyle, P.C.

SJK/ajy
Enclosures

174552-1

CASE NAME

[redacted]

_____START

_____CORRESPONDENCE

__X__INVESTIGATION

_____LEGAL

_____DEPOSITIONS

_____INTERROG, ANSWERS

PICTURES

_____ENDFILE

02/20/2004 at 09:13 AM File# 62910-00046057 Claim# [redacted]
Owner: [redacted] Appraiser VINCE VLASZ
2002 VW PASSAT GLS 4-1.8L-T 4D SED BLACK

GEICO
PO BOX 523

ALPHARETTA, GA 30009-0523
Business: (770)480-7934

IMAGE REPORT

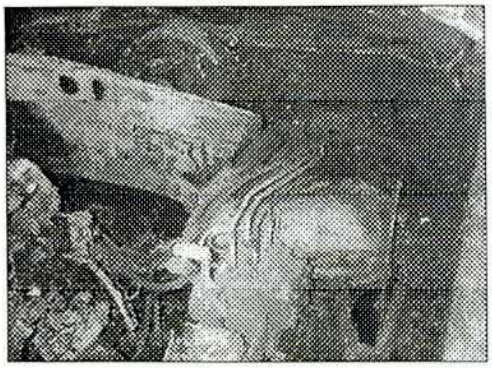
02/18/2004: EST01:

02/18/2004: EST01:

02/18/2004: EST01:

02/20/2004 at 09:13 AM File# 62910-00046057 Claim# [redacted]
Owner: [redacted] Appraiser: VINCE VLASZ
2002 VW PASSAT GLS 4-1.8L-T 4D SED BLACK

IMAGE REPORT



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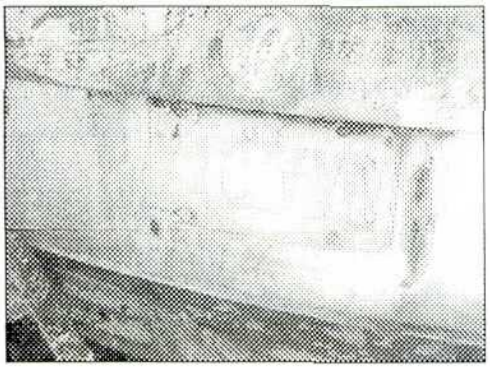
2002 VW PASSAT GLS 4-1.8L-T 4D SED BLACK

IMAGE REPORT

02/18/2004: EST01:



02/18/2004: EST01:

02/18/2004: EST01:

02/20/2004 at 09:13 AM File# 62910-00046057 Claim# [redacted]
Owner: [redacted] Appraiser VINCE VLASZ
2002 VW PASSAT GLS 4-1.8L-T 4D SED BLACK

IMAGE REPORT

02/18/2004: EST01:

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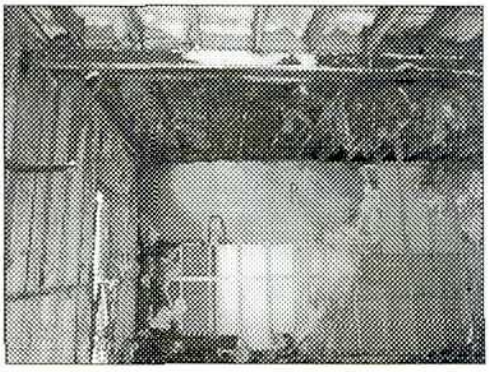
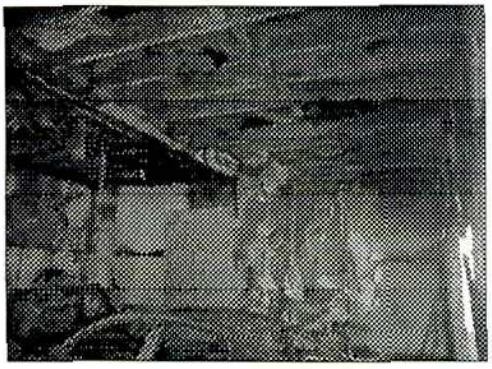


02/18/2004: EST01:

02/20/2004 at 09:13 AM File# 62910-00046057 Claim# [redacted]
Owner: [redacted] Appraiser VINCE VLASZ
2002 VW PASSAT GLS 4-1.8L-T 4D SED BLACK

IMAGE REPORT



02/18/2004: EST01:

02/18/2004: EST01:

CASE NAME

[redacted]

_____START

_____CORRESPONDENCE

__X__INVESTIGATION

_____LEGAL

_____DEPOSITIONS

_____INTERROG, ANSWERS

_____

_____

_____

_____

_____

_____ENDFILE

VDF/Claim Information for: WVWPD63B42P[redacted]

Vehicle Information

Model Year	2002	**Status**	Active	**Shipping Num**	024
Make/Model/Sub	VLK / PAS / Passat GLS	**Eng Family**		**Invoice Num**	02611
Sales Model	3B34K5	**Prod Date**	03/13/2002	**Invoice Date**	
Factory Model	3B34K5	**Ign Key**		**Order POE**	UO
Exterior Color	BLACK EXTERIOR	**A/C Installed**		**Deliver POE**	UO
		Source	US Delivery from Europe		
Interior Color	BLACK	**Engine#**	AWM 118745		
In Service Date	04/13/2002		**Expires**	**Miles**	
Demo Ext Num		**Base Warranty**	04/2006	50	
Addl Wrnty Num		**Demo Warranty**		0	
# Claims 2	$116.00	**Addl Warranty**		0	
		Addl Wrnty Typ	Not Applicable		

Ordered By	407988	Brunswick CCC
Billed To	407228	Jim Ellis Motors, Inc.
Sales Options	PHL,PJ6,PLD,RMA	
Factory Options	PHL,PJ6,PLD,RMA,ST5	

Purchase History

Dealer ID	Dealer Name	Delivery Date	Kind of Sale	Customer
407228	Jim Ellis Motors, Inc.	04/13/2002	New Incentive B	Krista Richards

Repair/Campaign History

Dealer ID	Dealer Name	Claim	Type	Part Id	Part Description	Repair Date	Paid Amt	Odom Unit	Measure	Audit	Ctr
407228	Jim Ellis Motors, Inc.	18452BC	FM	27T6	INSTOCK VEH - TESTED	2002/04/15	$15.00	0	Miles	200217	99
407228	Jim Ellis Motors, Inc.	18452AC	FM	0PDI	VW DELIVERY SATISFACTIO	2002/04/13	$101.00	0	Miles	200218	98

Camp	Description	Disp	Reimb.	Dealer ID	Dealer Name	Claim	Audit
WG	IGNITION COIL REPLACEMENT	N					
WK	INSTALL RR WHEEL HOUSE LINER	N					
WV	REFLASH TCM - PASSAT 1.8L AUTOMATIC	N					
YF	ECM FLASHING - 2002 PASSAT 01-02 A4/A6	N					

Case 040092572

Customer: Ms [redacted]
Program: Customer Relations
Status: 02/26/2004 Addendum Added
Source: Phone
Assigned: Neda Miladinovich (MILADIN)

Vehicle: 2002 Volkswagen Passat
WVWPD63B42F [redacted]
Production Date: 3/13/2002
Odometer: Miles
Wty Start Date: 04/13/2002
Dealer: Jim Ellis Motors, Inc. (407228)

Reasons

CATEGORY / TYPE / REASON	PART DESCRIPTION	ASST REQUEST	RESOLUTION
Safety / Vehicle / Vehicle Fire	ENGINE BLOCK	Not Applicable	Not Applicable

Contacts

02/26/2004 09:47:03 MILADIN Call From FOM/QTM - Joey Heard

QTM called yesterday states customer's attorney sent a letter to dealer advising vehilce caught on fire and it caused damaged to the house. RC adviased

VDF/Claim Information for: WVWPD63B42P[redacted]

Vehicle Information

Model Year	2002	**Status**	Active	**Shipping Num**	024
Make/Model/Sub	VLK / PAS / Passat GLS	**Eng Family**		**Invoice Num**	02611
Sales Model	3B34K5	**Prod Date**	03/13/2002	**Invoice Date**	
Factory Model	3B34K5	**Ign Key**		**Order POE**	UO
Exterior Color	BLACK EXTERIOR	**A/C Installed**		**Deliver POE**	UO
		Source	US Delivery from Europe		
Interior Color	BLACK	**Engine#**	AWM 118745		
In Service Date	04/13/2002		**Expires**	**Miles**	
Demo Ext Num		**Base Warranty**	04/2006	50	
Addl Wrnty Num		**Demo Warranty**		0	
# Claims 2	$116.00	**Addl Warranty**		0	
		Addl Wrnty Typ	Not Applicable		

Ordered By	407988	Brunswick CCC
Billed To	407228	Jim Ellis Motors, Inc.
Sales Options	PHL,PJ6,PLD,RMA	
Factory Options	PHL,PJ6,PLD,RMA,ST5	

Purchase History

Dealer ID	Dealer Name	Delivery Date	Kind of Sale	Customer
407228	Jim Ellis Motors, Inc.	04/13/2002	New Incentive B	Krista Richards

Repair/Campaign History

Dealer ID	Dealer Name	Claim	Type	Part Id	Part Description	Repair Date	Paid Amt	Odom Unit	Measure	Audit	Ctr
407228	Jim Ellis Motors, Inc.	18452BC	FM	27T6	BATTERY TESTED OK.	2002/04/15	$15.00	0	Miles	200217	99
407228	Jim Ellis Motors, Inc.	18452AC	FM	0PDI	VW DELIVERY SATISFACTIO	2002/04/13	$101.00	0	Miles	200218	98

Camp	Description	Disp	Reimb.	Dealer ID	Dealer Name	Claim	Audit
WG	IGNITION COIL REPLACEMENT	N					
WK	INSTALL RR WHEEL HOUSE LINER	N					
WV	Unknown	N					
YF	ECM FLASHING - 2002 PASSAT 01-02 A4/A6	N					

Volkswagen of America, Inc.

Vehicle Inspection Report

Date: **March 9, 2004**
To: **File**
From: **Michael Zazula**
Subject: [redacted]**RK Inspection**

The vehicle listed below was inspected on March 2, 2004, at:

[redacted]

Alpharetta GA

Vehicle located inside the garage of the above location.

Vehicle Data: 2002 Volkswagen Passat 1.8T GLS Black Exterior

VIN #: WVWPD63B42P[redacted]

Owner Data:
[redacted]

Note:
The vehicle was inside the garage, which is part of the house. The house sustained damage in this incident.

Exterior:

- Extensive fire damage to the entire vehicle.
- All of the tires have been consumed, exposing the steel cords/belts.
- The outer hood skin has separated from the inner support.

Engine Compartment:

- Damage to the entire engine area. Many ancillary components have been damaged and or consumed by the fire.
- The fuel clamps remain on the fuel line.

Interior:

- The fire has consumed the interior.
- The steel seat frames remain.

Trunk:

- The trunk and it's contents have been consumed.

Customer Comments:

- Customer states that on the morning of 02.15.04, she ran some local errands in her Passat. (No running problem reported, weather damp/cold)
- She arrived home around noon, her daughter called her to pick her up. This was approximately 30 mins. After she returned home from running her errands.
- She got into the Passat backed out of the driveway and into the court/circle; noticed vehicle was running "rough"; ***MIL on, first time noticed.*** Proceeded approximately 2 blocks to the stop sign.
- Makes a K-turn and proceeds back home due to rough running condition, does not want to "break-down" on the road.
- ***Parks Passat in driveway*** picks up daughter with her husband's pickup truck.
- Approximately 3pm, she clears out the garage to make room for the vehicle. *Has never parked vehicle in the garage.* ***Pulls Passat into the garage,*** from the driveway, believes the engine may be "wet" wants to dry it out inside the garage. Does not notice if it is running rough, MIL is on; Ms. [redacted] proceeds into the house after turning the vehicle off.
- Approximately 6pm, she and her husband who has since returned from work, enter the garage. Mr. [redacted] checks the oil level, which appears normal, in his opinion, starts the vehicle in the garage, and starts "revving" up the engine. Ms. [redacted] stated, " the engine sounded like it was running rough while the husband was revving it up". Ms. [redacted] states **MIL on**, vehicle was not driven or moved during this time. Mr. [redacted] remarked to Ms. [redacted] "call the dealer tomorrow and have it towed in". Vehicle was turned off, they both entered into the house. **Vehicle in garage overnight.**
- End of Sunday 02.15.04 events.
- Monday 02.16.04
- Ms. [redacted] calls Volkswagen roadside assistance to pickup her vehicle. 8:30 am. They inform her it will be about approximately 1 to 1 ½ hours before they arrive at the house.
- Approximately 9:45 am roadside assistance calls for specific directions, at this time Ms. [redacted] states " ***I went into the garage, opened the garage door,(behind the Passat, 2 car garage) then I started the Passat, I didn't know what way the tow truck was going to tow it so I started up and went back inside the house".*** (She does not remember if MIL was on; the vehicle was running un-attended, inside the garage.)
- "5 Minutes later the smoke alarm in the house started going off, I ran upstairs to see if my daughter was alright, she was fine, ran through the house, but could not smell/see anything. I then proceeded to the garage, through the house. When I opened the door to the garage, I could see smoke coming from the hood line where the fenders meet the hood."
- "I opened the drivers door, turned the key off, (does not know if the engine was still running at this time) which I realized later when I found the key in my back pocket and opened the hood release, I went to the front of the car and opened the hood. It was like a barbeque on top of the engine, flames were shooting up from the top of the engine. I dropped the hood. I

opened the other garage door at this time to get the smoke out of the garage. I ran out of the garage and back into the house through the front door, I got my daughter out and called the fire department. The tow truck driver arrives at some point during this time." (This incident took place in 5 minutes as described by Ms. [redacted])

- At this point the house is involved, fire department arrives and extinguished the fire.

Conclusions:

- The fire incident appears to have originated in the engine compartment.
- It does not appear to be a "fuel-fed" fire.
- The fire incident resulted in damage to the house.
- I hold these opinions to a reasonable degree of engineering certainty.

Michael Zazula
Product Liaison Engineer
Volkswagen of America, Inc.

[redacted]

Number order	Site
26	S

SDATE	Week	EDATE
04/01/2002	13	04/09/2002
FILM	DATE	BATCH
731	05/30/2002	36

SERIAL-----NUMBER COLOR MODEL LOAD# S/R 63
WVWPD63B42P[redacted] A1A1 3B34K5 65746 004A
A/R-040202 SPEC- PRIORITY-I LOCATION-1-71-3

AP031010[redacted]

CHROME MOLDING DASH BUBBLES

INSTALLED INSTALLED

INSTALLED INSTALLED

RECEIVING

INSTALLED VPC [redacted]

NT VEHICLE PREP CENT

DEALER-407228 Jim Ellis Motors, Inc.
Marietta[redacted]

C CASE-313519

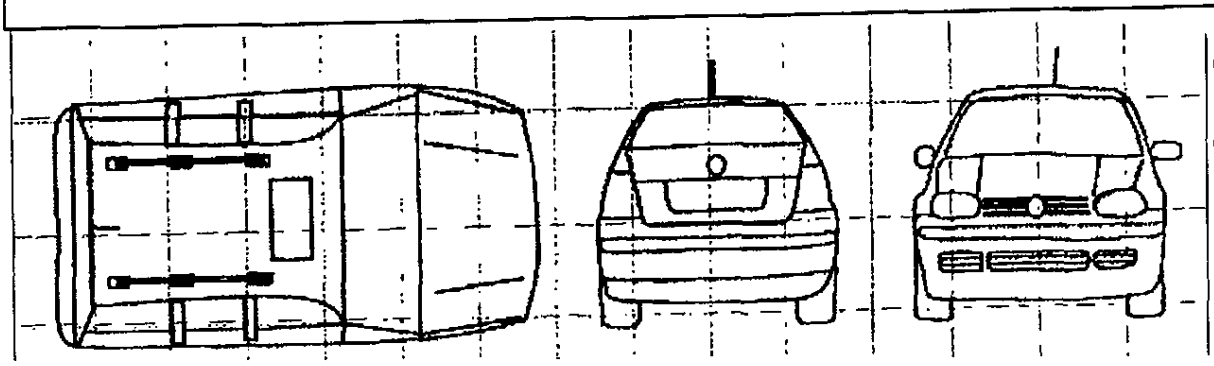
65746/ 1

	Part Description	Def.
7018	Dash Board	
57085	Ignition Key	
70186	VIN, on Dashboard	
50967	Type Label	
8555	Air Vents, Adjustable Left [L]	
8555	Air Vents, Adjustable Middle [M]	
8555	Air Vents, Adjustable Right [R]	
97942	Fuses (electrical)	
97948	Fuse puller	
4810	Steering Wheel	
9050	Signal Horn	
94061	Warning Buzzer (General)	
9025	Instrument Cluster Dashboard	
90251	Adjustment Knob Instrument Cluster	
9629	Illumination, Instrument Cluster	
92052	Multi-Function Indicator	
69572	Air Bag, Control Light	
94621	Front Foglight, Control Light	
94422	Turning Signal, Control Light	
90172	Door/Hood/Decklid, Control Light	
9689	Indicator Light (Anti-Theft System) Left [L]	
5721	Lock Mechanism/Knob, Front Door Left [L]	
64581	Window Switch, Left Front	
64583	Window Switch, Left Rear	
9616	Door Warning Light (Open Door!) Le. Fr. [LV]	
9616	Door Warning Light (Open Door!) Le. Re. [LH]	
57821	Interior Switch, Central Locking Left [L]	
5778	Switch, Centr. Locking Mech., Front Door Left [L]	
6657	Central Switch, Rear Mirror Adjustment Left [L]	
5582	Switch, Boot Lid, Remote Release	
6817	**Center Console**	
68301	Cup Holder, Center Console Front [V]	
68301	Cup Holder, Center Console Rear [H]	
90621	Illumination, Cigar Lighter Front [V]	
90621	Illumination, Cigar Lighter Rear [H]	
3712	Indicator, Selected Gear, Center Console	
34053	Gearshiftlock Label	
91001	Radio/Cassette Player/CD Player	
7084	**Roof Lining (Head liner)**	
6023	Cover, Motor, Various Types of Sun Roofs	
60511	Switch (Various Types of Sun Roofs)	
6823	Sun Visor Left [L]	
6823	Sun Visor Middle [M]	
6823	Sun Visor Right [R]	
69593	Sun Visor Airbag Label	
68292	Illumination, Make-up Mirror Left [L]	
68292	Illumination, Make-up Mirror Right [R]	
96201	Switch, Interior Light Rear/Front	
6835	Grab Handle Le. Fr. [LV]	
6835	Grab Handle Le. Re. [LH]	
7209	**Front Seat Left [L]**	
7209	Front Seat Right [R]	
7213	Fore/Aft Adjustment, Front Seat/Bench Left [L]	
7213	Fore/Aft Adjustment, Front Seat/Bench Right [R]	
72151	Front Seat Height Adjustment Left [L]	
72151	Front Seat Height Adjustment Right [R]	
7231	Seatback Adjustment, Front Seat/Bench Left [L]	
7231	Seatback Adjustment, Front Seat/Bench Right [R]	
72313	Easy-Entry Left [L]	
72313	Easy-Entry Right [R]	
69594	Seat Airbag Label Right [R]	
69594	Seat Airbag Label Left [L]	
7263	Lock, Rear Seat Backrest Left [L]	
70572	**A-Post, Upper Trim Left [L]**	
70571	A-Post, Lower Trim Left [L]	
70671	B-Post Trim, Upper Left [L]	
70672	B-Post Trim, Lower Left [L]	
70681	C-Post; Trim, Upper Left [L]	

Part Code	Part Description	Def.
92581	Windscreen Water Indicator	
24705	Engine Warning Light	
37241	Gearselection Indicator, Dashboard	
9043	Indicator, Ambient Temperature	
69812	Fasten Seat Belt Lights	
9447	Hazard Light Switch	
94462	Hazard, Control Light	
45451	EDS Control Light	
45452	ABS Indicator Light	
45631	ESP-Control Light	
91403	Loudspeaker/-Grill, Dashboard Upper Right [R]	
91403	Loudspeaker/-Grill, Dashboard Upper Left [L]	
7021	Knee-Bar, Below Dashboard (Full-Width)	
68186	Flower Vase	
6812	Lid, Glove Compartment/-Box	
9644	Illumination, Glove Box/-Compartment	
6959	Air Bag, Cover/-Strip	
69592	Windscreen Airbag Label	
6830	Cup Holder, Dashboard	
9689	Indicator Light (Anti-Theft System) Right [R]	
5721	Lock Mechanism/Knob, Front Door Right [R]	
64582	Window Switch, Right Front	
64584	Window Switch, Right Rear	
9616	Door Warning Light (Open Door!) Ri. Fr. [RV]	
9616	Door Warning Light (Open Door!) Ri. Re. [RH]	
57821	Interior Switch, Central Locking Right [R]	
5778	Switch, Centr. Locking Mech., Front Door Right [R]	
6459	Rear Window Locking Switch	
5545	Switch, Fuel Flap, Remote Release	
6817	**Center Console Contiued**	
85171	Lever/Knob, Air-Circulation	
8510	Heating/Cooling/Airconditioner	
6820	Ashtray, Front	
46613	Handbrake	
61011	Electric Cabrio Top Label	
39882	All Wheel Drive Label	
6181	Switch, Soft Top/Canopy	
6835	**Grab Handle Ri. Fr. [RV]**	
6835	Grab Handle Ri. Re. [RH]	
9646	Reading Light Le. Fr. [LV]	
9646	Reading Light Le. Re. [LH]	
9646	Reading Light Ri. Fr. [RV]	
9646	Reading Light Ri. Re. [RH]	
68352	Coat Hook Le. Re. [LH]	
68352	Coat Hook Ri. Re. [RH]	
6827	Rear View Mirror, Inner	
53007	Strut Transport Label	
9620	Interior Light Rear/Front	
7263	**Lock, Rear Seat Backrest Right [R]**	
7280	Head Rest Le. Fr. [LV]	
7280	Head Rest Ri. Fr. [RV]	
7280	Head Rest Le. Re. [LH]	
7280	Head Rest Middle [M]	
7280	Head Rest Ri. Re. [RH]	
74215	Guide/Release, Headrest Le. Fr. [LV]	
74215	Guide/Release, Headrest Ri. Fr. [RV]	
74215	Guide/Release, Headrest Le. Re. [LH]	
74215	Guide/Release, Headrest Middle [M]	
74215	Guide/Release, Headrest Ri. Re. [RH]	
72634	Cover, Locking/Unl'g, Backrest Rear Seat Left [L]	
72634	Cover, Locking/Unl'g, Backrest Rear Seat Right [R]	
70572	**A-Post, Upper Trim Right [R]**	
70571	A-Post, Lower Trim Right [R]	
70671	B-Post Trim, Upper Right [R]	
70672	B-Post Trim, Lower Right [R]	
70681	C-Post; Trim, Upper Right [R]	

19082	Coolant Label
28204	Spark Ignition Label
87104	Air Codition Label
5055	**Front Fender Left [L]**
6310	Front Bumper
5751	Front Door Left [L]
5751	Front Door Le. In. [LI]
6805	Sill-/Scuff Plate, Front Door Left [L]
7059	Door Trim Panel, Front Left [L]
94381	Reflector, Front Door Inner Left [L]
5717	Lock, Front Door Left [L]
6621	Trim Strip,Impact Protection, Front Door Left [L]
6440	Front Door, Crank Window Left [L] (Glass)
6445	Guide/Seal, Front Cranked Window Left [L]
6663	Trim Frame/Rubber, Front Cranked Window Left [L]
64481	Cranked Window Seal, Front Door, Outer Left [L]
6679	Housing, Exterior Mirror Left [L]
6678	Mirror Glass Left [L]
66946	B-Post Trim, Outer Left [L]
5851	Rear Door Left [L]
6641	Rear Door Le.In [L]
7073	Door Trim Panel, Rear Left [L]
5851	Trim Strip, Impact Protection, Rear Door Left [L]
58515	Child Safety Lock, Rear Door Left [L]
58171	Child Safety Label Left [L]
6460	Rear Door, Crank Window Left [L] (Glass)
64571	Crank, Front Window Left [L]
64572	Crank, Rear Window Left [L]
64681	Cranked Window Seal, Rear Door, Outer Left [L]
6665	Trim Frame/Seal, Rear Cranked Window Left [L]
5355	Side-/Quarter Panel Left [L]
5355	Side-/Quarter Panel Le. In. [LI]
5103	**Roof**
6687	Roof Rail(s) Left [L]
6687	Roof Rail(s) Right [R]
6119	Soft Top/Canopy Locking Mech. Le. Fr. [LV]
6119	Soft Top/Canopy Locking Mech. Le. Re. [LH]
6128	Fabric/Material, Soft Top/Canopy
5522	**Front Hood/Bonnet Outer [A]**
66041	Intake Grill, Front
63302	Rubber Strip, Impact Strip Front Bumper
5559	**Decklid/Tailgate Outer [A]**
5559	Decklid/Tailgate Inside [I]
5570	Seal, Sideboard/Droplid, Rear
70391	Cover, Lock Mounting Plate/Trunk Sill Rear [H]
2712	Battery Cover/-Lid Rear [H]
5552	Central Locking, Boot Lid/Hatchback
91161	CD-Player Cover
9429	License-/ID-Plate/ Lights
4440	Tires Le. Fr. [LV]
4440	Tires Le. Re. [LH]
4409	Lockable Wheel Lugs Le. Fr. [LV]
4409	Lockable Wheel Lugs Le. Re. [LH]
4412	Alloy Wheel (Aluminium) Le. Fr. [LV]
4412	Alloy Wheel (Aluminium) Le. Re. [LH]
2634	Tail Pipes Left [L]
90505	Signal Horn, Alarm System
66506	Certification/Label, Engine Compartm't
5055	**Front Fender Right [R]**
6350	Rear Bumper
5751	Front Door Right [R]
5751	Front Door Ri. In. [RI]
6805	Sill-/Scuff Plate, Front Door Right [R]
7059	Door Trim Panel, Front Right [R]
94381	Reflector, Front Door Inner Right [R]
5717	Lock, Front Door Right [R]
6621	Trim Strip,Impact Protection, Front Door Right [R]
6440	Front Door, Crank Window Right [R] (Glass)
6445	Guide/Seal, Front Cranked Window Right [R]
6663	Trim Frame/Rubber, Front Cranked Window Right [R]
64481	Cranked Window Seal, Front Door, Outer Right [R]
6679	Housing, Exterior Mirror Right [R]
6678	Mirror Glass Right [R]
66946	B-Post Trim, Outer Right [R]
5851	Rear Door Right [R]
5851	Rear Door Ri. In. [RI]
7073	Door Trim Panel, Rear Right [R]
6641	Trim Strip, Impact Protection, Rear Door Right [R]
58515	Child Safety Lock, Rear Door Right [R]
58171	Child Safety Label Right [R]
6460	Rear Door, Crank Window Right [R] (Glass)
64571	Crank, Front Window Right [R]
64572	Crank, Rear Window Right [R]
64681	Cranked Window Seal, Rear Door, Outer Right [R]
6665	Trim Frame/Seal, Rear Cranked Window Right [R]
5355	**Side-/Quarter Panel Right [R]**
5355	Side-/Quarter Panel Ri. In. [RI]
5537	Fuel Flap Ri. In. [RI]
5537	Fuel Flap Right [R]
2005	Closure Cap, Fuel Tank Inlet Right [R]
6119	Soft Top/Canopy Locking Mech. Ri. Fr. [RV]
6119	Soft Top/Canopy Locking Mech. Ri. Re. [RH]
6412	Windscreen
5522	Front Hood/Bonnet Inside [I]
6607	Brand-/Product Emblem, Front
55225	Stop, Rubber Buffer, Front Hood/-Bonnet
7006	Floor Mat, Luggage Compartment
44401	Sparewheel
6894	Tool Kit/Tool Set (On-board)
53006	Option Data Label
68923	First Aid Kit Label
9640	Illumination, Boot-/Luggage Compartment
68154	Operating Manual/Owner's Manual
9254	Hose, Windscreen Washer System Rear [H]
4440	Tires Ri. Fr. [RV]
4440	Tires Ri. Re. [RH]
4409	Lockable Wheel Lugs Ri. Fr. [RV]
4409	Lockable Wheel Lugs Ri. Re. [RH]
4412	Alloy Wheel (Aluminium) Ri. Fr. [RV]
4412	Alloy Wheel (Aluminium) Ri. Re. [RH]
2634	Tail Pipes Right [R]

Comments:



Stop Order/Action #

Date:
Signature:

Stop Order/Action #

Date:
Signature:

Volkswagen of America, Inc.

Vehicle Inspection Report

Date: **March 9, 2004**
To: **File**
From: **Michael Zazula**
Subject: [redacted] **RK Inspection**

The vehicle listed below was inspected on March 2, 2004, at:

[redacted]

Alpharetta GA

Vehicle located inside the garage of the above location.

Vehicle Data: 2002 Volkswagen Passat 1.8T GLS Black Exterior

VIN #: WVWPD63B42P[redacted]

Owner Data:
[redacted]

Note:
The vehicle was inside the garage, which is part of the house. The house sustained damage in this incident.

Exterior:

- Extensive fire damage to the entire vehicle.
- All of the tires have been consumed, exposing the steel cords/belts.
- The outer hood skin has separated from the inner support.

Engine Compartment:

- Damage to the entire engine area. Many ancillary components have been damaged and or consumed by the fire.
- The fuel clamps remain on the fuel line.

Interior:

- The fire has consumed the interior.
- The steel seat frames remain.

Trunk:

- The trunk and it's contents have been consumed.

Customer Comments:

- Customer states that on the morning of 02.15.04, she ran some local errands in her Passat. (No running problem reported, weather damp/cold)
- She arrived home around noon, her daughter called her to pick her up. This was approximately 30 mins. After she returned home from running her errands.
- She got into the Passat backed out of the driveway and into the court/circle; noticed vehicle was running "rough"; ***MIL on, first time noticed.*** Proceeded approximately 2 blocks to the stop sign.
- Makes a K-turn and proceeds back home due to rough running condition, does not want to "break-down" on the road.
- ***Parks Passat in driveway*** picks up daughter with her husband's pickup truck.
- Approximately 3pm, she clears out the garage to make room for the vehicle. *Has never parked vehicle in the garage.* ***Pulls Passat into the garage,*** from the driveway, believes the engine may be "wet" wants to dry it out inside the garage. Does not notice if it is running rough, MIL is on; Ms [redacted] proceeds into the house after turning the vehicle off.
- Approximately 6pm, she and her husband who has since returned from work, enter the garage. Mr. [redacted] checks the oil level, which appears normal, in his opinion, starts the vehicle in the garage, and starts "revving" up the engine. Ms. [redacted] stated, " the engine sounded like it was running rough while the husband was revving it up". Ms. [redacted] states **MIL on**, vehicle was not driven or moved during this time. Mr. [redacted] remarked to Ms. [redacted] "call the dealer tomorrow and have it towed in". Vehicle was turned off, they both entered into the house. **Vehicle in garage overnight.**
- End of Sunday 02.15.04 events.
- Monday 02.16.04
- Ms. [redacted] calls Volkswagen roadside assistance to pickup her vehicle. 8:30 am. They inform her it will be about approximately 1 to 1 ½ hours before they arrive at the house.
- Approximately 9:45 am roadside assistance calls for specific directions, at this time Ms. [redacted] states " ***I went into the garage, opened the garage door,(behind the Passat, 2 car garage) then I started the Passat, I didn't know what way the tow truck was going to tow it so I started up and went back inside the house".*** (She does not remember if MIL was on; the vehicle was running un-attended, inside the garage.)
- "5 Minutes later the smoke alarm in the house started going off, I ran upstairs to see if my daughter was alright, she was fine, ran through the house, but could not smell/see anything. I then proceeded to the garage, through the house. When I opened the door to the garage, I could see smoke coming from the hood line where the fenders meet the hood."
- "I opened the drivers door, turned the key off, (does not know if the engine was still running at this time) which I realized later when I found the key in my back pocket and opened the hood release, I went to the front of the car and opened the hood. It was like a barbeque on top of the engine, flames were shooting up from the top of the engine. I dropped the hood. I

opened the other garage door at this time to get the smoke out of the garage. I ran out of the garage and back into the house through the front door, I got my daughter out and called the fire department. The tow truck driver arrives at some point during this time." (This incident took place in 5 minutes as described by Ms. [redacted])

- At this point the house is involved, fire department arrives and extinguished the fire.

Conclusions:

- The fire incident appears to have originated in the engine compartment.
- It does not appear to be a "fuel-fed" fire.
- The fire incident resulted in damage to the house.
- I hold these opinions to a reasonable degree of engineering certainty.

Michael Zazula
Product Liaison Engineer
Volkswagen of America, Inc.

BUTRUS KHOSHBIN WILSON VOGT, LLP
ATTORNEYS & COUNSELORS

PARK CREEK PLACE
3625 NORTH HALL STREET, SUITE 740
DALLAS, TEXAS 75219

TELEPHONE (214) 219-1170 • FACSIMILE (214) 219-1173

SHAIN KHOSHBIN
DIRECT DIAL (214) 219-1161
DIRECT E-MAIL: skhoshbin@bkwlaw.com

CHARLOTTE OFFICE
11520 N. Community House Road
Charlotte, NC 28277

April 15, 2005

This letter is sent as part of compromise/settlement negotiations, as well as an offer to compromise/settle. Pursuant to the applicable rules of evidence, all portions are inadmissible as evidence.

VIA FACSIMILE: 201-894-5498
& VIA CM/RRR # 7004 2890 0001 6458 5058

Carole Guastelle
VW Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

RE: Fire Caused By 2002 VW Passat [VIN: WVWPD63B42P[redacted]]
At The [redacted] Home On February 16, 2004

BKWV File: 11879

Ms. Guastelle:

I have enjoyed our conversations, and look forward to continuing to work with you to efficiently and amicably resolve this claim. In that regard, per your request, I send you the following letter and damages documentation.

I. INTRODUCTION

Butrus Khoshbin Wilson Vogt, LLP has been retained to recover the damages incurred as the result of the fire at [redacted] home located at [redacted] in Alpharetta, Georgia, on or about February 16, 2004 ("fire" or "loss"). As you know, the Richards' defective 2002 Volkswagen Passat ("vehicle") caused the fire; and the fire caused extensive damage to the [redacted] home and personal property.

II. PURPOSE OF THIS LETTER

Via certified mail, we are sending you the [redacted] Settlement Brochure for your review. It includes documentation of the damages incurred as a result of the fire caused by the VW vehicle, as well as the Forsyth County Fire Department Report regarding the fire.

Once again, I send this letter in a good faith attempt to amicably resolve this claim without the need for pursuing formal litigation against VW. In my experience, I have found that reputable manufacturers, as well as seasoned attorneys, risk/claims managers, adjusters, and businesspeople alike, usually prefer to approach/resolve such disputes in a reasoned and business-like manner before suit, rather than compound the situation with court proceedings, attorneys' fees and litigation costs.

III. SUMMARY OF FACTS

As you know, the [redacted] basically new - though defective - VW Passat caused this fire. More specifically, while driving the vehicle on Sunday, February 15, 2004, Mrs. [redacted] noticed it had reduced power. When Mrs. [redacted] tried to drive the vehicle later in the day to pick-up her daughter, she noticed it still was running poorly, had rough idling, and the "check engine" light was illuminated. Therefore, she turned around, parked the vehicle in the garage, and picked-up her daughter with Mr. [redacted]s truck. That evening, Mr. [redacted] checked the vehicle's oil level [which was normal] and "revved" the engine. According to Mr. [redacted], the vehicle was "running rough." He advised Mrs. [redacted] to make arrangements to have the car serviced the following day.

On Monday, February 16th, the [redacted] called VW roadside assistance to have the vehicle towed into the repair shop. A representative of VW roadside assistance called to say he was approximately two (2) hours from the [redacted] residence, and would call when he was closer. He called again when he was 10 minutes from the house. Unsure if the vehicle would be towed from the front or back, Mrs [redacted] started the vehicle for the VW roadside assistance representative, and went inside the house.

A short time later, Mrs. [redacted] heard the smoke detectors go off. Upon hearing the detectors, Mrs. [redacted] ran upstairs to make sure her daughter was alright, then ran through the upstairs of the house – but did not see or smell any fire/smoke. When she went back downstairs, Mrs. [redacted] viewed smoke in the kitchen, which is located immediately off the garage. When Mrs. [redacted] entered the garage, there was smoke and flame coming from under the hood of the vehicle. She immediately turned the car off and removed the key from the ignition. When she opened the hood, Mrs. [redacted] described it as like "a barbeque on the top of the engine, flames were shooting up from the top of the engine." Mrs. [redacted] then dropped the hood down, got her daughter, and called "911."

According to experts at the inspection, as well as the Vehicle Inspection Report by Michael Zazula [VW Product Liaison Engineer], the fire originated in the vehicle's engine compartment. Moreover, the [redacted] statements about the vehicle are consistent with the defect described in VW recall information concerning defective ignition coils.

IV. AMICABLE RESOLUTION

As requested in your earlier correspondence, we are submitting to you documentation of the damages incurred as a result of the fire caused by the VW vehicle. Furthermore, we respectfully request that VW pay the damages suffered as a result of this fire. Therefore, at this time and solely for the purposes of this settlement letter, we request that VW pay $359,007.49. This demand does not include any amounts paid by the [redacted] auto insurer, GEICO, for payments relating to the vehicles. In exchange for this payment, the [redacted] and their subrogating homeowners' insurer, Central Mutual Insurance Company, will release VW from all their claims arising from the fire. If not amicably resolved, additional costs, expenses and interest may be sought as part of formal litigation.

V. CONCLUSION

We look forward to attempting to resolve this matter amicably. Nonetheless, if we do not hear from you within fifteen (15) calendar days of the date of this letter, we will have to assume VW has rejected this offer and do not wish to pursue any amiable resolution, which would be unfortunate. I look forward to hearing from you soon.

Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/dar
Enclosures

RECEIVED
APR 18 2005

BUTRUS KHOSHBIN WILSON VOGT, LLP
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Sincerely,

BUTRUS KHOSHBIN WILSON VOGT, LLP

S. A. KHOSHBIN

SAK/dar
Enclosures

SWORN STATEMENT IN PROOF OF LOSS
(AUTOMOBILE)

POLICY NUMBER [redacted] CLAIM NUMBER [redacted]

To The Government Employees Ins COMPANY OF WASHINGTON, D.C. Co. Code 12

By your policy of insurance above described, you insure FCC Code 02 Exam Code DF17

NAME OF INSURED [redacted]

(Hereinafter called in[illegible]nd conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

AUTO MAKE	YEAR	MODEL	IDENTIFICATION/S[redacted]
Volkswagen	2002	Passat	WVWPD63B42P[redacted]

DATE OF LOSS A Loss occurred on the 16th day of Feb 19 2004 about the hour of _____ o'clock____M., which loss upon the best knowledge and belief of Insured was caused by fire

CAUSE _____

OWNERSHIP At the time of loss, Insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile, except as follows:

ENCUMBRANCE _____

OTHER INSURANCE There are no other insurance policies, binders or agreements to insure covering this loss, except as follows:____

VALUE THE ACTUAL CASH VALUE of the above described automobile at the time of loss was..... $ 19,261.00

WHOLE LOSS THE ACTUAL LOSS AND DAMAGE to above described automobile as a result of said loss was.... $ 20,626.21

DEDUCTIBLE THE AMOUNT DEDUCTIBLE as provided in the policy is..... $ 250.00

AMOUNT CLAIMED INSURED HEREBY CLAIMS OF THIS COMPANY and will accept from this Company in full release and satisfaction in compromise settlement of all claims under this policy the sum of..... $ 20,376.21

SUBROGATION The Insured hereby covenants that no release has been or will be given to or settlement of compromise made with any third party who may be liable in damages to the Insured and the Insured in consideration of the payment made under this policy hereby assigns and subrogates to the said Company all rights and causes of action he may have because of this loss, to the extent of payments made hereunder to him, and the Insured hereby authorizes the Company to prosecute any claim or suit, in its name of the name of the Insured, against any person or organization legally responsible for the loss. The Insured further pledges his full cooperation and assistance to the Company in prosecuting any law suit instituted to recover sums of money paid hereunder.

STATEMENTS OF INSURED The said loss did not originate by any act, design or procurement on the part of the Insured or this affiant; nothing has been done by or with the privity or consent of Insured or this affiant, to violate the conditions of this policy, or render it void; all articles mentioned herein or in the schedule annexed hereto belong to said automobile and were in possession of the Insured at the time of said loss; no property saved has been in any manner concealed; no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said Company should be advised of. Any other information that may be required will be furnished on demand and considered a part of this proof.

I certify that coverage for this loss was in effect on date of occurrence. Based on this representation and in the event that the vehicle is a total loss. I hereby authorize_____ Co. to remove and dispose of the described vehicle.

AUTHORIZATION TO PAY I hereby direct that payment be made directly to _____

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

FAITH R. WOFFORD NOTARY PUBLIC EXPIRES GEORGIA JUNE 8, 2007 FORSYTH COUNTY

State of_____

County of_____ Insur[redacted]

Subscribed and sworn to before me this 10th day of March 2004 Faith R Wofford
Notary Public

CERTIFICATE OF SATISFACTION I/we have examined the above described automobile and certify that such car has been satisfactorily repaired and that all the work done and charged for in connection with this claim was rendered necessary by damage resulting to the automobile from the above indicated accident.

_____ Insured

_____ Witness

_____ Insured

Date_____

C-5-A (2-94) MEMBER NATIONAL INSURANCE CRIME BUREAU

Settlement Tracking

Complete this form when file is closed. Date valued: 02/18/2004
Date of loss: 02/16/2004

SEND TO: CCC INFORMATION SERVICES INC.
ATTN: SETTLEMENT TRACKING
100 S. MAIN ST.
SIOUX FALLS, SD 57104
FAX: 1-800-621-7070

Settlement Data

Request number: [redacted]
Insured:
Claim reference:

User id: 20950 Code: GE
Vehicle: 2002 VW PASSAT GLS
Adjuster: C76003
Settl Adj: _____

	CCC Values		Settlement Values	
Base Valuation:	19260.00		_____	
Additional Considerations:		(+)	_____	
Prior Damage:		(-)	_____	
Non-Factory Options:		(+)	_____	
Other Pre-Tax Adjustments:		(+/-)	_____	
Subtotal (ACV):	19260.00	+		
7.00% Tax:	1348.20	+	_____	_____ %
Deductible:		(-)	_____	
Other Post-Tax Adjustments:		(+/-)	_____	
Owner Retained Salvage:		(-)	_____	
Adjusted CCC Amount:	20608.20	+		
Final Settlement Amount:			_____	

Settlement date: __/__/____ (mm/dd/yyyy)
Insured report date: __/__/____ (mm/dd/yyyy)

Claim Representative Settlement Notes:

02/20/2004 at 09:13 AM
62910

[redacted]

GEICO
GEICO ATLANTA
FOR FREE PRICE QUOTE CALL 1-800-841-3000
PO BOX 523

ALPHARETTA, GA 30009-0523
(770)480-7934 Fax: (770)475-7284

ESTIMATE OF RECORD

Written By: VINCE VLASZ 02/19/2004 11:03 PM
Adjuster: D699 EXT: 1621 FCC: (770)480-7934

Insured: [redacted]
Owner: [redacted]
Address: [redacted]
ALPHARETTA, GA [redacted]
Evening: [redacted]
Business: [redacted]

Claim # [redacted]
Policy # [redacted]
Date of Loss: 02/16/2004 at 12:00 AM
Type of Loss: Comprehensive
Point of Impact: 22. Total Burn

Inspect Location: [redacted] ALPHARETTA, GA [redacted]
Evening: [redacted] HOME

Repair Facility: NONE
99 Days to Repair
License #

2002 VW PASSAT GLS 4-1.8L-T 4D SED BLACK
VIN: WVWPD63B42P[redacted] **Lic:** [redacted] GA **Prod Date:** **Odometer:** UNK

Air Conditioning	Rear Defogger	Tilt Wheel
Cruise Control	Telescopic Wheel	Intermittent Wipers
Keyless Entry	Theft Deterrent/Alarm	Body Side Moldings
Dual Mirrors	Traction Control	Fog Lamps
Clear Coat Paint	Power Steering	Power Brakes
Power Windows	Power Locks	Power Mirrors
Anti-Lock Brakes (4)	Driver Air Bag	Passenger Air Bag
Front Side Impact Air Bag	4 Wheel Disc Brakes	Cloth Seats
Bucket Seats	Automatic Transmission	

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#		TOTAL ENGINE COMPARTMENT BURN	1			
2#		ENTIRE VEHICLE BURNED COULD NOT OBTAIN	1			
3#		VIN #. COULD NOT TOUCH VEHICLE DUE TO	1			
4#		HOME OWNERS INSURANCE CO. INVESTIGATION	1			
		Subtotals ==>		0.00	0.0	0.0

02/20/2004 at 09:13 AM
62910

[redacted]

ESTIMATE OF RECORD

2002 VW PASSAT GLS 4-1.8L-T 4D SED BLACK

Estimate Notes:
PC-7
CC-13
DM-70
DI-N/A
LKQ-NOT NEEDED
AM-NOT NEEDED

UNRELATED DAMAGES-UNKNOWN

Parts		0.00
TOTAL COST OF REPAIRS	$	0.00
ADJUSTMENTS:		
Deductible		250.00
TOTAL ADJUSTMENTS	$	250.00
NET COST OF REPAIRS	$	-250.00

IF YOU ARE INSURED WITH GEICO OR ONE OF ITS AFFILIATED COMPANIES, WE RECOGNIZE YOU MAY BE ENTITLED TO COMPENSATION FOR DIMINISHED VALUE IN CONNECTION WITH THIS CLAIM AS A RESULT OF A RECENT GEORGIA SUPREME COURT DECISION

NO SUPPLEMENT WILL BE HONORED UNLESS AUTHORIZED BY GEICO

THIS ESTIMATE IS NOT AN AUTHORIZATION BY GEICO DIRECT

NOTICE: NEW HIGH STEELS MAY REQURIE THE USE OF A MIG WELDER FOR PROPER REPAIRS. NEW DESIGN REQUIRE MEASUREMENT TO PROPERLY ALIGN THE VEHICLE. MAKE SURE YOUR SHOP HAS THE RIGHT EQUIPEMENT TO REPAIR YOUR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide ERA9255 Database Date 1/2004 and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recon. Recored parts are described as Recore. NAGS Part Numbers and Prices are provided from National Auto Glass Specifications, Inc. Pound sign (#) items indicate manual entries.

Pathways - A product of CCC Information Services Inc.

02/20/2004 at 09:13 AM **CLAIM SUMMARY** [redacted]

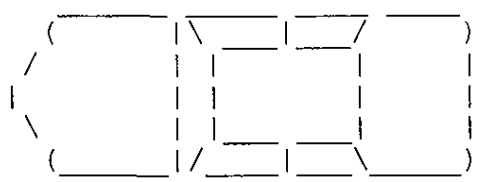
Adjuster: D699 EXT: 1621 FCC: 02,
Appraiser: VLASZ, VINCE

Claim #: [redacted]
Policy #: [redacted]

Insured: [redacted]
Owner:
Address:
ALPHARETTA, GA [redacted]

Loss Type: Comprehensive
Evening: [redacted]
Business:

Vehicle: 2002 VW PASSAT GLS 4-1.8L-T 4D SED
VIN: WVWPD63B42P[redacted] **Odometer:** UNK **Color:** BLACK **License:** [redacted]
Driveable: NO **Primary Impact Point:** 22. Total Burn



Place of Inspection:
[redacted]
ALPHARETTA, GA [redacted]

ESTIMATE TO REPAIR		TOTAL LOSS VALUATION	
Estimate	$ 0.00	**Vehicle Valuation**	$ 17,521.00
Pre-Tax Subtotal	$ 0.00	**Pre-Tax Subtotal**	$ 17,521.00
Tax	0.00	Tax	1,226.47
After-Tax Subtotal	$ 0.00	**After-Tax Subtotal**	$ 18,747.47
Betterment	0.00		
Deductible	250.00	Deductible	250.00
Appearance Allowance	0.00		
0% Negligence	0.00	0% Negligence	0.00
Calculated Net Loss	$ -250.00	**Calculated Net Loss**	$ 18,497.47
LKQ Parts Not Included		**Valuation Request #** 32079997	
Qual Repl Parts Not Included			

SETTLEMENT

Settlement Type: TOTAL LOSS
Negotiated Settlement: $-250.00 on with
Settlement Outstanding: $-250.00

COMMENTS

EVENTS

02/16/2004		Loss occurred
02/16/2004		Loss reported
02/17/2004	12:00 AM	Date Assigned = 02/17/2004.
02/17/2004	09:01 AM	Assignment Retrieved.
02/17/2004	09:01 AM	Vehicle Workfile was created.
02/17/2004	09:01 AM	Recycled Part data files added to the workfile.
02/17/2004	09:01 AM	Recycled Part request error: NO RECYCLED PARTS AVAILABLE.
02/18/2004	04:59 PM	First preliminary estimate line written.
02/18/2004	05:00 PM	Date Vehicle Owner Contacted on Collision Estimat
02/18/2004	05:01 PM	Vehicle valuation request submitted.

CLAIM PAYMENT SCREEN REVERSE

CLAIM #	LOSS	ADJR	TIME	FCC	IRS_FIELD	ISSUED
[redacted]	02 16 04	D699	11592928	02		03 30 04

CHECK_#	TYP	ID	CO	CHECK_AMT	FEAT	C	S	AMT	EXP	FEAT	C	S	AMT	EXP
)69780781	A	LP	13	300.12	01PFI		N	300.12						

CLAIMANT

[redacted]

USER ID [redacted]

_AG_ _ONP_ _TYPE_

IN_PAYMENT_OF

COMPREHENSIVE COVERAGE
T/L EQUITY PYMT M30
DE17/UPS

?AY_TO [redacted]

[redacted]

ALPHARETTA, GA [redacted]

ENCLOSURE L

P=POLICE REP F=FORM LETTER
C=CORRESPOND L=PROOF/LOSS
M=MISC. I=INVOICES
R=RELEASES
VECTORING TRAN: CLIQ
KEY: 0084236730101069 01PFI

CLAIM PAYMENT SCREEN REVERSE

CLAIM_#	LOSS	ADJR	TIME	FCC	IRS_FIELD	ISSUED
[redacted]	02 16 04	D699	09143751	02		03 16 04

CHECK_#	TYP	ID	CO	CHECK_AMT	FEAT	C	S	AMT	EXP	FEAT	C	S	AMT	EXP
69597223	A	LP	13	20076.08	01PFI		N	20076.08						

[redacted]

USER_ID [redacted]

_____ _AG_ _ONP_ _TYPE_

'AY_TO VCI ACCOUNT SERVICES LLC

IAIL_TO VCI ACCOUNT SERVICES LLC
.401 FRANKLIN BLVD
,IBERTYVILLE,IL 60048

_____IN_PAYMENT_OF _____
COMPREHENSIVE COVERAGE
T/L PAYMENT R29
ACCT# 825 054 353
DE17/UPS

_____ENCLOSURE L _____
P=POLICE REP F=FORM LETTER
C=CORRESPOND L=PROOF/LOSS
M=MISC. I=INVOICES
R=RELEASES
VECTORING TRAN: CLIQ
KEY: 0084236730101069 01PFI

Case 040092572

Customer [redacted]
Program: Customer Relations
Status: 03/31/2004 Closed
Source: Phone
Assigned: Carol Guastelle (GUASTEC)

Vehicle: 2002 Volkswagen Passat
WVWPD63B42P[redacted]
Production Date: 3/13/2002
Odometer: Miles
Wty Start Date: 04/13/2002
Dealer: Jim Ellis Motors, Inc. (407228)

Reasons

CATEGORY / TYPE / REASON	PART DESCRIPTION	ASST REQUEST	RESOLUTION
Safety / Vehicle / Vehicle Fire	ENGINE BLOCK	Not Applicable	Not Applicable

Contacts

03/31/2004 01:09:00 GUASTEC Note To Other - NOTE TO FILE

vehicle and house inspected on 3/2/04 by M. Zazula, PLEC. veh lease paid off (by ins co?) on 3/17/2004. closing CR file pending further contact from atty and/or insurance companies.

02/27/2004 10:43:57 GUASTEC Note To Other - NOTE TO FILE

spoke to atty on 2/26 - veh serviced at Pep Boys. advised atty we will attend inspection on 3/2 (M. Zazula,PLEC)

02/26/2004 11:03:09 MILADIN Assigned To Other - GUASTEC

02/26/2004 11:02:49 MILADIN Note To User -

Carol will take over the case and contact the attorney.

02/26/2004 11:01:25 MILADIN Call To Dealership Personnel - Rodney @ Jim Ellis Volkswagen, Inc. (407218)

RC advised to respond to the attorney advising VWoA is now involved and VW will be in touch with them. General Manager states he will respond to the attorney.

02/26/2004 11:01:08 MILADIN FAX To Product Liason - Carol G.

Faxed the letter to Carol for review.

02/26/2004 11:00:43 MILADIN FAX From Dealership Personnel - Rodney-GM @ Jim Ellis Volkswagen, Inc. (40

GM faxed the letter to RC for review.

02/26/2004 10:59:42 MILADIN Call To Product Liason - Carol G.

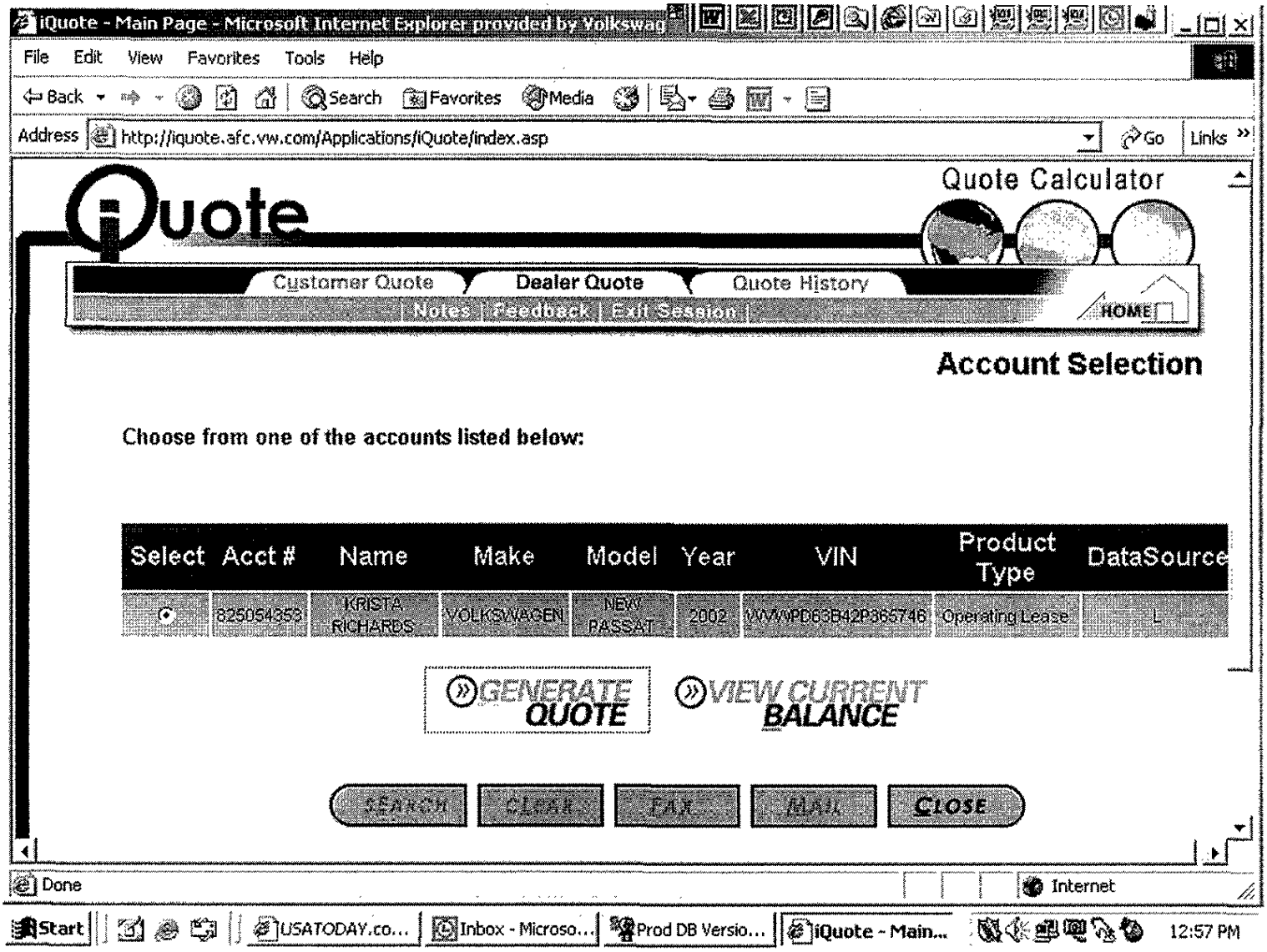
Carol states to fax the letter to her, advise the dealer to respond to the attorney stating VWoA is now involved, Carol will contact the attorney herself, we cannot obtain a fire report due to attorney being involved.

02/26/2004 10:56:14 MILADIN Call To Dealership Personnel - Rodney Woods-GM @ Jim Ellis Volkswagen, Inc

General Manager states they received a letter, he will fax it over, seeking to know what to do. RC advised I will contact PLE and call him back.

02/26/2004 09:47:03 MILADIN Call From FOM/QTM - Joey Heard

QTM called yesterday states (QTM did not have any info to open a case), customer's attorney sent a letter to dealer advising vehilce caught on fire and it caused damaged to the house, states to contact Rodney Woods-GM at 407/218.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VW Credit Inc.

View Curren

The current balance represents only your remaining lease payments. This balance does not included any assessments, additional excess wear and tear, excess mileage penalties, charges pending final inspection, or taxes that may be due at the time of turn in.

ACCOUNT INFORMATION

Account #: [redacted]
Type: Operating Lease
VIN #: WVWPD63B42P[redacted]
MAKE: VOLKSWAGEN
MODEL: NEW PASSAT
SSN: [redacted]

Name: [redacted]
ALPHARETTA,
Garage State: GA

CURRENT BALANCE

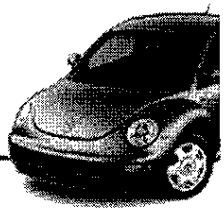
This is NOT a payoff quote.

Current Balance: $8,424.48

Account Details

Lease Term	**48**
Original Maturity Date	**13 Apr 2006**
Base Monthly Payment	**$351.02**
Remaining Payments	**24**
Next Payment Date	**13 Apr 2004**
Refundable Security Deposit	**$0.00**
Last Payment Received	**$20,076.08**
Last Payment Date	**17 Mar 2004**
Current Balance	**$8,424.48**

SEARCH | CLEAR | FAX | MAIL | CLOSE



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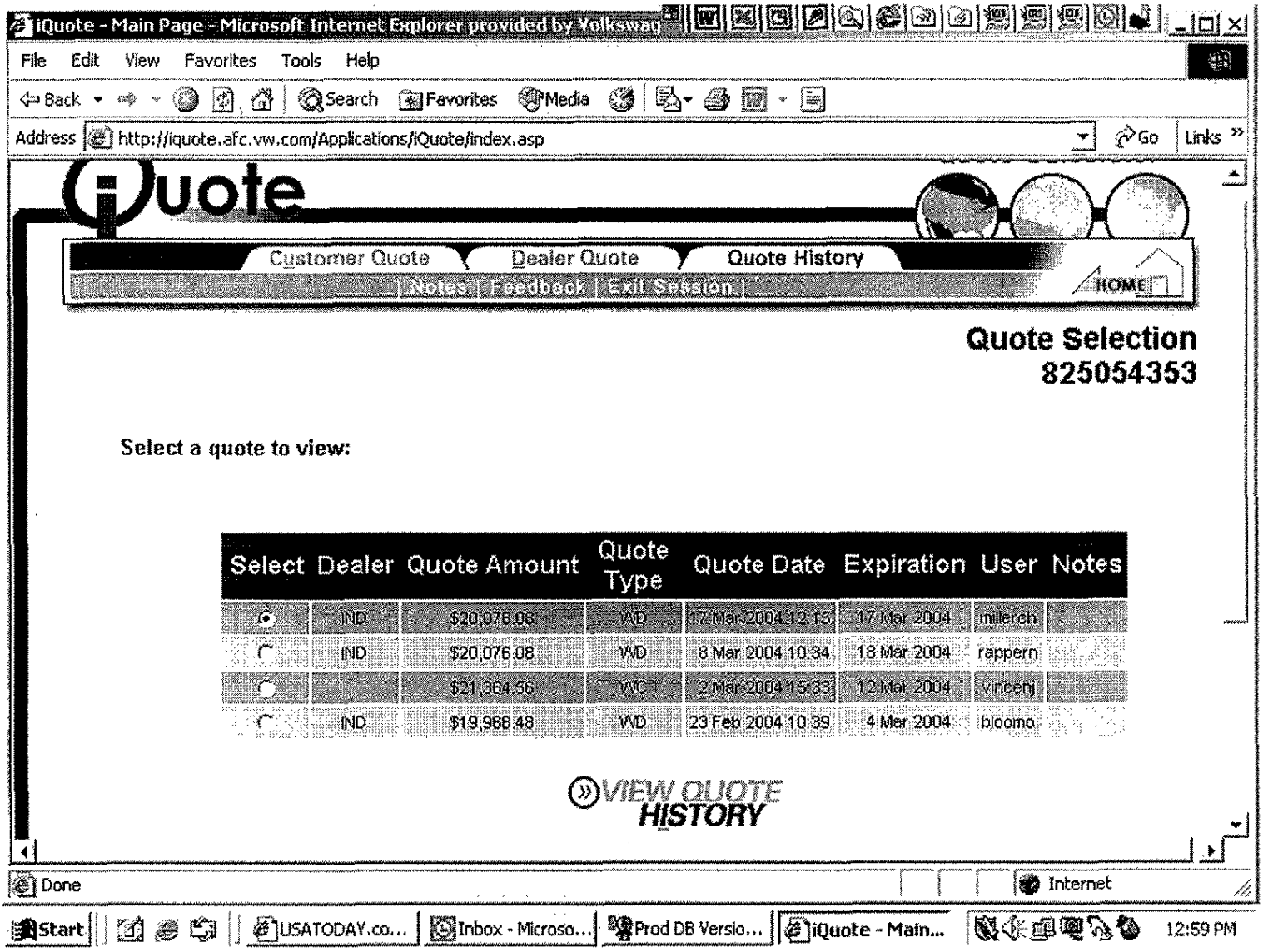
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$21,364.56 WC 2 Mar 2004 15:33 12 Mar 2004 vincenj
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Customer Quote | Dealer Quote | Quote History

Notes | Feedback | Exit Session

VW Credit Inc.

View Quot

ACCOUNT INFORMATION

Account #: [redacted]
Type: Operating Lease
VIN #: WVWPD63B42P[redacted]
MAKE: VOLKSWAGEN
MODEL: NEW PASSAT
SSN: [redacted]

Name: [redacted]
ALPHARETTA,
Garage State: GA

QUOTE INFORMATION

Quote Amount: $20,076.08
Expiration Date: 17 Mar 2004
Quote Date: 17 Mar 2004 12:15

This is a past quote. New quotes may differ.

Quote Details

Residual Value (Purchase Option Amount)	$13,440.00
Purchase Option Fee	$0.00
Late charges and Assessments (Other Amounts Due)	$0.00
Taxes (and Official Fees)	$24.57
Current Balance (Scheduled Payments not yet due)	$8,775.50
Rebate Unearned Rent Charge	{$2,163.99}

Account Details

Lease Term	48
Original Maturity Date	13 Apr 2006
Base Monthly Payment	$351.02
Remaining Payments	24
Next Payment Date	13 Apr 2004
Refundable Security Deposit	$0.00
Last Payment Received	$20,076.08
Last Payment Date	17 Mar 2004
Current Balance	$8,424.48
Taxable Amount	

SEARCH | CLEAR | FAX | MAIL | CLOSE

VOLKSWAGEN of America, Inc

Effective: 1/12/2004

Employee Order Guide & Pricing — 2004 Passat Sedan

MODELS

Trim Level	Engine	Transmission	Model Code	Retail	Purchase Price	Lease Rate
GL	1.8T 170 HP	5-speed manual	3B36K1	$21,780	$17,794	$326.70
	1.8T 170 HP	5-speed automatic Tiptronic	3B36K5	$22,855	$18,768	$342.83
	2.0L TDI TBD HP	5-speed automatic Tiptronic [4] *(SOP 07/04)*	3B3655	$23,060	$18,936	$345.90
GLS	1.8T 170 HP	5-speed manual	3B34K1	$23,380	$19,102	$350.70
	1.8T 170 HP	5-speed automatic Tiptronic	3B34K5	$24,455	$20,076	$366.83
	2.0L TDI TBD HP	5-speed automatic Tiptronic [4] *(SOP 07/04)*	3B3455	$24,660	$20,243	$369.90
	1.8T 170 HP	4MOTION 5-speed manual *(SOP 45/03)*	3B34K7	$25,130	$20,764	$376.95
	1.8T 170 HP	4MOTION automatic Tiptronic *(SOP 45/03)*	3B34K9	$26,205	$21,738	$393.08
GLX	2.8L 190 HP	5-speed manual [2]	3B35S1	$29,780	$24,330	$446.70
	2.8L 190 HP	5-speed automatic Tiptronic [2]	3B35S5	$30,855	$25,304	$462.83
	2.8L 190 HP	4MOTION automatic Tiptronic [2]	3B35S9	$32,605	$26,967	$489.08
W8	4.0L 270 HP	4MOTION automatic Tiptronic	3B38V9	$38,660	$31,913	$579.90
	4.0L 270 HP	4MOTION 6-speed manual [1]	3B38V8	$40,160	$33,044	$602.40
Emissions Charge *(California/NE Region [3] Dealers only)*				$150	$150	$2.25
Destination Charge *(subject to change, add to all orders)*				$575	$575	$8.63

1 - *Includes Sport Package (PJ9)*
2 - *As of week 26/03 OnStar® Telematics (9ZS) standard on all GLXs. GLXs ordered without 9ZS from weeks 22/03 - 25/03 will receive credit*
3 - *NE Region states include ME, VT, NH, MA, CT, RI, NY*
4 - *Not available to order in the following states - ME, VT, MA, NY, & CA*

OPTIONS

Trim Level	Option	Option Code	Retail	Purchase Price	Lease Rate
GL	***Cold Weather Package*** Includes heatable front seats and heated washer nozzles	WW1	$325	$259	$4.88
	Monsoon® Sound System	RMA	$325	$259	$4.88
	Electronic Stabilization Program (ESP)	1AT	$280	$223	$4.20
	Volkswagen Telematics by OnStar®	9ZS	$699	$558	$10.49
GLS	***Leather Package*** *(EOP 44/03)* Includes Cold Weather package, leather seating surfaces, multi-function steering wheel, shift knob, hand brake, and rear sunshade	PLE	$1,615	$1,289	$24.23
	Leather Package with Wood *(SOP 45/03)* Includes Cold Weather package, leather seating surfaces, multi-function steering wheel, hand brake, wooden shift knob, walnut door inserts, and rear sunshade	PLW	$1,915	$1,529	$28.73
	Cold Weather Package Includes heatable front seats and heated washer nozzles	WW1	$325	$259	$4.88
	Electronic Stabilization Program (ESP)	1AT	$280	$223	$4.20
	Volkswagen Telematics by OnStar®	9ZS	$699	$558	$10.49
GLX	***Volkswagen Telematics by OnStar®*** *(standard as of week 26/03)*	9ZS	n/c	n/c	n/c
	Volkswagen Telematics by OnStar® Delete *(SOP 22/03 EOP 25/03)*	9W0	($699)	($571)	-$10.49
W8	***Sport Package (available with 3B38V9 only)*** Includes 17" alloy wheels, all season tires, and sport suspension	PJ9	$1,500	$1,197	$22.50

Specification, equipment, options, and prices are subject to change without notice. Some items may be unavailable when vehicle is built. Prices exclude destination charges, registration, and retail delivery charges.

VOLKSWAGEN of America, Inc.

Effective: 1/12/2004

Order Guide & Pricing

2004 Passat Sedan

EOP 44/03 for all Interior and Exterior

Passat Sedan GL

		Velour		
Exterior Color	Code	Black	Gray	Beige
Mojave Beige	1W1W	GA		GC
Silverstone Gray	2A2A	GA	GB	
Fresco Green	3P3P	GA	GB	GC
Blue Silver	5A5A	GA	GB	
Indigo Blue	7D7D	GA	GB	GC
Reflex Silver	8E8E	GA	GB	
Black	A1A1	GA	GB	GC
Candy White	B4B4	GA	GB	GC
Blue Anthracite	F8F8	GA	GB	GC
Colorado Red	Q7Q7	GA	GB	GC

Passat Sedan GLS

		Velour			Leather		
Exterior Color	Code	Black	Gray	Beige	Black	Gray	Beige
Mojave Beige	1W1W	GA		GC	VA		VD
Silverstone Gray	2A2A	GA	GB		VA	VB	
Fresco Green	3P3P	GA	GB	GC	VA	VB	VD
Blue Silver	5A5A	GA	GB		VA	VB	
Indigo Blue	7D7D	GA	GB	GC	VA	VB	VD
Reflex Silver	8E8E	GA	GB		VA	VB	
Black	A1A1	GA	GB	GC	VA	VB	VD
Candy White	B4B4	GA	GB	GC	VA	VB	VD
Blue Anthracite	F8F8	GA	GB	GC	VA	VB	VD
Colorado Red	Q7Q7	GA	GB	GC	VA	VB	VD

Passat Sedan GLX

		Leather		
Exterior Color	Code	Black	Gray	Beige
Mojave Beige	1W1W	VA		VD
Silverstone Gray	2A2A	VA	VB	
Fresco Green	3P3P	VA	VB	VD
Blue Silver	5A5A	VA	VB	
Indigo Blue	7D7D	VA	VB	VD
Reflex Silver	8E8E	VA	VB	
Black	A1A1	VA	VB	VD
Candy White	B4B4	VA	VB	VD
Blue Anthracite	F8F8	VA	VB	VD
Colorado Red	Q7Q7	VA	VB	VD

Passat Sedan W8

		Leather		
Exterior Color	Code	Black	Gray	Beige
Mojave Beige	1W1W	VA		VD
Silverstone Gray	2A2A	VA	VB	
Pacific Blue	2Z2Z	VA	VB	VD
Fresco Green	3P3P	VA	VB	VD
Blue Silver	5A5A	VA	VB	
Indigo Blue	7D7D	VA	VB	VD
Reflex Silver	8E8E	VA	VB	
Blue Spirit	9A9A	VA	VB	VD
Black	A1A1	VA	VB	VD
Candy White	B4B4	VA	VB	VD
Colorado Red	Q7Q7	VA	VB	VD

VOLKSWAGEN of America, Inc.

Effective: 1/12/2004

Order Guide & Pricing

2004 Passat Sedan

SOP 45/03 for all Interior and Exterior

Passat Sedan GL

		Velour			Leatherette		
Exterior Color	Code	Anthracite	Gray	Beige	Anthracite	Gray	Beige
Silverstone Gray	2A2A	GT	GU		BH	BK	
Northern Green	4M4M	GT	GU	GV	BH	BK	BL
Blue Silver	5A5A	GT	GU		BH	BK	
Reflex Silver	8E8E	GT	GU		BH	BK	
Black	A1A1	GT	GU	GV	BH	BK	BL
Candy White	B4B4	GT	GU	GV	BH	BK	BL
Wheat Beige	D1D1	GT		GV	BH		BL
Stonehenge Gray	J4J4	GT	GU	GV	BH	BK	BL
Samoa Red	P3P3	GT	GU	GV	BH	BK	BL
Shadow Blue	P6P6	GT	GU	GV	BH	BK	BL
Blue Graphite	W9W9	GT	GU	GV	BH	BK	BL

Passat Sedan GLS

		Velour			Leatherette			Leather		
Exterior Color	Code	Anthracite	Gray	Beige	Anthracite	Gray	Beige	Anthracite	Gray	Beige
Silverstone Gray	2A2A	GT	GU		BH	BK		LM	LP	
Northern Green	4M4M	GT	GU	GV	BH	BK	BL	LM	LP	LT
Blue Silver	5A5A	GT	GU		BH	BK		LM	LP	
Reflex Silver	8E8E	GT	GU		BH	BK		LM	LP	
Black	A1A1	GT	GU	GV	BH	BK	BL	LM	LP	LT
Candy White	B4B4	GT	GU	GV	BH	BK	BL	LM	LP	LT
Wheat Beige	D1D1	GT		GV	BH		BL	LM		LT
Stonehenge Gray	J4J4	GT	GU	GV	BH	BK	BL	LM	LP	LT
Samoa Red	P3P3	GT	GU	GV	BH	BK	BL	LM	LP	LT
Shadow Blue	P6P6	GT	GU	GV	BH	BK	BL	LM	LP	LT
Blue Graphite	W9W9	GT	GU	GV	BH	BK	BL	LM	LP	LT

Passat Sedan GLX

		Leather		
Exterior Color	Code	Anthracite	Gray	Beige
Silverstone Gray	2A2A	LM	LP	
Northern Green	4M4M	LM	LP	LT
Blue Silver	5A5A	LM	LP	
Reflex Silver	8E8E	LM	LP	
Black	A1A1	LM	LP	LT
Candy White	B4B4	LM	LP	LT
Wheat Beige	D1D1	LM		LT
Stonehenge Gray	J4J4	LM	LP	LT
Samoa Red	P3P3	LM	LP	LT
Shadow Blue	P6P6	LM	LP	LT
Blue Graphite	W9W9	LM	LP	LT

Passat Sedan W8

		Leather		
Exterior Color	Code	Anthracite	Gray	Beige
Silverstone Gray	2A2A	LM	LP	
Pacific Blue	2Z2Z	LM	LP	LT
Northern Green	4M4M	LM	LP	LT
Blue Silver	5A5A	LM	LP	
Reflex Silver	8E8E	LM	LP	
Blue Spirit	9A9A	LM	LP	LT
Black	A1A1	LM	LP	LT
Candy White	B4B4	LM	LP	LT
Wheat Beige	D1D1	LM		LT
Stonehenge Gray	J4J4	LM	LP	LT
Samoa Red	P3P3	LM	LP	LT
Shadow Blue	P6P6	LM	LP	LT
Blue Graphite	W9W9	LM	LP	LT

[redacted]	[redacted]	01Mar04 08:14am ETKT 01MAR MICHAEL ZAZULA VOLKSWAGEN OF AMERICA 600 SYLVAN AVE ENGLEWOOD CLIFFS NJ 07632
	Booking locator: [redacted] Fare: $444.20	
02Mar 06:30am Tuesday	**Air** Delta Airlines From: Philadelphia PA, USA Meal:None Equip:Boeing 757 Je Arrival: 02Mar Tuesday 08:58am S SKYTEAM-CARING MORE ABOUT YOU Delta Airlines locator: RS5NK4 SEAT CONFIRMED NON SMOKING AISLE YOUR DL AIRLINE RECORD LOCATOR IS RS5NK4	Flight#419 Class:Q Seat:39D To: Atlanta GA, USA Status:Confirmed
02Mar Tuesday	**Car** Pick Up City: Atlanta GA, USA [redacted] Confirmation#: [redacted] Drop Off: 02Mar Tuesday Rate Info: USD 41.00Day Ulmtd 41.00Xtra Day Ulmtd 19.00Xtra Hr Ulmtd Arrival Time: 0858 Dropoff Time: 05:00pm	Type: Inter Car Auto A/c Rate: 41.00USD
02Mar 05:14pm Tuesday	**Air** Delta Airlines From: Atlanta GA, USA Meal:None Equip:McDonnell Dou Arrival: 02Mar Tuesday 07:28pm S SKYTEAM-CARING MORE ABOUT YOU Delta Airlines locator: RS5NK4 SEAT CONFIRMED NON SMOKING AISLE YOUR DL AIRLINE RECORD LOCATOR IS RS5NK4	Flight#768 Class:Q Seat:19D To: Philadelphia PA, USA Status:Confirmed
30Jun04 Wednesday	**MISC** ASSOCIATE NAME ATS RESERVATION ON FILE UNTIL DATE SHOWN	
	MON-FRI 8A-530P 800-228-6189-B VW AUBURN HILLS **AFTER HOURS CALL 800-228-6189 USE CODE P215 RESERVATION BOOKED BY DEBBIE JOHNSON TRAVEL REQUESTED BY MICHAEL SOME TICKETS HAVE VALUE - RETURN UNUSED COUPONS PLEASE RECONFIRM YOUR FLIGHTS 24HOURS PRIOR TO DEPARTURE THIS IS YOUR ELECTRONIC TICKET. PLEASE OBTAIN BOARDING PASS AT THE AIRPORT COUNTER/KIOSK PRIOR TO SECURITY CHECKIN. YOU MAY ALSO GO ON-LINE WITHIN 24HRS	

825054353-01

Volkswagen Credit

Approval No.: _____

Lease Date: 04/13/2002

Lessor Name and Business Address	Lessee(s) Name(s) and Address(es)
JIM ELLIS MOTORS, INC 1860 COBB PKWY SOUTH MARIETTA GA 30060 Dealer Number:	[redacted] ALPHARETTA GA [redacted] County: FORSYTH

Lessee Billing Address (if different from above) _____
Street Address, City, State, Zip Code and County

Garaging Address (if different from above) _____
Street Address

City, State, Zip Code and County

"You", (the "Lessee" and "Co-Lessee", if applicable) agree to lease from Lessor the following Vehicle. If more than one Lessee executes this Lease, each Lessee will be individually liable for the entire amount owing under this Lease. Lessor will assign this Lease and leased Vehicle to VW Credit Leasing, Ltd., or its assignee (the "Holder").

Description of Leased Vehicle

YEAR	MAKE	MODEL	BODY STYLE
2002	VOLKSWAGEN	PASSAT GLS S	4DR SDN GLS

VEHICLE IDENTIFICATION NUMBER: WVWPD63B42P[redacted]

ODOMETER READING: 15

☐ NEW ☐ USED ☐ DEMO

Primary use of Vehicle is for Personal, Family or Household purposes unless the following box is checked: ☐ Primary use of Vehicle is for Business, Commercial or Agricultural purpose

YOUR PAYMENT CALCULATIONS

1 Amount Due at Lease Signing or Delivery (Itemized below)*

$ [redacted]

2 Monthly Payments

A. Your first Monthly Payment of $ 375.59 is due 04/13/2002 followed by 47 payments of $ 375.59 due on the 13th of each month, beginning on 05/13/2002.

B. The total of Your Monthly Payments is $ 18028.32.

3 Other Charges (Not part of Your Monthly Payment)

A. Turn-in Fee (if You do not purchase the Vehicle) $ 350.00

B. N/A $ N/A

C. Total $ 350.00

4 Total of Payments

(The amount You will have paid by the end of the Lease)

$ 20078.32 + 2,002.74 KR DR

(Section 1 plus Section 2(B) plus Section 3(C) minus Section 5(A)(3) minus Section 5(A)(4)).

5 *Itemization of Amount Due at Lease Signing or Delivery

A. Amount Due at Lease Signing or Delivery:		B. How the Amount Due at Lease Signing or Delivery will be Paid:	
1. Capitalized Cost Reduction	$ 1999.14	1. Net Trade-in Allowance	$ N/A
2. Taxes on Capitalized Cost Reduction	139.34	2. Rebates and Noncash Credits (MFR Bonus)	375.59 KR DR
3. First Monthly Payment PAID BY MANUFACTURER	375.59	3. Amount to be Paid in Cash	2500.01
4. Refundable Security Deposit	N/A	4. An [redacted]	N/A
5. Title Fees	18.00		
6. Registration Fees	N/A		
7. License Fees	23.00		
8. Sales Tax	20.93		
9. N/A may credit toward mat fee 1344	N/A KR DR		
10. DOC FEE	299.00		
11. N/A	N/A		
12. Total	$ 2875.60 2500.01 KR DR	5. Total	$ 2875.60 2500.01 KR DR

6 Your Monthly Payment is Determined as Shown Below:

A. Gross Capitalized Cost. The agreed upon value of the Vehicle ($ 26614.00) and any items You pay over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance)	$ 27188.00
B. Capitalized Cost Reduction. The amount of any Net Trade-in Allowance, Rebate, Noncash Credit, or Cash You pay that reduces the Gross Capitalized Cost	- 1999.14
C. Adjusted Capitalized Cost. The amount used in calculating Your Base Monthly Payment	= 25189.86
D. Residual Value. The value of the Vehicle at the end of the Lease used in calculating Your Base Monthly Payment	- 13440.00
E. Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term	= 11749.86
F. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts	+ 5099.10
G. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge	= 16848.96
H. Lease Payments. The number of payments in Your Lease (the number of months in Your Lease ("Lease Term"))	÷ 48
I. Base Monthly Payment	= 351.02
J. Monthly Sales/Use Tax	+ 24.57
K. N/A	+ N/A
L. Total Monthly Payment ("Monthly Payment")	= $ 375.59

Early Termination. You may have to pay a substantial charge if You end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier You end the Lease, the greater this charge is likely to be.

7 *Excessive Wear and Use.* You may be charged for Excessive Wear based on our standards for normal use and for mileage in excess of 48000 miles for the Lease Term with a maximum odometer reading of 48015 at a rate of $0.[redacted] per mile. You will not receive a credit or rebate if You drive the Vehicle for less mileage than allowed. ☐ If box is checked, above mileage includes N/A miles over the Lease Term purchased at $0.[redacted] per mile, which is included in Your Monthly Payment.

8 *Purchase Option at End of Lease Term.* You have an option to purchase the Vehicle at the end of the Lease Term for a Purchase Option Amount of $ 13440.00 plus a Purchase Option Fee of $ N/A plus all amounts You owe under the Lease, plus any official fees and taxes imposed in connection with the purchase of the Vehicle.

9 *Other Important Terms.* See the front and back of this Lease for additional information on Early Termination, Purchase Options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

Notice: If you do not meet your Lease obligations, you may lose the Vehicle.

10 *Itemization of Gross Capitalized Cost*

A. Agreed Upon Value of the Vehicle	$ 26614.00
B. Outstanding Prior Credit or Lease Balance	$ N/A
C. Service Contract	$ 575.00
D. Acquisition Fee	$ N/A
E. Sales Tax	$ N/A
F. Luxury Tax	$ N/A
G. Initial License, Title and Registration Fees	$ N/A
H. N/A	$ N/A
I.	$ N/A
J. Gross Capitalized Cost	$ 27189.00

11 *Estimated Official Fees and Taxes.* The total estimated amount You will pay during the Lease Term for official fees, vehicle registration, certificate of title, license fees and taxes, including personal property tax, whether included with Your Monthly Payment or assessed otherwise, is $ 1441.23. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

12 *Vehicle Insurance.* You must insure the Vehicle during the Lease Term. The insurance must be acceptable to Holder and protect You and Holder with (A) comprehensive, fire and theft coverage with a maximum deductible amount of $750, and (B) collision coverage with a maximum deductible of $750, and (C) automobile liability insurance with minimum limits for bodily injury or death of $100,000 for any one person and $300,000 for any one accident, and $50,000 for property damage, or $300,000 combined single limit, and (D) uninsured motorist coverage as required by the law of the state in which the Vehicle is registered. Your insurance policy must name Holder as loss payee on coverages (A) and (B) and provide Holder with primary coverage as an additional insured on coverages (C) and (D). You must give Holder evidence of this insurance. You authorize Holder on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this Lease or Holder's interest in the Vehicle. LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE.

13 *Service Contract.* Although You are not required to do so, You agree to purchase a contract for certain services and repairs of the Vehicle, if initialed below. The term of this protection will be N/A months from the Lease Date or from the date of Vehicle delivery or until the Vehicle's odometer shows _____ miles, whichever occurs first. If You have decided to purchase this protection, You have reviewed the terms of the contract which describe the details of this protection and understand a copy of the completed contract will be sent to You as soon as practicable.

NAME AND ADDRESS OF SERVICE CONTRACT PROVIDER

You choose to purchase a Service Contract for $ N/A and pay for it during the Lease Term as part of the Monthly Payment, or You have paid cash for the Service Contract.

X _____ LESSEE INITIALS X _____ CO-LESSEE INITIALS

14 *Warranties.* This Vehicle is covered by a limited warranty or extended warranty if indicated below:

☐ Standard New Vehicle Limited Warranty provided by the manufacturer.
☐ Used Vehicle Limited Warranty provided by the manufacturer.
☐ Remainder of Standard New Vehicle Limited Warranty provided by the manufacturer (if used Vehicle).
☐ _____

You acknowledge that You are leasing the Vehicle from Lessor "AS-IS". EXCEPT AS EXPRESSLY PROVIDED UNDER THIS LEASE, LESSOR MAKES NO PROMISE AS TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE VEHICLE. This means that there is no promise that the Vehicle will be fit for use for any particular purpose or even that it will be fit for the normal purpose for which a vehicle is used. If this Lease is signed in Kansas, Maine, Massachusetts, Mississippi, Vermont (if Vehicle is new) or West Virginia, Lessor does not exclude any implied warranty of merchantability or fitness for any particular purpose.

The insurance listed above is required in connection with this Lease. You have the option of providing the required insurance through an existing policy of insurance owned or controlled by You or through a policy paid for by You and obtained from any insurance company authorized to transact business in the state in which this Lease was signed. Holder may for reasonable cause decline the insurance provided by You.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

HOME OFFICE

VEHICLE USE AND MAINTENANCE

15 Vehicle Use and Registration

You agree not to use or permit the Vehicle to be used for any unlawful purpose, for hire or for rent. You agree not to use or permit the Vehicle to be removed from the United States without Holder's prior approval. You will not let an unlicensed, uninsured or excluded driver drive the Vehicle. You will not use or permit the Vehicle to be used to pull trailers or to alter or install equipment without Holder's prior written consent and You will remove this equipment at Your own expense. You will arrange and pay for the renewal registration and provide a copy to Holder.

16 Maintenance

You agree to maintain and service the Vehicle during the Lease in accordance with the manufacturer's recommendations found in Your owner's manual. You shall pay maintenance costs not covered by the manufacturer's limited warranty. You will use original equipment manufacturer's parts or those of equal value in the maintenance and service of the Vehicle. You will maintain and keep in the Vehicle a record of all maintenance performed on the Vehicle. This maintenance record will be available to Holder at any time, and will be provided to Holder at the end of Your Lease. You will not make any change to the Vehicle without Holder's prior written consent. Holder may inspect the Vehicle upon request.

LATE CHARGES, LOSS OF VEHICLE AND DEFAULT

17 Late Charges/Returned Instrument Charge

If all or any portion of any Monthly Payment is not received within 10 days after its due date, You will pay a Late Charge of the lesser of $25 or 5% of the unpaid amount of that payment, if allowed by state law. You also agree to pay a Returned Instrument Charge of $15 for any check, instrument or electronic funds debit which is returned unpaid for any reason, if allowed by state law. If You sign this Lease in Maine, the Late Charge will not exceed $10 and will only be due if all or any portion of a Monthly Payment is not received within 15 days of the date due. If You sign this Lease in Iowa, a Late Charge will not be assessed.

18 Damage, Loss or Danger to Vehicle

Except as noted in the Waiver of GAP Amount paragraph, You are responsible for the risk of loss, damage or destruction of the Vehicle until You return the Vehicle to a location approved by Holder. If the Vehicle is damaged, destroyed, stolen, abandoned or confiscated by any governmental authority, You will promptly notify Holder and Holder will have the right to terminate this Lease. If Holder terminates this Lease, You will owe the Holder the "GAP Amount", which is the difference between Your Early Termination Liability and any insurance loss proceeds Holder receives.

19 Waiver of GAP Amount

If the Vehicle is declared a total loss by Your insurance carrier, regardless of cause, Holder has the option of terminating the Lease or replacing the Vehicle with another Vehicle in kind. If Holder terminates the Lease, Holder will accept the insurance loss proceeds received as satisfaction of Your Early Termination Liability if (A) You have complied with the insurance requirements, (B) paid the deductible, and (C) kept all Your other promises under the Lease (including making required Lease payments while awaiting an insurance settlement).

20 Default and Remedies

A. **Default:** You will be in Default if (1) You fail to make any payment when due; (2) You fail to maintain the required insurance; (3) You file for bankruptcy; (4) the Vehicle is seized; (5) You have provided false or misleading information in Your credit application for this Lease; (6) upon Your death or incompetency; (7) If You are a corporation, upon Your dissolution; (8) You fail to keep any other agreement in the Lease. Your Default liability will be calculated as set forth in the paragraph covering Early Termination.

B. **Remedies:** If You Default, Holder may end the Lease and take the Vehicle back in accordance with state law. Holder may go onto Your property to peacefully retake the Vehicle. Holder's repossession will not release You from Your Lease obligations. You will pay costs, expenses and reasonable attorneys' fees which Holder incurred to obtain, hold, and sell the Vehicle, collect amounts due and enforce Holder's rights under this Lease to the extent permitted by law.

PURCHASE OPTION AND ENDING YOUR LEASE

21 Excessive Wear and Use

You agree to pay Holder for the amount it would cost to make all repairs to the Vehicle that are not the result of normal wear and use whether or not Holder, in its sole discretion, actually makes the repairs. Repairs or replacement parts, including tires, must be made with original equipment manufacturer's parts or those of equal quality. These costs include, but are not limited to, the amount it would cost to:

A. Repair: (1) inoperative electrical or mechanical parts including power accessories; (2) any and all dents, dings, scratches, chips or rusted areas on any body or trim part; (3) gouges or tears through bumper covers, broken or dented grilles; (4) mismatched paint or any mark left by special identification; (5) seats, seat belts, headlining, door panels or carpeting which is torn, worn, stained, burned or damaged.

B. Replace: (1) cracks, scratches, pits or chips to windshields with glass that permits VIN visibility, windows, headlamp lenses or sealed beams, taillight assemblies; (2) any tire not part of a matching set of five tires of the same brand, size and quality (or four with an emergency "doughnut" spare if initially so equipped), any tire with less than 1/8 inch of tread remaining at the shallowest point or any tire with gouged, cut, torn or plugged sidewalls, or (3) any missing parts, accessories and adornments, including bumpers, ornamentation, aerials, hubcaps, rear view mirrors, radio and stereo components or spare tire.

22 Vehicle Return

If You do not elect to purchase the Vehicle at the end of the Lease Term, You agree to make the Vehicle available for inspection at Holder's request. If You are not present for the inspection or do not sign the ("Condition Report"), You agree that the Report is fair and binding. You must return the Vehicle to the delivering dealer, or to another reasonable location selected by Holder, within one business day after the Lease expiration date. If You do not return the Vehicle in this time frame, You will continue to pay the Monthly Payment until the Vehicle is returned. Payment of these amounts will not allow You to keep the Vehicle.

23 Odometer Disclosure Statement

Federal law requires that You disclose the Vehicle's mileage to Holder upon the Lease Termination. Failure to complete an Odometer Disclosure Statement and return it to Holder or making a false statement may result in fines and/or imprisonment. You will be provided an Odometer Disclosure Statement to complete prior to the termination of the Lease.

24 Purchase Option

You understand that this is a true Lease and You have no equity or other ownership rights in the Vehicle or its accessories or replacement parts other than the Purchase Option, assignable to the Lessee only.

A. If You exercise the Purchase Option at any time prior to the Scheduled Termination, You agree to pay Holder:
   1. The Purchase Option Amount; plus
   2. The Purchase Option Fee; plus
   3. Any past due Monthly Payments and other amounts due; plus
   4. Any Official Fees and Taxes imposed upon Early Termination; plus
   5. The Base Monthly Payment times the number of payments not yet due; minus
   6. Unearned Rent Charges which are calculated under the Scheduled Actuarial Method. The term "Scheduled Actuarial Method" means the method of allocating Base Monthly Payments between Depreciation and any Amortized Amounts and Rent Charges. Under this method, a Base Monthly Payment is applied first to the accumulated Rent Charge and any remainder is applied to Depreciation and any Amortized Amounts. This method treats the Rent Charge for each monthly period as being fully earned on the first day of the period and assumes that all Monthly Payments were received on scheduled due dates.

B. If You exercise the Purchase Option at Scheduled Termination, the Purchase Price will be:
   1. The Purchase Option Amount; plus
   2. The Purchase Option Fee; plus
   3. All amounts You owe under the Lease; plus
   4. Any official fees and taxes imposed in connection with the purchase.

25 Early Termination

A. **Your Right to Terminate Early.** You may terminate this Lease prior to the end of the Lease Term if You are not in Default. If You do not exercise Your Purchase Option, the charge for such Early Termination is the Early Termination Liability set forth below.

B. **Holder's Right to Terminate Early.** Holder may terminate this Lease prior to the end of the Lease Term if You are in Default. If You do not exercise Your Purchase Option, upon such termination Holder will be entitled to the Early Termination Liability set forth below.

C. **Early Termination Liability.** The Early Termination Liability is calculated as follows:
   1. The Turn-In Fee; plus
   2. Any past due Monthly Payments and any other amounts due; plus
   3. Any Official Fees and Taxes imposed upon Early Termination; plus
   4. The costs of retaking, storing and selling the Vehicle; plus
   5. The Base Monthly Payment times the number of payments not yet due; minus
   6. Any unearned Rent Charges calculated according to the Scheduled Actuarial Method. (See 24(A)(6)) for a description of Scheduled Actuarial Method); minus
   7. The amount, if any, by which the Vehicle Sale Price, as defined below, exceeds the Purchase Option Amount; plus
   8. If the Purchase Option Amount exceeds the Vehicle Sale Price, the lesser of: (i) Charges for Excessive Wear and Use and for any excess mileage, prorated annually, or (ii) The amount by which the Purchase Option Amount exceeds the Vehicle Sale Price.

   If this amount is less than zero, we will not give You a refund or credit.

   The "Vehicle Sale Price" will be determined as follows:
   (a) By an agreement between You and Holder; or
   (b) By the disposition of the Vehicle in a commercially reasonable manner; or
   (c) Within 10 days of the date of Early Termination, You may obtain, at Your own expense, from an independent third party agreeable to both You and Holder, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale.

26 Scheduled Termination

Except for Early Termination, this Lease will terminate on and upon:
A. The end of the Lease Term or 90 days or less prior to maturity;
B. Return of the Vehicle;
C. Completion of a signed Odometer Disclosure Statement; and
D. Payment of the following amounts:
   1. The Turn-In Fee (the Turn-In Fee will be waived if You simultaneously replace this Lease with another lease through VW Credit Leasing, Ltd. or retail contract through VW Credit, Inc.);
   2. Any amounts owed for Excessive Wear and Use;
   3. Any amounts owed for Excess Mileage; and
   4. Any amounts due and unpaid under this Lease.

ADDITIONAL INFORMATION

27 Limited Power of Attorney

You agree to let Holder or its agent sign Your name on any title or registration and on any check or draft Holder receives for damage or loss of the Vehicle.

28 Taxes, Fees and Other Charges

You will pay all taxes (excluding Holder's income taxes), fees and fines assessed by any government body when assessed or when You are billed for them by Holder, whether such fees or taxes are assessed during or after the Lease Term. You are responsible for any increase in the Monthly Payment or increase in estimated taxes as a result of a tax increase. If You live or move into a personal property tax state, You agree to pay this tax when billed. If Your Lease is terminated prior to the time the final personal property tax bill is received, You will still pay the personal property tax. If You don't pay a fine, penalty or parking ticket and Holder elects to pay it, You will reimburse Holder for the amount paid plus a $20 administration fee per incident, if permitted by law.

29 Refundable Security Deposit

You agree to pay Holder the Refundable Security Deposit shown on the front of this Lease. The Refundable Security Deposit will be returned to You at Lease termination. However, any amount You owe under the terms of the Lease and do not pay will be deducted from the Refundable Security Deposit otherwise payable to You. You will not receive any interest from the Refundable Security Deposit during or after the Lease Term and You agree that Holder may retain any interest earned, if any.

30 Security Interest

You grant Holder a security interest in the rights, proceeds and refunds arising from any insurance contract or in any service contract related to the Vehicle.

31 Ownership and Assignment

You understand and agree that this Lease will be assigned to Holder or its assignee as disclosed on the face of the Lease. Holder shall be the sole owner of the Vehicle and its accessories, whether original or affixed subsequent to the commencement of the Lease, and the certificate of title must be in the name of Holder. Holder shall be permitted to assign this Lease but You may not do so without prior written approval of Holder. You agree that the Holder may appoint one or more agents to act on its behalf and that agents of the Holder have the power to administer, enforce and defend this Lease. You may not assign, sell, give a security interest in, sublease or arrange an assumption of Your interests or rights under this Lease or in the Vehicle without Holder's prior written permission.

32 Reimbursement

You agree to reimburse and hold Holder and its assignees and employees harmless from all losses, damages, injuries, claims, demands and expenses arising out of the condition, maintenance, use or operation of the Vehicle. You agree that the Monthly Payment will not be subject to any defenses, setoffs, counterclaims or recoupment.

33 Severability

If any provision of this Lease is not valid according to law, all other provisions will remain in force, both parties will negotiate an acceptable substitute provision.

34 Waiver

Holder's failure to insist upon Your complying with any term of the Lease or its waiver of any Default shall not be construed as waiving any such term or provision in the future.

35 Entire Agreement

Important: Read before signing. The terms of this Lease should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this Lease may be legally enforced. You may change the terms of this Lease only by another written agreement. This Lease is a final expression of the credit agreement between You and Holder. This Lease may not be contradicted by evidence of any prior oral credit agreement or of a contemporaneous oral credit agreement between You and Holder.

36 Governing Law

This Lease is governed by the laws of the state where the Lease was signed, except that the law of the state where the Vehicle is repossessed governs repossession.

NOTICE TO LESSEE: (A) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. (B) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS LEASE.

LESSEE SIGNATURE(S)

X [redacted]

LESSOR SIGNATURE

The authorized signature of the Lessor has the effect of: (1) Accepting the terms and conditions of this Lease, and (2) Assigning to Holder as indicated in the assignment below all rights, title and interest in and to the Vehicle and this Lease, including all amounts to become due under it, subject to the provisions of the Direct Lease Finance Plan Agreement between Lessor and Holder.

LESSOR	AUTHORIZED REPRESENTATIVE	TYPE/PRINT NAME OF AUTHORIZED REPRESENTATIVE
Jim Ellis Motors, Inc	X	William C. Hamilton

GUARANTY

The undersigned unconditionally guarantees payment to Holder of all liabilities and indebtedness of the above Lessee under the terms of this Lease and full performance under the terms of this Lease. Holder shall not be required to exhaust any recourse or take any action against Lessee before being entitled to payment by the undersigned of all amounts hereby guaranteed. If Lessee defaults, Holder shall have the right to approve any extensions, renewals, modifications or compromises of any indebtedness, liability or obligation under the terms of this Lease without waiving its rights against the undersigned. The undersigned agrees to pay all expenses (including, but not limited to, attorneys' fees and legal expenses) incurred by Holder if it has to enforce this Guaranty. The undersigned acknowledges having received a copy of this Lease.

GUARANTOR (PRINT NAME)	SIGNATURE	DATE
	X	

STREET	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
				( )

ASSIGNMENT

For valuable consideration, LESSOR hereby assigns VW Credit Leasing, Ltd. or its assignee ("Holder") all of Lessor's rights, title and interest in and to the Lease, the Vehicle described therein and the Guaranty (if any) and Holder is hereby authorized to do everything necessary to collect the obligations arising out of the Lease and this assignment. To induce Holder to accept the assignment of the Lease, Lessor warrants that: the Lease and Guaranty (if any) are genuine, legally valid and enforceable and arose from the lease of the Vehicle; the Lease was complete in all respects and Lessor made all disclosures required by law prior to the execution thereof by each Lessee; no Lessee is a minor and each has capacity to contract; the signature of each Lessee is genuine; the Vehicle is as described in the Lease and has been delivered to and is in the possession of Lessee; the Lease and title to the Vehicle are vested in Lessor free and clear of all liens and encumbrances and Lessor has the right to sell and assign the same and has taken all action necessary and proper to title and register the Vehicle in the name of Holder; and all statements made by or on behalf of Lessee and furnished to Holder by Lessor are true to the best of Lessor's knowledge and belief and that Lessor has not entered into any agreement with Lessee whereby Lessee has the option to purchase the Vehicle except as stated in the Lease and Lessor knows of no fact or circumstance which would impair the validity or value of the Lease. The Lessor also warrants that the Lease was assigned to Holder prior to the use of the Vehicle by Lessee. The Lease is assigned to Holder under the Direct Lease Finance Plan Agreement and is subject to the terms and conditions thereof, provided that in the event of a breach of any of the foregoing warranties, without regard to Lessor's knowledge or lack of knowledge with respect thereto or Holder's reliance thereon, Lessor shall repurchase the Lease and the Vehicle from Holder for the full amount then unpaid under this Lease together with the Residual Value as hereinabove identified whether the Lease shall then be, or not be, in Default.

VOLKSWAGEN - AUDI

1860 Cobb Parkway South MARIETTA, GEORGIA 30060
(770) 955-6565

10 ANDY SHIVELY 600498 5192 04/16/02

[redacted]

75.00 9 BLACK/BEIGE [redacted]

ATLANTA, GA [redacted] 02/VOLKSWAGEN/PASSAT GLS SDN/4DR SDN 04/13/02 15

W V W P D 6 3 B 4 2 P [redacted] 407228

[redacted] 04/15/02

[redacted] MO: 10

LABOR----------

J# 1 01WZ [redacted] PRE DELIVERY INSP HOURS 1.35 TECH# 600437 TIME 101.25

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
600437	04/15/02	11.30	11.90	0.60	0.00	NON WORKING
600437	04/15/02	12.90	13.40	0.50	0.00	FINISHED
600437	04/15/02	0.00	0.00	0.00	1.35	OVERRIDE IN INVOICING
		TOTAL TECH TIME		1.10	1.35	

PRE-DELIVERY INSPECTION
01010010--PDI 1.35
COMPLETED PRE-DELIVERY INSPECTION.

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
318452A	01010020	1.35		11	0PDI110001	FM

J# 2 01WZ [redacted] CHECK BATTERY HOURS 0.20 TECH# 600437 TIME 15.00

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
600437	04/15/02	13.40	13.50	0.10	0.00	FINISHED
600437	04/15/02	0.00	0.00	0.00	0.20	OVERRIDE IN INVOICING
		TOTAL TECH TIME		0.10	0.20	

BATTERY TEST -- 27T60100- .20
CHECKED BATTERY AND CHARGED IF APPLICABLE.

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
318452B	27T60100	0.20		11	27T6110001	FM

TOTAL - LABOR	116.25
R/O TAX	0.00
R/O TOTALS	116.25

WARRANTY CLAIM DETAIL TOTALS----------

CLAIM#	LABOR	PARTS	SUB.LAB.	SUB.PART	GOG	MISC	TAX	TOTAL
318452A	101.25	0.00	0.00	0.00	0.00	0.00		101.25
318452B	15.00	0.00	0.00	0.00	0.00	0.00		15.00
CLAIM TOTALS	116.25	0.00	0.00	0.00	0.00	0.00	0.00	116.25

APPROVED BY SIGNATURE

V2WS318452

V2WS318452

JIM Ellis
Expect the best

VOLKSWAGEN - AUDI

1660 Cobb Parkway South MARIETTA, GEORGIA 30060
(770) 955-6565

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
10	ANDY SHIVELY 600498	5192	04/16/02	V2WS318452
[redacted] ATLANTA, GA [redacted]	LABOR RATE 75.00 / LICENSE NO. / MILEAGE 9		COLOR BLACK/BEIGE	STOCK NO. W15192
	YEAR / MAKE / MODEL 02/VOLKSWAGEN/PASSAT GLS SDN/4DR SDN		DELIVERY DATE 04/13/02	DELIVERY MILES 15
	VEHICLE I.D. NO. W V W P D 6 3 B 4 2 P [redacted]		SELLING DEALER NO. 407228	PRODUCTION DATE
	F. T. [redacted] / P. O. NO.		R. O. DATE 04/15/02	
RESIDENCE PHONE / BUSINESS PHONE [redacted]	COMMENTS			MO: 10

LABOR----------

J# 1 01V02 PRE-DELIVERY INSP HOURS: 1.35 TECH: 600437 123.25

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
600437	04/15/02	11.30	11.90	0.60	0.00	NON WORKING
600437	04/15/02	12.90	13.40	0.50	0.00	FINISHED
600437	04/15/02	0.00	0.00	0.00	1.35	OVERRIDE IN INVOICING
		TOTAL TECH TIME		1.10	1.35	

PRE-DELIVERY INSPECTION
01010010--PDI 1.35
COMPLETED PRE-DELIVERY INSPECTION.

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
318452A	01010020		1.35	11	0PDI110001	FM

J# 2 01W2003 CHECK BATTERY HOURS: 0.20 TECH: 600437 15.00

TECH#	DATE	START	FINISH	ACT	TIME	DESCRIPTION
600437	04/15/02	13.40	13.50	0.10	0.00	FINISHED
600437	04/15/02	0.00	0.00	0.00	0.20	OVERRIDE IN INVOICING
		TOTAL TECH TIME		0.10	0.20	

BATTERY TEST -- 27T60100- .20
CHECKED BATTERY AND CHARGED IF APPLICABLE.

CLAIM #	WARRANTY OP. CODES	FLAT HRS.	OTHER HRS.	FC	AUTH. CODE	CLAIM TYPE
318452B	27T60100		0.20	11	27T6110001	FM

TOTAL - LABOR	116.25
R/O TAX	0.00
R/O TOTALS	116.25

WARRANTY CLAIM DETAIL TOTALS----------

CLAIM#	LABOR	PARTS	SUB.LAB.	SUB.PART	GOG.	MISC.	TAX	TOTAL
318452A	101.25	0.00	0.00	0.00	0.00	0.00		101.25
318452B	15.00	0.00	0.00	0.00	0.00	0.00		15.00
CLAIM TOTALS	116.25	0.00	0.00	0.00	0.00	0.00	0.00	116.25

APPROVED BY SIGNATURE

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ERAINTINVC 6P1506 (01/02

V2CS318452

V2CS318452

JIM Ellis
Expect the best
VOLKSWAGEN - AUDI
1860 Cobb Parkway South MARIETTA, GEORGIA 30060
(770) 955-6565

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
10	ANDY SHIVELY 600498	5192	04/16/02	V2CS318452
[redacted] ATLANTA, GA [redacted]	LABOR RATE: 78.00 / LICENSE NO. / MILEAGE: 9		COLOR: BLACK/BEIGE	STOCK NO.: W15192
	YEAR / MAKE / MODEL: 02/VOLKSWAGEN/PASSAT GLS SDN/4DR SDN		DELIVERY DATE: 04/13/02	DELIVERY MILES: 15
	VEHICLE I.D. NO.: W V W P D 6 3 B 4 2 P [redacted]		SELLING DEALER NO.: 407228	PRODUCTION DATE
	F [redacted] / P. O. NO.		R. O. DATE: 04/15/02	
RESIDENCE PHONE	BUSINESS PHONE [redacted]			MO: 10

LABOR & PARTS

J# 1 01VWZ PRE DELIVERY INSP HOURS: 1 RO TECH [redacted] WARRANTY

PRE-DELIVERY INSPECTION
01010010--PDI 1.35
COMPLETED PRE-DELIVERY INSPECTION.

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 01VWZ003 CHECK BATTERY HOURS: 0.20 TECH [redacted] WARRANTY

BATTERY TEST -- 27160I00- .20
CHECKED BATTERY AND CHARGED IF APPLICABLE.

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS

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

PAGE 1 OF 1 SERVICE FILE COPY [END OF INVOICE] 11:41:40

Copyright © 1996 The Reynolds and Reynolds Company
ERAINTINVE SP1586 (01/02

3VWZ002 VW QUICK LUBE MI 24.95 00VWALIGN ALIGNMENT 2 W

Closed

APK 1

SALESPERSON NO.

W V W P D 6 3 B 4 2 P [redacted]

[redacted]

ATLANTA, GA 30341

[redacted]

10:39am 04/16/02 11:24am 2

STATE REG# 01-34708 78.00

SERVICE

02/VOLKSWAGEN/PASSAT GLS SDN/4DR SD W1

10 BLACK/BEIGE LEATHE

W15192

X

ORIGINAL CUSTOMER ESTIMATE:

X----------

TOTAL

1 W 01VWZ PRE DELIVERY INSP
PRE-DELIVERY INSPECTION
01010010--PDI 1.35

2 W 01VWZ003 CHECK BATTERY
BATTERY TEST -- 27T60100- .20

437

FAHRZG.-IDENT-NR.
VEHICLE-IDENT-NO. 0000 11-3-2277 UO

TYP/TYPE WUWPD6 3B4 2P 365746
3B34K5

PASSAT Lim. GLS 125 KW
AGS

MOTORKZ./GETR. KZ.
ENG. CODE/TRANS. CODE

LACKIER./INNENAUSST. AHM EZS
PAINT NO./INTERIOR

M.-AUSST./OPTIONS L041 UD

X9A	B0D	C4A	G0F	H5B	J0R	MW9	Q2J
U0A	1AJ	1G2	2ZB		5RR	5SH	T6V
3FE	3S0	8T1	QG0		8U9	8GD	
8R1		1LE	0JJ	0YE	1BA	0GN	

Technician: Do not remove tissue before completing this side of checklist.

Perfect Delivery Inspection (PDI)

Date of PDI: 4/15/02 Stock No.: W15192 Dealer Number: 407-225

Model: 2002 PASSAT Key Code: _____ Radio Code: 1748

V.I.N.: WVWPD63B42P [redacted] O. No.: 318452

Road test mileage out: 00010 mileage in: 00009 Immobilizer Serial No.: VW-7Z-0B4 [redacted]

OK / Not OK / Corrected

Volkswagen Technician Checklist

[redacted]

- ☑ ☐ ☐ Battery voltage prior to starting engine (recharge if necessary to min. 12.5 volts), check battery clamps for tightness (record battery voltage 12.6)
- ☐ ☐ ☐ Top off windshield washer solvent

[redacted]

- ☑ ☐ ☐ Tire pressure
- ☐ ☒ ☐ Front license plate bracket/filler panel (if required)
- ☑ ☐ ☐ Check operation of all exterior lights
- ☑ ☐ ☐ Windshield wiper function/wiper arm alignment angle
- ☑ ☐ ☑ Washer spray jets function/aiming
- ☑ ☐ ☐ Convertible top operation (if applicable)

[redacted]

- ☑ ☐ ☑ Fuses as required
- ☑ ☐ ☐ Instrument cluster warning lights
- ☑ ☐ ☑ Central locking system/remote functions/comfort function
- ☑ ☐ ☐ Check all ignition keys to ensure immobilizer and central locking are programmed correctly
- ☐ ☐ ☐ Seat memory (if applicable)
- ☑ ☐ ☑ Radio frequency remote coding key
- ☑ ☐ ☐ Anti-theft alarm system

- ☑ ☐ ☐ Power windows (program one touch feature)
- ☑ ☐ ☑ All interior lights
- ☐ ☐ ☐ Set clock to local time

[redacted]

- ☑ ☐ ☐ Radio/telephone antenna
- ☑ ☐ ☑ Verify radio SAFE code is entered
- ☑ ☐ ☐ Verify anti-theft light blinks when key is removed from ignition
- ☑ ☐ ☐ Verify radio operates in AM, FM, Cassette and CD player/changer modes if equipped
- ☑ ☐ ☐ Set memory preset stations to AM and FM stations which exhibit good reception quality

[redacted]

- ☐ ☐ ☑ Long member plugs/hoist pads (if applicable)
- ☑ ☐ ☑ Remove suspension blocks (if applicable)
- ☑ ☐ ☐ Fluid leaks

[redacted]

- ☑ ☐ ☐ Basic settings VAS 5051

[redacted]

- ☑ ☐ ☐ Interior/exterior mirror operation
- ☑ ☐ ☐ Door locks/rear lid/fuel filler flap switches
- ☑ ☐ ☑ Sunroof
- ☑ ☐ ☑ Rear sun shade
- ☑ ☐ ☐ Horn operation
- ☑ ☐ ☑ Engine performance and acceleration
- ☑ ☐ ☐ Automatic transmission operation, including automatic shift lock function/kickdown function/Tiptronic®
- ☐ ☐ ☐ Manual transmission/clutch operation (clutch pedal interlock)
- ☑ ☐ ☐ Brake system for function (including ABS)/ operation of hand brake
- ☑ ☐ ☐ Steering for pulling/vibration/steering wheel alignment/ telescope/tilt
- ☑ ☐ ☐ Cruise control operation

- ☐ ☐ ☑ Unusual noises/vibrations
- ☐ ☑ ☐ Climate control/air conditioning/heater operation

[redacted]

- ☑ ☐ ☑ Check faults using VAS 5051
- ☐ ☐ ☑ Inventory Maintenance Sticker (if applicable)
- ☑ ☐ ☐ Air bag warning triangle

[redacted] prepared in accordance with Volkswagen procedures and Quality Standards.

Technician's [redacted] Date: 4/15/02

Detailer Inspection Checklist

[redacted]

- ☐ ☐ ☐ Rinse vehicle exterior

[redacted]

- ☐ ☐ ☐ Wipe down engine compartment

59801 08 Türsteuer.FS KLO 0004

59802 08 Türsteuer.BF KLO 0004

59811 08 Türsteuer.HL KLO 0004

59812 08 Türsteuer.HR KLO 0004

No DTC recognized

35180 Radio NP2 0055
Coding 04031 WSC 000

No DTC recognized

20927B KOMBI+WEGFAHRSP VDO V08
Coding 07235 WSC 000

[redacted] VWZ7Z0B[redacted]

No DTC recognized

09901 Gateway K<->CAN 0001
Coding 00006 WSC 000

No DTC recognized

06018CM 1.8L R4/5VT G 0004
Coding 0016551 *P* WSC 000

No fault recognised

27156AB AG5 01V 1.8I5VT USA 0806
Coding 0001104 *P* WSC 000

No fault recognised

14111 ABS/ASR 5.3 FRONT D00
Coding 00021 WSC 000

No DTC recognized

09605C 09 AIRBAG VW61 04 0001
Coding 12345 WSC 000

No DTC recognized

---

e Adresse 17 eingeben

07487A Lenkradelektronik 0004
Coding 00118 WSC 000

No DTC recognized

59799C 08 Komfortgurt HLO 0001
Coding 00258 WSC 000

Volkswagen of America, Inc.

3800 Hamlin Road
Auburn Hills, MI 48326

January 2004

Dear Volkswagen Dealer:

This letter is to inform you that the WG Service Action circular has been updated to include additional information on repairing 2003 model year Jetta vehicles with automatic transmissions. We began notifying these owners on or about December 29, 2003.

Please refer to the revised Service Action Circular WG (enclosed) for additional information, including a copy of the customer letter. Please share this information with all personnel with campaign-related responsibilities.

Thank you for your cooperation and assistance in this important matter.

Sincerely,

Maria Cotter
Product Compliance

GEICO
AUTO DAMAGE TOTAL LOSS
CLOSING REPORT

PRE-LOSS CONDITION REPORT

Claim [redacted] Yr. 2002 Make VW Model PASSAT GLS

ITEM	Itemized Pre-loss Condition Report	Minus	Plus
Body and Paint	N/A	$	$
		$	$
		$	$
		$	$
Moldings and Lamps		$	$
		$	$
		$	$
Glass		$	$
Seats/Carpet		$	$
Dash Panel		$	$
Other Interior		$	$
Tires	L/F ____/32 R/F ____/32 L/R ____/32 R/R ____/32 Spare ____/32	$	$
Exterior Trim		$	$
Mechanical		$	$
		$	$
Other		$	$
		$	$
	Totals	$	$

☐ Unrelated Prior Damage Estimate Attached
***Adjuster is still required to complete the above tire tread depth measurements

Settlement Calculations ☐ See CCC Valuation for Settlement Calculation

Base Value		$19,260.00
Added Value	+	$
Sub Total		$19,260.00
Less Pre-Loss	-	$
ACV of Damaged Car		$19,260.00
Title Fees	+	$18.00
Registration Fee	+	$
Sales Tax (7 %)	+	$1,348.20
Sub Total		$20,626.20
Less Deductible	-	$250.00
Less Salv (if retained)	-	$
Net Value		$20,376.20 20,076.01
Adjustment to Settle	+	$
Adjusted Value		$

Adjuster Comments

SETTLEMENT BASED ON CCC EVAL LESS DEDUCTIBLE. SALVAGE NOT MOVED DUE TO COURTESY DECISION FOR VW INVESTIGATORS TO INSPECT VEHICLE

GEICO DIRECT

- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

One GEICO Plaza ■ Washington, D.C. 20076-0001

Date: 03 / 04 / 04

Accident Date: 02 / 16 / 04

Clair [redacted]

Dear [redacted]

This is a brief explanation of your claim settlement:

Agreed value of vehicle	$ 19,260.00	
☐ Add State Sales Tax	$ 1198.20	
☐ Misc. Fees & Adjustments	$ 14.00	
TOTAL	$ 20,626.20	
Less deductible amount (if any)	$ 250.00	
Less net value of salvage you retained	$ 0	
Less payment to lienholder	$ 20,076.04	[redacted] Check Number
Amount to you (Payment enclosed)	$ 300.16	( ) Check Number
Additional Payments	$ 0	( ) Check Number

NOTICE:
State law requires that owners of Total Loss or Salvage motor vehicles apply for a Salvage Certificate within 10 days after a Total Loss Settlement.

☒ Does not apply ☐ Does apply

Any State Sales Tax due the Owner through Replacement of the vehicle will be considered when Notice is given and Purchase Invoice Presented.

☒ Does not apply ☐ Does apply

Adjuster Fred Parker Telephone No. 800-841-9160 x2941

Customer's Signature _____

Please Refer to Our Claim Number When Writing or Calling About This Claim

MEMBER NATIONAL INSURANCE CRIME BUREAU

CL-30 (01-03)

Volkswagen Credit

Attn: FRED PARKER

Fax #: 478-744-5935

Claim # [redacted]

LETTER OF GUARANTY

Volkswagen Credit guarantees to send title on the following vehicle:

Year	Make	Model	Vehicle Identification Number
2002	VW	PASSAT	WVWPD63B42P[redacted]

when the insurance check, made payable to **VCI Account Services, LLC***, in the amount of **$20076.08** (U.S. Dollars) for the account of [redacted] is received. A copy of this letter must accompany the check.

Please send the funds to:

VCI Account Services, LLC*
Automotive Finance Center
Attn: CHARLENE MILLER
P.O. Box 7572
Libertyville, IL 60048-7572

Any overnight mail should be sent:

VCI Account Services, LLC*
Automotive Finance Center
Attn: CHARLENE MILLER
1401 Franklin Blvd.
Libertyville, IL 60048

*The seller has assigned its rights, but not its obligations, in the agreement to sell this vehicle to VCI Account Services, LLC.
In order to expedite processing, please include account number [redacted] on your check. Also include a return envelope for prompt attention. This letter is provided to GEICO, on the 9TH day of MARCH, 2004.

Signed,

Charlene Miller

Charlene Miller
Customer Account Representative
(800) 428-3032 Ext. 2109

---------- SYSM INBASKET MESSAGE REVIEW ---------- 4

User ID: R3TLT
Enter Command ===>

DEL

To: R3TLT - TRANSFER, R3 TOTAL LOSS
From: C760G -
Subject: [redacted]

Message ID: [redacted]
Date Sent: 03/05/04
Priority: 000 Time Sent: 02:11pm

PH-[redacted]
VEH-02 VW PASSAT
MILEAGE-15000
SETTLEMENT- $19,260.00 ACV
$ 1,348.20 TAX
$ 18.00 TITLE
-$ 250.00 DEDUCTIBLE
$20,376.20 TOTAL SETTLEMENT
LIEN:VOLKSWAGON CREDIT
1401 FRANKLIN BLVD
LIBERTYVILLE, IL 60048
PHN#[redacted]
ACCT[redacted]
*****> SEE ALOGI FOR COMPLETION OF THIS MESSAGE <****

COMMANDS: Ans TRa Read DEFer FILe POst View EDit DEL SAVeaddr DCal Print Help

GEICO
AUTO DAMAGE TOTAL LOSS
CLOSING REPORT

1/LTT

Claim Number [redacted] Date: 03/05/2004
Vehicle Owner [redacted] ☒ Insured ☐ Claimant
Pay Code _____ Deductible 250.00
Adjuster VINCE VLASZ Total Loss Evaluator _____
Yr. 2002 Make VW Model PASSAT GLS Mileage UNK
VIN WVWPD63B42P[redacted] Tag [redacted] St GA Color BLACK
Salvage Log# GA70400254 Date 3/3/04 Evaluation# 32079997

Towing/Storage/Miscellaneous Charges

1st Tow $ NONE ☐ Paid by Adjuster ☐ Secondary Tow Used
2nd Tow $ _____ ☐ Paid by Adjuster
Tear Down $ _____ ☐ Paid by Adjuster
Total Storage $ _____ ☐ Paid by Adjuster Storage $ _____ @ _____ Days
Total Charges $ _____

Salvage Information and Bids

☐ Owner Retention
☒ Fire Loss
☐ Deductible Waived
☐ GEICO Owned Theft Recovery
☐ Personal Items Addressed

Permission to Move Given by _____ On _____
Salvage Move Requested _____ Moved to _____ Stock# _____

☐ Vehicle Sold at Pool -- No Bids Required

Bids

Salvage Dealer	Contact	Reference#	Amount of Bid

Disposition of keys: ☐ Keys obtained ☐ Tower ☒ Owner ☐ Unknown

Lien Holder Information

Name VOLKSWAGON CREDIT IN Acct# [redacted] Contact _____
Addres [redacted] City LIBERTYVILLE State IL Zi [redacted]
Phone [redacted] Fax _____ Title# _____ State _____
Pay Off $ 21,364.56 Interest Per Day $ _____ Pay off good to 3/12/04
Name as it appears on the title _____

Comparison Cars

Dealer	Person	Model/Options	Price

ADJ

GEICO
AUTO DAMAGE TOTAL LOSS
CLOSING REPORT

PRE-LOSS CONDITION REPORT

Claim# [redacted] Yr. 2002 Make VW Model PASSAT GLS

ITEM	Itemized Pre-loss Condition Report	Minus	Plus
Body and Paint	N/A	$	$
		$	$
		$	$
		$	$
Moldings and Lamps		$	$
		$	$
		$	$
Glass		$	$
Seats/Carpet		$	$
Dash Panel		$	$
Other Interior		$	$
Tires	L/F ___/32 R/F ___/32 L/R ___/32 R/R ___/32 Spare ___/32	$	$
Exterior Trim		$	$
Mechanical		$	$
		$	$
Other		$	$
		$	$
	Totals	$	$

☐ Unrelated Prior Damage Estimate Attached
***Adjuster is still required to complete the above tire tread depth measurements

Settlement Calculations ☐ See CCC Valuation for Settlement Calculation

Base Value		$19,260.00
Added Value	+	$
Sub Total		$19,260.00
Less Pre-Loss	-	$
ACV of Damaged Car		$19,260.00
Title Fees	+	$18.00
Registration Fee	+	$
Sales Tax (7 %)	+	$1,348.20
Sub Total		$ 20,626.20
Less Deductible	-	$250.00
Less Salv (if retained)	-	$
Net Value		$20,376.20
Adjustment to Settle	+	$
Adjusted Value		$

Adjuster Comments

SETTLEMENT BASED ON CCC EVAL LESS DEDUCTIBLE. SALVAGE NOT MOVED DUE TO COURTESY DECISION FOR VW INVESTIGATORS TO INSPECT VEHICLE

Settlement Approved by: [signature] Date: 3/5/04 File Closed Date:

GEICO

CCC VALUESCOPE™
Claim Services

Market Report

Report Referenc [redacted]
Claim reference [redacted]
Loss Incident Date: 02/16/2004
Appraiser: VLASZ
Insured: [redacted]
Policy N [redacted]

Adjuster: D699 Ext: 1621 fcC

Owner: [redacted]

Introduction

GEICO has conducted an appraisal of your **2002 Volkswagen Passat Gls 4 Door Sedan** located in Alpharetta, GA. The appraisal information was then used to conduct research in your local market to determine the local market value of your car. This CCC Valuescope Market Report details the results of that research. It contains the following sections:

Vehicle Valuation Summary	Provides the market valuation including all components
VINguard™ Vehicle Identification	Details the vehicle configuration information
VINguard™ Vehicle History Information	Provides the results of vehicle history research
Local Market Definition	Details the local market basis for this valuation
Valuation Methodology	Describes the method used to evaluate the loss vehicle
Vehicle Condition	Details the vehicle's pre-accident condition
Local Market Comparable Vehicles	Presents the comparable vehicles located in your market
Guidebook Reference Amount	Presents the N.A.D.A. Vehicle Guide Retail Value
Salvage Title Threshold	Presents the salvage title threshold amount
Vehicle Appraisal and Valuation Notes	Lists detailed log notes for this file

Claim reference: [redacted] Report Reference Number [redacted]

Vehicle Valuation Summary

2002 Volkswagen Passat Gls 4 Door Sedan - Alpharetta, GA

Below are the components included in this local market valuation:

Component	Code		Value
Base Value			$ 17,246.00
Odometer		15,000	+ 1,064.00
Equipment			
Transmission			
Automatic Transmission	AT		+ 500.00
Traction Control	TX	Standard	Included
Power			
Power Steering	PS	Standard	Included
Power Brakes	PB	Standard	Included
Power Windows	PW	Standard	Included
Power Locks	PL	Standard	Included
Power Mirrors	PM	Standard	Included
Decor/Convenience			
Air Conditioning	AC	Standard	Included
Rear Defogger	RD	Standard	Included
Tilt Wheel	TW	Standard	Included
Cruise Control	CC	Standard	Included
Leather Seats	LS		+ 400.00
Bucket Seats	BS	Standard	Included
4-Wheel Disc Brakes	DB	Standard	Included
Telescopic Wheel	TL	Standard	Included
Dual Mirrors	DM	Standard	Included
Fog Lamps	FL	Standard	Included
Keyless Entry	KE	Standard	Included
Theft Deterrent/Alarm	TD	Standard	Included
Radio			
AM Radio	AM	Standard	Included
FM Radio	FM	Standard	Included
Stereo	ST	Standard	Included
Cassette	CA	Not Present	- 100.00
Compact Disc Player	CD		+ 150.00
Other			
Body Side Moldings	BN	Standard	Included
Intermittent Wipers	IW	Standard	Included
Air Bag	AG	Standard	Included
Passenger Air Bag	RG	Standard	Included
Front Side Impact Air Bags	XG	Standard	Included
Anti-Lock Brakes (4)	AB	Standard	Included
Full Wheel Covers	FC	Standard	Included
Local Market Value			**$ 19,260.00**
Vehicular Sales Tax		7.00%	+ 1,348.20

The base value is the local market value of a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment.
As such, the vehicle equipment listing reflects proper deductions for all standard or predominant equipment which is not present on the loss vehicle.
In cases where a standard or predominant option is superceded by a replacement or upgrade, a corresponding addition will appear for the option which supersedes the standard/predominant option.
Package options are options included with that package.
Non-factory options were not available from the factory at the time this vehicle was manufactured and any such options were installed at a different location at a later date.

Adjusted Vehicle Value	**$ 20,608.20**

Claim reference: [redacted] Report Reference Number: [redacted]

VINguard™ Vehicle Identification

VIN: WVWPD63B42P[redacted]

Every vehicle sold in the United States is required to have a manufacturer assigned Vehicle Identification Number (VIN). This number provides the exact specifications of the vehicle. Decoding the VIN identifies the exact vehicle for which the local market value will be determined.

	Insurer Description	VINguard Analysis
Year	2002	2002
Make	Volkswagen	Volkswagen
Model	Passat Gls	Passat Gls
Model Number	PD3B	PD3B
Body Style	4 Door Sedan	4 Door Sedan
Engine	4-1.8L-T	4-1.8l-T
Transmission	Automatic Transmission	
Restraints	Air Bags (Driver+Pass.)	Air Bags(Dr.+Pass.+Side)
Odometer	15,000	

This vehicle was assembled in GERMANY

VINguard™ is a database used to decode completely and accurately all manufacturer assigned Vehicle Identification Numbers.

VINguard™ Vehicle History Information

Using the VIN for this vehicle, VINguard™ detected discrepancies or prior history requiring additional research. Please review the information detailed below.

VINguard™ Messages: VINguard has decoded this VIN without any errors.

ISO Vehicle History:
Number of times reported to ISO: 1
ISO's file number: H0092059628

Activity Reported: Property & Casualty
Loss date: 02/16/2004
Insurance company: GEICO General Insurance Company
Phone: (800) 841-9160
Claim ref: [redacted]
Point of Impact:

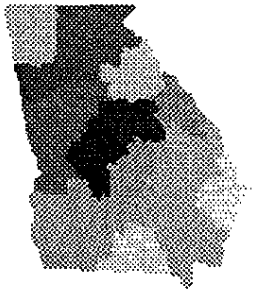
Collision History Information:
Collision incident reported by GEICO on 02/19/2004.
Claim # [redacted] in Alpharetta, GA
Repair estimate: $0 Miles: UNKNOWN

Damage Location: Natural Disaster.

Claim reference: 0084236730101069-01 Report Reference Number: 32079997

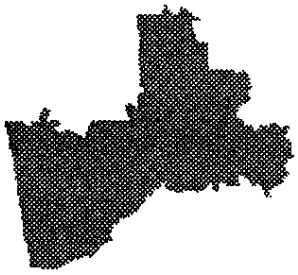
Local Market Definition

The local market value for your **2002 Volkswagen Passat Gls 4 Door Sedan** was defined by the ZIP code 30004 -- Alpharetta, GA . Adjacent markets were also searched as secondary sources to locate comparable vehicles. Details of the specific markets searched follow.



South Atlanta

North Atlanta



The state of Georgia is composed of 14 distinct local markets. The following 2 local markets were used in the preparation of this vehicle market report.

South Atlanta GA - Primary local market vehicle database
In this market, CCC maintains a database of 4,430 inspected dealer vehicles located at 27 dealerships, and 14,892 dealer advertised, and 11,238 privately advertised vehicles taken from 42 local papers or magazines. This local database also includes 4,518 vehicle valuations researched in the last 90 days.

North Atlanta GA - Secondary local market vehicle database
In this market, CCC maintains a database of 4,052 inspected dealer vehicles located at 24 dealerships, and 44,541 dealer advertised, and 24,660 privately advertised vehicles taken from 51 local papers or magazines. This local database also includes 2,657 vehicle valuations researched in the last 90 days.

From these 2 local markets, comparable vehicles were selected based on the year, make, model, body style and engine configuration of your vehicle. Adjustments were made to the value of each comparable vehicle to compensate for differences in year, model, body style, engine configuration, packages, options, and mileage.

For your vehicle's CCC Valuescope Market Report, CCC identified 5 advertised vehicles as most comparable to your vehicle, and used their values to determine the Local Market Value.

Vehicles are determined to be comparable to the loss vehicle based on:

- Nearness to the loss vehicle's primary garage location
- Similarity of model, equipment, and odometer
- Precision of the data (inspected versus advertised)

Claim reference: 0084236730101069-01 Report Reference Number: 32079997

Valuation Methodology

This CCC Valuescope Market Report was prepared for GEICO by CCC Information Services Inc. CCC has been preparing market value reports for the insurance industry since 1981. CCC physically inspects vehicles for sale at vehicle dealerships in the local markets, and subscribes to local newspapers and automotive publications in these markets. CCC maintains vehicle databases containing these inspected dealership vehicles along with the dealer and private party advertised vehicle information.

When GEICO requests a CCC Valuescope Market Report from CCC, they provide CCC the VIN (Vehicle Identification Number) of the loss vehicle. Decoding this VIN identifies the exact vehicle for which the local market value will be done. See the **VINguard™ Vehicle Identification** section.

GEICO also provides CCC the vehicle owner's ZIP code. This identifies the local market that will be used to determine the market value. See the **Local Market Definition** section.

Finally, GEICO provides CCC with the configuration of the loss vehicle including equipment, odometer, condition, maintenance, etc. This information is the starting point for determining the local market value.

Using this information, CCC searches its databases to find comparable vehicles in the local market. Each vehicle located is compared to the loss vehicle, and adjustments are made for differences in model, equipment, and odometer. Those vehicles that are deemed most comparable to the loss vehicle are used to determine the local market value. See the **Local Market Definition** section.

After the **Adjusted Value** for each comparable vehicle is calculated (see the **Local Market Comparable Vehicles** section), CCC calculates the **Local Market Value**. This calculation is a weighted average. Using a weighted average allows those vehicles most similar to the loss vehicle to contribute a greater percentage to the **Local Market Value** than less similar vehicles.

Factors that determine similarity are:

- Precision of the data (inspected versus advertised)
- Equivalency of model, equipment, and odometer
- Nearness to the loss vehicle's primary garage location

Using a weighted average results in a more accurate **Local Market Value** as the vehicles most similar and closest to the loss vehicle contribute more to the value than less similar, more distant vehicles.

Claim reference: 0084236730101069-01 Report Reference Number: 32079997

Vehicle Condition

GEICO determines the condition of key components of the loss vehicle.

This vehicle has been valued with a condition rating of Dealer retail.

Claim reference: 0084236730101069-01 Report Reference Number: 32079997

Local Market Comparable Vehicles

The local market comparable vehicles are compared to the loss vehicle, and adjustments are made for differences in equipment, odometer, model, etc. The **Adjusted Value** represents the price of the comparable configured exactly as the loss vehicle.

Loss Vehicle	**Private Advertised Comparable 1**	**Private Advertised Comparable 2**	**Dealer Vehicle Comparable 3**
2002 Volkswagen	2002 Volkswagen	2002 Volkswagen	2002 Volkswagen
Passat Gls	Passat Gls	Passat Gls	Passat Gls
4 Door Sedan	4 Door Sedan	4 Door Sedan	4 Door Sedan
Automatic Transmission		5 Speed Transmission	Automatic Transmission
4-1.8L-T	Turbo	Unknown	Unknown
Air Conditioning	Air Conditioning	Air Conditioning	Air Conditioning
Radio: AM/FM Stereo Compact Disc Player	AM/FM Stereo Seek Cassette	AM/FM Stereo Seek Cassette	AM/FM Stereo Cassette Compact Disc Player
		Sunroof	Sunroof
Not Found on Loss Vehicle			Aluminum/Alloy Wheels
Not Found on Comparable Vehicle	Leather Seats		
15,000 miles	29,000 miles	37,000 miles	Unlisted miles
	Price $15,500	Price $16,750	Price $17,988
Adjustments			
Transmission	+500	+500	
Roof		-200	-200
Radio Options	+50	+50	-100
Not Found on Loss Vehicle			-200
Not Found on Comparable Vehicle	+400		
Mileage	+1,116	+1,752	+1,064
Baseline Adjustment	+725	+725	
Adjusted Value	$18,291	$19,577	$18,552
Location	Chattanooga Free Press	Atlanta Journal Constitution	Stone Mountain Toyota
Telephone	423-762-1648	770-506-7868	770-736-0030
Stock ID			Stock: 40445A
	Pub Date 12/07/2003	Pub Date 1/25/2004	Pub Date 11/18/2003
Distance from Alpharetta	87 Miles- Chattanooga	39 Miles- Stockbridge	23 Miles- Snellville

Claim reference: 0084236730101069-01 Report Reference Number: 32079997

Loss Vehicle	Private Advertised Comparable 4	Dealer Vehicle Comparable 5
2002 Volkswagen	2002 Volkswagen	2002 Volkswagen
Passat Gls	Passat Gls	Passat Gls
4 Door Sedan	4 Door Sedan	4 Door Sedan
Automatic Transmission	Automatic Transmission	Automatic Transmission
4-1.8L-T	Unknown	Unknown
Air Conditioning	Air Conditioning	Air Conditioning
Radio: AM/FM Stereo Compact Disc Player	AM/FM Stereo CD Changer/Stacker	AM/FM Stereo Compact Disc Player
	Sunroof	Sunroof
Not Found on Loss Vehicle		Aluminum/Alloy Wheels
Not Found on Comparable Vehicle	Leather Seats	
15,000 miles	21,000 miles	Unlisted miles
	Price $19,000	Price $17,943
Adjustments		
Roof	-200	-200
Radio Options	-150	+0
Not Found on Loss Vehicle		-200
Not Found on Comparable Vehicle	+400	
Mileage	+453	+1,064
Baseline Adjustment	+725	
Adjusted Value	$20,228	$18,607
Location	Atlanta Journal Constitution	Nalley Jaguar
Telephone	678-362-2407	770-475-0030
Stock ID		Stock: 50586A
	Pub Date 9/14/2003	Pub Date 9/30/2003
Distance from Alpharetta	25 Miles- Atlanta	17 Miles- Atlanta

- List Price is the sticker price of the vehicle. Take Price is the amount for which the vehicle can be purchased as defined by the contact at each dealership.
- The baseline is defined as a vehicle ready for sale by a dealer. A typical vehicle has not been prepared for dealer sale. Baseline Adjustments aligns a typical vehicle with a vehicle ready for sale by a dealer.
- All dollar adjustments are determined by surveys, inspections, and interviews with dealerships across the United States.

Guidebook Reference Amount

The N.A.D.A. Official Used Car Guide Value for this vehicle is:

Base vehicle value	$17,625
Mileage adjustment	$975
Option(s) adjustment	$600
Package(s) adjustment	$0
Total	$19,200

The above value was calculated using the reported loss date of 02/16/2004 using the SOUTHEASTERN edition of the N.A.D.A. publication.

The N.A.D.A. Official Used Car Guide Value is provided pursuant to a license with the NADA Services Corporation.

Salvage Title Threshold

Salvage title threshold amount: **$15,360**

Claim reference: 0084236730101069-01 Report Reference Number: 32079997

Vehicle Appraisal and Valuation Notes

Adjustment amounts are based on a combination of factors including the region of the country, the age of the vehicle, and the type of vehicle. The loss vehicle has been valued in the Southern region as a newer passenger car with 47% less than average mileage of 28,400 .

The following options are not included in valuation: Clearcoat Paint
We have added the following standard options to the loss vehicle: Full Wheel Covers
The following information was provided after the valuation was completed:
03/02 15:22 Post valuation adjustment entered for:
- MILEAGE CHANGED TO 15,000 FROM UNKNOWN
Post valuation adjustment entered for:
- Option(s) removed: Cloth Seats
- Option(s) added: Leather Seats
Post valuation adjustment entered for:
- Option(s) added: AM, FM, Stereo, Compact Disc Player

Your valuation has been prepared in compliance with Section 120-2-52.06(a)(4) of the Rules and Regulations of the Georgia Department of Insurance, governing computerized databases.

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The trade names and/or trademarks used herein are owned by their respective trademark owners.

b

Volkswagen of America, Inc.

Vehicle Inspection Report

Date: June 18, 2004
To: File
From: Michael Zazula
Subject: [redacted]RK Inspection

The vehicle listed below was inspected on March 2, 2004, at:

[redacted]

Alpharetta GA

Vehicle located inside the garage of the above location.

Vehicle Data: 2002 Volkswagen Passat 1.8T GLS Black Exterior

VIN #: WVWPD63B42P[redacted]

Owner Data:
[redacted]

Note:
The vehicle was inside the garage, which is part of the house. The house sustained damage in this incident.

Exterior:

- Extensive fire damage to the entire vehicle.
- All of the tires have been consumed, exposing the steel cords/belts.
- The outer hood skin has separated from the inner support.

Engine Compartment:

- Damage to the entire engine area. Many ancillary components have been damaged and or consumed by the fire.
- The fuel clamps remain on the fuel line.

Interior:

- The fire has consumed the interior.
- The steel seat frames remain.

Trunk:

- The trunk and it's contents have been consumed.

Customer Comments:

- Customer states that on the morning of 02.15.04, she ran some local errands in her Passat. (No running problem reported, weather damp/cold)
- She arrived home around noon, her daughter called her to pick her up. This was approximately 30 mins. After she returned home from running her errands.
- She got into the Passat backed out of the driveway and into the court/circle; noticed vehicle was running "rough"; ***MIL on, first time noticed.*** Proceeded approximately 2 blocks to the stop sign.
- Makes a K-turn and proceeds back home due to rough running condition, does not want to "break-down" on the road.
- ***Parks Passat in driveway*** picks up daughter with her husband's pickup truck.
- Approximately 3pm, she clears out the garage to make room for the vehicle. *Has never parked vehicle in the garage.* ***Pulls Passat into the garage,*** from the driveway, believes the engine may be "wet" wants to dry it out inside the garage. Does not notice if it is running rough, MIL is on; Ms. [redacted] proceeds into the house after turning the vehicle off.
- Approximately 6pm, she and her husband who has since returned from work, enter the garage. Mr. [redacted] checks the oil level, which appears normal, in his opinion, starts the vehicle in the garage, and starts "revving" up the engine. Ms. [redacted] stated, " the engine sounded like it was running rough while the husband was revving it up". Ms. [redacted] states **MIL on**, vehicle was not driven or moved during this time. Mr. [redacted] remarked to Ms. [redacted] "call the dealer tomorrow and have it towed in". Vehicle was turned off, they both entered into the house. **Vehicle in garage overnight.**
- End of Sunday 02.15.04 events.
- Monday 02.16.04
- Ms. [redacted] calls Volkswagen roadside assistance to pickup her vehicle. 8:30 am. They inform her it will be about approximately 1 to 1 ½ hours before they arrive at the house.
- Approximately 9:45 am roadside assistance calls for specific directions, at this time Ms. [redacted] states " ***I went into the garage, opened the garage door,(behind the Passat, 2 car garage) then I started the Passat, I didn't know what way the tow truck was going to tow it so I started up and went back inside the house".*** (She does not remember if MIL was on; the vehicle was running un-attended, inside the garage.)
- "5 Minutes later the smoke alarm in the house started going off, I ran upstairs to see if my daughter was alright, she was fine, ran through the house, but could not smell/see anything. I then proceeded to the garage, through the house. When I opened the door to the garage, I could see smoke coming from the hood line where the fenders meet the hood."
- "I opened the drivers door, turned the key off, (does not know if the engine was still running at this time) which I realized later when I found the key in my back pocket and opened the hood release, I went to the front of the car and opened the hood. It was like a barbeque on top of the engine, flames were shooting up from the top of the engine. I dropped the hood. I

opened the other garage door at this time to get the smoke out of the garage. I ran out of the garage and back into the house through the front door, I got my daughter out and called the fire department. The tow truck driver arrives at some point during this time." (This incident took place in 5 minutes as described by Ms. Richards.)

- At this point the house is involved, fire department arrives and extinguished the fire.

Conclusions:

- The fire incident appears to have originated in the engine compartment.
- It does not appear to be a "fuel-fed" fire.
- The fire incident resulted in damage to the house.
- I hold these opinions to a reasonable degree of engineering certainty.

Michael Zazula
Product Liaison Engineer
Volkswagen of America, Inc.

VWoA's Warranties

(19) "VWoA's Warranties" means, with respect to each Authorized Product, those express written warranties provided with such product or as set forth in the Dealer Warranty Manual for Authorized Products in effect at the time such product is first sold at retail, as well as any express written warranties which VWoA may issue with respect to any product during the course of its service life.

Article 17

General Provisions

Dealer Not an Agent

(1) Dealer will conduct all Dealer's Operations on its own behalf and for its own account. Dealer has no power or authority to act for the Manufacturer or VWoA.

Authority to Sign

(2) Dealer acknowledges that only an Area Executive is authorized on behalf of VWoA to execute this Agreement or to agree to any variation, modification or amendment of any of its provisions or to sign any notice of termination, and that such Agreement, variation, modification, amendment or notice of termination must be countersigned by the President, a Vice President, the Secretary, an Assistant Secretary or a Regional Team Leader of VWoA.

Variations; Modifications; Amendments

(3) This Agreement may not be varied, modified or amended except by an express instrument in writing to that effect signed on behalf of both VWoA and Dealer.

Entire Agreement

(4) This instrument contains the entire agreement between the parties. No representations or statements other than those expressly set forth or referred to herein were made or relied upon in entering into this Agreement.

Release of Claims under Prior Agreement

(5) This Agreement terminates and supersedes all prior agreements with respect to Authorized Products between the parties, if any. The parties hereby waive, abandon and relinquish any and all claims of any kind and nature arising out of or in connection with any such prior agreement, except for any accounts payable by one party to the other as a result of the purchase of any Authorized Products, audit adjustments or reimbursement for any services.

Agreement Non-transferable

(6) No part of this Agreement nor any interest in this Agreement may be transferred by Dealer without the prior written consent of VWoA.

Defense and Indemnification

(7) VWoA will, upon Dealer's written request:

(a) Defend Dealer against any and all claims for breach of VWoA's Warranties, bodily injury or death, or for physical damage to or destruction of property, that, during the term of this Agreement, may be asserted against Dealer in any action solely by reason of a manufacturing defect or design deficiency in

(i) an Authorized Product; or

(ii) a product of the same line-make formerly supplied by VWoA pursuant to a former dealer agreement; and

(b) Hold Dealer harmless from any and all settlements made and final judgments rendered with respect to such claims;

provided, that in each case Dealer promptly notifies VWoA in writing of the commencement of such action against Dealer and cooperates fully in the defense of such action in such manner and to such extent as VWoA may require. However, such defense and indemnification by VWoA will not be required if any fact indicates that any negligence, error, omission, act, failure, breach, statement or representation of Dealer may have caused or contributed to the claim asserted against Dealer or if VWoA determines that such action seeks recovery for allegations other than those described in Article 17(7)(a).

Notices

(8) Any notices under or pursuant to the provisions of this Agreement will be directed to the respective addresses of the parties stated herein, or, if either party shall have specified another address by notice in writing to the other party, to the address thus last specified. Unless otherwise provided herein, notices shall be deemed effective if sent by certified mail with return receipt requested; by overnight service having a reliable means of confirming delivery; or by personal delivery to any of Dealer's Owners or Executives. Notices shall be deemed effective when received.

Waivers

(9) The waiver by either party of any breach or violation of or default under any provision of this Agreement will not operate as a waiver of such provision or of any subsequent breach or violation thereof or default thereunder. The failure or refusal of VWoA to exercise any right or remedy shall not be deemed to be a waiver or abandonment of any such right or remedy.

Titles

(10) The titles appearing in this Agreement have been inserted for convenient reference only and do not in any way affect the construction, interpretation or meaning of the text.

Civil Action No. [redacted] 15-5-11536

State Court ☐ DEKALB

GEORGIA, [redacted] COUNTY

Attorney's Address Steven J. Kyle
Bovis, Kyle & Burch, LLC
53 Perimeter Center East, 3rd Floor
Atlanta, GA 30346

[redacted] and
Central Mutual Insurance Company
Plaintiff

VS.

Volkswagen of America, Inc., and Jim Ellis Atlanta, Inc.
Defendant

Name and Address of Party to be Served
Jim Ellis Atlanta, Inc.
c/o Registered Agent, Rafe Banks III
309 Pirkle Ferry road
Bldg. F
Cumming, GA 30040

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL ☐ I have this day served ..... personally with a copy of the within action and summons.

NOTORIOUS ☐ I have this day served ..... by leaving a copy of the action and summons at his most notorious place of abode in this County.

Delivered same into hands of ..... described as follows

age, about ..... years; weight, about ..... pounds; height, about ..... feet and ..... inches, domiciled at the residence of defendant.

CORPORATION ☒ Served Jim Ellis Atlanta, Inc. a corporation

by leaving a copy of the within action and summons with Lisa Sills in charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL ☐ I have this day served the above affidavit and summons on the defendant(s)/Party by posting a copy of the same to the door of the premises designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s)/Party at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s)/Party to answer said summons at the place stated in the summons.

NON EST ☐ Diligent search made and ..... not to be found in the jurisdiction of this Court.

THE DEFENDANT/PARTY IS REQUIRED TO:
answer a Proceeding Against Tenant Holding Over on or before the _____ day of _____
20 _____ at the hour and place stated in the summons.

This 11th day of January, 2015

DEPUTY

[redacted] COUNTY, GEORGIA
FORSYTH

WHITE: Clerk CANARY: Plaintiff PINK: Defendant

STATE COURT OF DEKALB COUNTY
GEORGIA, DEKALB COUNTY
SUMMONS

Action No. 05A36983-3

[ ] ANSWER
[ ] JURY 12 PERSON

[redacted]

Central Mutual Insurance Company
c/o Steven J. Kyle, Esquire
Bovis, Kyle & Burch, LLC
53 Perimeter Center East
Third Floor
Atlanta, GA 30346
(Plaintiff's name and address)

vs

Volkswagen of America, Inc. and
Jim Ellis Atlanta, Inc.

(Defendant's name and address)

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of State Court, Room 104, DeKalb County Courthouse, 556 N. McDonough Street, Decatur, Georgia 30030 and serve upon the plaintiff's attorney, to wit:

Steven J. Kyle
(Name)
Bovis, Kyle & Burch, LLC
(Address)
53 Perimeter Center East, 3rd Floor, Atlanta, GA 30346
(Phone Number) (770) 391-9100 (Georgia Bar No.) 430700

an ANSWER to the complaint which is herewith served upon you, within thirty (30) days after service upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. (Plus cost of this action.)

Filed this the 27 day of July 2005

Kenneth Cheek, Clerk
State Court of DeKalb County
By _____
Deputy Clerk, State Court of DeKalb County

Defendant's Attorney
Address
Phone No. Georgia Bar No.

Third Party Attorney
Address
Phone No. Georgia Bar No.

TYPE OF SUIT

	Tort	
☐ Account	☐ Auto Accident	Principal $
☐ Contract	☐ Premises Liability	
☐ Note	☐ Medical Malpractice	Interest $
☐ Personal Property	☐ Other Professional Negligence	
☐ Attachment	☒ Product Liability	Atty Fees $
☐ Other:		
☐ Appeal/ Review	☐ Transferred From	Court Cost $

(Attach Blue to ORIGINAL and White to SERVICE COPY of complaint)

sum2002

Volkswagen of America, Inc.

3800 Hamlin Road
Auburn Hills, MI 48326
Tel: (248) 754-5000

To: Dealer Principals, General Managers, Parts Managers

Subject: Automotive Parts Content Labels and Insurance Cost Information Regulations

The National Highway Traffic Safety Administration (NHTSA) sent to us and to other manufacturers a letter stating that an inspection of dealerships has revealed that some of the Automotive Parts Content labels required by Federal law are missing on the vehicles and/or obstructed by another label and that the insurance cost information booklets required by Federal regulation to be available for all perspective purchasers at the dealerships were not available as required by Title 49, Code of Federal Regulations Part 582.

The Automobile Parts Content labels are provided on the Monroney label of all the new Volkswagen vehicles shipped to you. Accordingly, the vehicles comply with the applicable regulations if the Monroney label is left undisturbed on the vehicle until it is actually sold and if the label is not obstructed or otherwise tampered with in any manner. We request that you review your procedures to assure that all Monroney labels are treated in compliance with the applicable law.

The Insurance Cost Information booklets are provided to you by NHTSA or are available from its website (www.nhtsa.dot.gov/cars/problems/studies/InsCost) where the booklet can be downloaded for customers. NHTSA publishes an annual notice in the Federal Register (for 2005, this appeared on April 11, 2005, Federal Register Volume 70, No. 68 on page 18457). NHTSA states that a copy of the booklet is mailed to each dealer for whom it has an address for mailing the Department of Energy "Gas Mileage Guide". A copy of that Federal Register notice is also attached to this letter.

The issues dealt with in this letter concern compliance with Federal laws and regulations and your cooperation in maintaining compliance is appreciated. NHTSA pointed out in its letter that non-compliance "could result in civil penalties in accordance with Title 49, U.S. Code, Chapter 323, of not more than $1000 for each violation, with a maximum penalty of $400,000 for a related series of violations."

Sincerely,

Bill Gelgota
Dealer Relations
Volkswagen of America

OMB receives it within 30 days of publication.

Issued in Washington, DC, on April 1, 2005.

Marlene Markison,

Associate Administrator for Injury Control Operations & Resources.

[FR Doc. 05–7205 Filed 4–8–05; 8:45 am]

BILLING CODE 4910–59–P

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

[Docket No. NHTSA 2005–20386]

Insurance Cost Information Regulation

AGENCY: National Highway Traffic Safety Administration (NHTSA), DOT.

ACTION: Notice of Availability.

SUMMARY: This notice announces publication by NHTSA of the 2005 text and data for the annual insurance cost information booklet that all car dealers must make available to prospective purchasers, pursuant to 49 CFR 582.4. This information is intended to assist prospective purchasers in comparing differences in passenger vehicle collision loss experience that could affect auto insurance costs.

ADDRESSES: Interested persons may obtain a copy of this booklet by contacting the U.S. Department of Transportation, Docket Management, Room PL–401, 400 Seventh Street, SW., Washington, DC 20590. [Docket hours are from 10 a.m. to 5 p.m.].

FOR FURTHER INFORMATION CONTACT: Ms. Rosalind Proctor, Chief, Consumer Standards Division, NHTSA, 400 Seventh Street SW., Washington, DC 20590 (202–366–0846).

SUPPLEMENTARY INFORMATION: Pursuant to section 201(e) of the Motor Vehicle Information and Cost Savings Act, 15 U.S.C. 1941(e), on March 5, 1993, 58 FR 12545, the National Highway Traffic Safety Administration (NHTSA) amended 49 CFR Part 582, *Insurance Cost Information Regulation*, to require all dealers of automobiles to distribute to prospective customers information that compares differences in insurance costs of different makes and models of passenger cars based on differences in damage susceptibility.

Pursuant to 49 CFR 582.4, all automobile dealers are required to make available to prospective purchasers booklets that include this comparative information as well as certain mandatory explanatory text that is set out in section 582.5. Early each year, NHTSA produces this booklet updating the Highway Loss Data Institute's (HLDI) December Insurance Collision Report.

NHTSA is mailing a copy of the 2005 booklet to each dealer that the Department of Energy uses to distribute the "Gas Mileage Guide." Dealers will have the responsibility of reproducing a sufficient number of copies of the booklet to assure that they are available for retention by prospective purchasers by May 11, 2005. Dealers who do not receive a copy of the booklet within 15 days of the date of this notice should contact Ms. Rosalind Proctor of NHTSA's Office of International Policy, Fuel Economy and Consumer Programs (202) 366–0846 to receive a copy of the booklet and to be added to the mailing list. Dealers may also obtain a copy of the booklet through the NHTSA Web page at: *http://www.nhtsa.dot.gov/cars/problems/studies/InsCost.* (49 U.S.C. 32302; delegation of authority at 49 CFR 1.50(f).)

Issued on: April 1, 2005.

Roger A. Saul,

Director, Crashworthiness Standards.

[FR Doc. 05–7207 Filed 4–8–05; 8:45 am]

BILLING CODE 4910–59–P

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

Petition To Modify an Exemption of a Previously Approved Antitheft Device; General Motors Corporation

AGENCY: National Highway Traffic Safety Administration (NHTSA) Department of Transportation (DOT).

ACTION: Grant of a petition to modify an exemption from the Parts Making Requirements of a previously approved antitheft device.

SUMMARY: This notice grants in full GM's second petition to modify the exemption of the previously approved antitheft device for the Cadillac DeVille vehicle line beginning with model year (MY) 2006. This notice also acknowledges GM's notification that the nameplate for the Cadillac DeVille vehicle line will be changed to Cadillac DTS beginning with the 2006 model year. NHTSA is granting GM's petition to modify the exemption because it has determined that, based on substantial evidence provided by GM, that the modified antitheft device described in GM's petition is likely to be as effective in reducing and deterring motor vehicle theft as compliance with the parts-making requirements.

DATES: The exemption granted by this notice is effective beginning with model year (MY) 2006.

FOR FURTHER INFORMATION CONTACT: Ms. Rosalind Proctor, Office of International Policy, Fuel Economy and Consumer Programs, NHTSA, 400 Seventh Street, SW., Washington, DC 20590. Ms. Proctor's telephone number is (202) 366–0846. Her fax number is (202) 493–2290.

SUPPLEMENTARY INFORMATION: On April 27, 1990, NHTSA published in the **Federal Register** a notice granting in part the petition from GM for an exemption from the parts-making requirements of the Theft Prevention Standard (49 CFR Part 541) for the MY 1991 Cadillac DeVille vehicle line. The DeVille was equipped with the "PASS-Key" antitheft device (*see* 55 FR 17854). On June 2, 1999, NHTS published in the **Federal Register** a notice granting in full GM's petition for modification of the previously approved antitheft device for the Cadillac DeVille vehicle line beginning with the 2000 model year. The DeVille was equipped with the "PASS-Key III" antitheft device (*see* 64 FR 29736). On February 15, 2005, GM submitted a second petition to modify an exemption of its existing antitheft device. GM's submission is a complete petition, as required by 49 CFR 543.9(d), in that it meets the general requirements contained in 49 CFR 543.5 and the specific content requirements of 49 CFR 543.6 GM's petition provides a detailed description of the identity, design and location of the components of the antitheft system proposed for installation beginning with the 2006 model year.

GM's petition also informed the agency of its planned nameplate change for the Cadillac DeVille to the Cadillac DTS nameplate beginning with the 2006 model year. GM stated that the Cadillac DeVille will continue to be built on the existing "K" car platform from which the Cadillac DeVille line is currently built.

GM stated that the current antitheft device ("PASS-Key III") installed on the Cadillac DeVille vehicle line provides protection against unauthorized starting and fueling of the vehicle engine.

GM stated that the antitheft device is designed to be active at all times without direct intervention by the vehicle operator, and that no specific or discrete security system action is necessary to achieve protection of the device. The device is fully armed immediately after the vehicle has been turned off and the key has been removed.

VDF/Claim Information for: WVWPD63B42P[redacted]

Vehicle Information

Model Year	2002	**Status**	Active	**Shipping Num**	024
Make/Model/Sub	VLK / PAS / Passat GLS	**Eng Family**		**Invoice Num**	02611
Sales Model	3B34K5	**Prod Date**	03/13/2002	**Invoice Date**	
Factory Model	3B34K5	**Ign Key**		**Order POE**	UO
Exterior Color	BLACK EXTERIOR	**A/C Installed**		**Deliver POE**	UO
		Source	US Delivery from Europe		
Interior Color	BLACK	**Engine#**	AWM 118745		
In Service Date	04/13/2002		**Expires**	**Miles**	
Demo Ext Num		**Base Warranty**	04/2006	50	
Addl Wrnty Num		**Demo Warranty**		0	
# Claims 2	$116.00	**Addl Warranty**		0	
		Addl Wrnty Typ	Not Applicable		

Ordered By	407988	Brunswick CCC
Billed To	407228	Jim Ellis Motors, Inc.
Sales Options	PHL,PJ6,PLD,RMA	
Factory Options	PHL,PJ6,PLD,RMA,ST5	

Paid off

Purchase History

Dealer ID	Dealer Name	Delivery Date	Kind of Sale	Customer
407228	Jim Ellis Motors, Inc.	04/13/2002	New Incentive B	Krista Richards

Repair/Campaign History

Dealer ID	Dealer Name	Claim	Type	Part Id	Part Description	Repair Date	Paid Amt	Odom Unit	Measure	Audit	Ctr
407228	Jim Ellis Motors, Inc.	18452BC	FM	27T6	BATTERY TESTED OK,	2002/04/15	$15.00	0	Miles	200217	99
407228	Jim Ellis Motors, Inc.	18452AC	FM	0PDI	VW DELIVERY SATISFACTIO	2002/04/13	$101.00	0	Miles	200218	98

Camp	Description	Disp	Reimb.	Dealer ID	Dealer Name	Claim	Audit
WG	IGNITION COIL REPLACEMENT	N					
WK	INSTALL RR WHEEL HOUSE LINER	N					
WV	Unknown	N					
YF	ECM FLASHING - 2002 PASSAT 01-02 A4/A6	N					

First 5/29/03 — 3/3 Marie Cutter X4856 — notifications - LVMM

~~2/25/04~~

11/28/03 re notifications mailed to 12/3/03

class action

B. Lesky X4734

THE BACK OF THIS CHECK PRINTED ON BLUE PAPER CONTAINS A SIMULATED WATERMARK

COMERICA
Comerica Bank & Trust, N.A.

No. 70720243
74-478
724

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Date
10/27/2004

Amount USD
$ ********20,876.20

Pay *TWENTY THOUSAND EIGHT HUNDRED SEVENTY-SIX**********and 20/100

to the order of:

GEICO DIRECT
4295 OCMULGEE EAST BLVD.
MACON GA 31295-0001

Authorized Signature

[redacted]

Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Check: [redacted]
Date: **10/27/2004**
Document: [redacted]
Pay Type: **07**

Supplier: **1002023483**
GEICO DIRECT

Reference	Date	Our Ref.	Gross	Discount	Net
[redacted]	10/22/2004	1200109966	20,876.20	0.00	20,876.20
	242578 - [redacted]	STLMT			

TOTAL **USD** **$ ********20,876.20**

Must be presented for payment within 45 days

If you have any questions regarding this payment, please contact:

Lynn Moorhead (201) 227-7914

SALVAGE (1) PRESERVE EVIDENCE: N

CLAIM INFORMATION

CLAIM NUMBER	OWNERS NAME	LOSS DT	LOSS ST
[redacted]	[redacted]	02 16 04	GA

POLICY#	1ST YR	CO	FCC	NO SYM	FEA ST	ADJ	FIELD ADJ	SALV CLRK
[redacted]		13	02	01 PFI	C	F003	C760	U97S25

DOB: DRV LICENSE#: SS#: [redacted]
DIARY: NOTE: TT: ?

SALVAGE INFORMATION

LOG#	OPENED	AWARD	PMT RECVD
GA70400254	03 03 04		
DISP	CLOSE DT	NO OF BIDS	
R	08 31 04		

VEHICLE INFORMATION

YR	MAKE	MODEL	STYLE	COLOR
02	VOLK	PASSAT GLS		BLACK

VIN#: WVWPD63B42E[redacted]6 TAG#: UNK TAG ST: GA MILEAGE:
REQUIRED: DOLLIES: WINCHING: FLAT BED:
ENG SERIAL#: ENG MISSING?: TRANS SERIAL#:
TRANS MISSING?: CHASSIS SERIAL#: VIN PLATE MISSING?:

HELP (PF1) SALV2 (PF8)
VECTORING TRAN: SALVU KEY: [redacted]

CLOSED

SS030

SALVAGE (2)

OWNER: [redacted] LOG# [redacted]

---------- CHARGES/PAYMENT AMOUNTS ----------

STORAGE CHARGES:	$	DAILY CHARGES:	$
TOWING CHARGES:	$	TOTAL LOSS AMT:	$ 20376.20
SALV. POOL CHARGES:	$	GROSS SALV AMT:	$
MISC CHARGES	$	NET SALVAGE AMT:	$ 0.00
TOTAL CHARGES	$		

---------- BUYER INFORMATION ----------

LOC: SALV YARD: R GA7

SALV RETAINED BY OWNER: X RETAINED BY SALV YARD:

BUYER NAME: [redacted]

BUYER BUSINESS NAME:

ADDRESS: [redacted] PO BOX:

CITY: ALPHARETTA STATE: GA ZIP: [redacted] PHONE#:

---------- INDEPENDENT ADJUSTER ----------

NAME: DE17R / FRED PARKER PH#: ASSIGNED DT:

---------- MISC INFORMATION ----------

COMMENTS: INSD HOMEOWNERS INSURANCE RETAINED VEHICLE FOR INVESTIGATION PURPOSE
S. VEH HAD NO SALVAGE VALUE

HELP (PF1) SALV1 (PF7)

VECTORING TRAN: SALVU KEY: [redacted]

GEICO
AUTO DAMAGE TOTAL LOSS
CLOSING REPORT

5803

Claim Number: [redacted] Date: 03/05/2004
Vehicle Owner [redacted] ☒ Insured ☐ Claimant
Pay Code _____ Deductible 250.00
Adjuster VINCE VLASZ Total Loss Evaluator _____
Yr. 2002 Make VW Model PASSAT GLS Mileage UNK
VIN WVWPD63B42P[redacted] Tag 718 YYN St GA Color BLACK
Salvage Log# [redacted] Date 3/3/04 Evaluation# 32079997

Towing/Storage/Miscellaneous Charges

1st Tow $ NONE ☐ Paid by Adjuster ☐ Secondary Tow Used
2nd Tow $ _____ ☐ Paid by Adjuster
Tear Down $ _____ ☐ Paid by Adjuster
Total Storage $ _____ ☐ Paid by Adjuster Storage $ _____ @ _____ Days
Total Charges $ _____

Salvage Information and Bids

☐ Owner Retention ☐ GEICO Owned Theft Recovery
☒ Fire Loss ☐ Deductible Waived ☐ Personal Items Addressed

Permission to Move Given by _____ On _____
Salvage Move Requested _____ Moved to _____ Stock# 440JX46 $25

☐ Vehicle Sold at Pool -- No Bids Required
Bids

Salvage Dealer	Contact	Reference#	Amount of Bid

Disposition of keys: ☐ Keys obtained ☐ Tower ☒ Owner ☐ Unknown

Lien Holder Information

Name VOLKSWAGON CREDIT IN Acct# [redacted] Contact _____
Address 1401 FRANKLIN BLVD City LIBERTYVILLE State IL Zip [redacted]
Phone 800-428-4034 Fax _____ Title# _____ State _____
Pay Off $ 21,364.56 Interest Per Day $ _____ Pay off good to 3/12/04
Name as it appears on the title _____

Comparison Cars

Dealer	Person	Model/Options	Price

Civil Action No. [redacted]

☐ State Court

GEORGIA, ~~COBB~~ DEKALB COUNTY

Attorney's Address Steven J. Kyle
Bovis, Kyle & Burch, LLC
53 Perimeter Center East, 3rd Floor
Atlanta, GA 30346

[redacted] and
Central Mutual Insurance Company
Plaintiff

VS.

Volkswagen of America, Inc, and Jim Ellis Atlanta, Inc.
Defendant

Name and Address of Party to be Served

Volkswagen of America, Inc.
c/o Corporation Process Company
180 Cherokee Street NE
Marietta, GA 30060

Garnishee

SHERIFF'S ENTRY OF SERVICE

PERSONAL

☐ I have this day served ..... personally with a copy of the within action and summons.

NOTORIOUS

I have this day served ..... by leaving a copy of the action and summons at his most notorious place of abode in this County.

☐ Delivered same into hands of ..... described as follows

age, about ..... years; weight, about ..... pounds; height, about ..... feet and ..... inches, domiciled at the residence of defendant.

CORPORATION

Served Volkswagen of America Inc C/O Corp Process Co a corporation

☒ by leaving a copy of the within action and summons with B. Hatchett in charge of the office and place of doing business of said Corporation in this County.

TACK & MAIL

☐ I have this day served the above affidavit and summons on the defendant(s)/Party by posting a copy of the same to the door of the premises designated in said affidavit and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s)/Party at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s)/Party to answer said summons at the place stated in the summons.

NON EST

☐ Diligent search made and ..... not to be found in the jurisdiction of this Court.

THE DEFENDANT/PARTY IS REQUIRED TO:
answer a Proceeding Against Tenant Holding Over on or before the _____ day of _____ 20 _____ at the hour and place stated in the summons.

This 4th day of August, 20 05

C. [signature]
DEPUTY

COBB COUNTY, GEORGIA

WHITE: Clerk CANARY: Plaintiff PINK: Defendant

All Customer Contacts for: **Ms.** [redacted]

03/31/2004 01:09:00 PM GUASTEC Case: 040092572

Note To Other - NOTE TO FILE

vehicle and house inspected on 3/2/04 by M. Zazula, PLEC. veh lease paid off (by ins co?) on 3/17/2004. closing CR file pending further contact from atty and/or insurance companies.

02/27/2004 10:43:57 AM GUASTEC Case: 040092572

Note To Other - NOTE TO FILE

spoke to atty on 2/26 - veh serviced at Pep Boys. advised atty we will attend inspection on 3/2 (M. Zazula,PLEC)

02/26/2004 11:03:09 AM MILADIN Case: 040092572

Assigned To Other - GUASTEC

02/26/2004 11:02:49 AM MILADIN Case: 040092572

Note To User -

Carol will take over the case and contact the attorney.

02/26/2004 11:01:25 AM MILADIN Case: 040092572

Call To Dealership Personnel - Rodney @ Jim Ellis Volkswagen, Inc. (407218)

RC advised to respond to the attorney advising VWoA is now involved and VW will be in touch with them. General Manager states he will respond to the attorney.

02/26/2004 11:01:08 AM MILADIN Case: 040092572

FAX To Product Liason - Carol G.

Faxed the letter to Carol for review.

02/26/2004 11:00:43 AM MILADIN Case: 040092572

FAX From Dealership Personnel - Rodney-GM @ Jim Ellis Volkswagen, Inc. (407218)

GM faxed the letter to RC for review.

02/26/2004 10:59:42 AM MILADIN Case: 040092572

Call To Product Liason - Carol G.

Carol states to fax the letter to her, advise the dealer to respond to the attorney stating VWoA is now involved, Carol will contact the attorney herself, we cannot obtain a fire report due to attorney being involved.

02/26/2004 10:56:14 AM MILADIN Case: 040092572

Call To Dealership Personnel - Rodney Woods-GM @ Jim Ellis Volkswagen, Inc. (407218)

General Manager states they received a letter, he will fax it over, seeking to know what to do. RC advised I will contact PLE and call him back.

02/26/2004 09:47:03 AM MILADIN Case: 040092572

Call From FOM - Joey Heard

QTM called yesterday states (QTM did not have any info to open a case), customer's attorney sent a letter to dealer advising vehilce caught on fire and it caused damaged to the house, states to contact Rodney Woods-GM at 407/218.

All Customer Contacts for: **Ms.** [redacted]

02/16/2004 08:19:00 AM CR_BATCH Case: 040079857

Unknown From Other - ???

spoke with greta from aaa she stated that they needed a new case sent over sent new case over....emily

02/16/2004 08:18:00 AM CR_BATCH Case: 040081511

Unknown From Other - ???

attn aaa: station 5340 standing by...emily

02/16/2004 07:50:00 AM CR_BATCH Case: 040079857

Unknown From Other - ???

Owner declined independent service....Lucretia

02/16/2004 07:49:00 AM CR_BATCH Case: 040079857

Unknown From Other - ???

Attn aaa eta w/in 2hr...MIL lgt flashing/FLTBD ttd...plz c/b4 arrival...c/b# valid...Lucretia dlr ok Gossett VW

04/16/1998 12:00:00 AM CR_BATCH Case: 980092071

Call To Owner - KRISTA DICKERSON @ Curran Volkswagen, Inc. (408083)

SalesPerson: 389 Comments: -SALESPERSON MADE THE EXPERIENCE EXCELLENT BECAUSE HE WAS THOROUGH, EXPLAINED THE CAR WELL, AND DELIVERED THE CAR ASAP.

VDF/Claim Information for: WVW[redacted]063B42P[redacted]

Vehicle Information

Model Year	2002	**Status**	Active	**Shipping Num**	024
Make/Model/Sub	VLK / PAS / Passat GLS	**Eng Family**		**Invoice Num**	02611
Sales Model	3B34K5	**Prod Date**	03/13/2002	**Invoice Date**	
Factory Model	3B34K5	**Ign Key**		**Order POE**	UO
Exterior Color	BLACK EXTERIOR	**A/C Installed**		**Deliver POE**	UO
		Source	US Delivery from Europe		
Interior Color	BLACK	**Engine#**	AWM 118745		
In Service Date	04/13/2002		**Expires**	**Miles**	
Demo Ext Num		**Base Warranty**	04/2006	50	
Addl Wrnty Num		**Demo Warranty**		0	
# Claims 2	$116.00	**Addl Warranty**		0	
		Addl Wrnty Typ	Not Applicable		

Ordered By 407988 Brunswick CCC
Billed To 407228 Jim Ellis Motors, Inc.
Sales Options PHL,PJ6,PLD,RMA
Factory Options PHL,PJ6,PLD,RMA,ST5

Purchase History

Dealer ID	Dealer Name	Delivery Date	Kind of Sale	Customer
407228	Jim Ellis Motors, Inc.	04/13/2002	New Incentive B	Krista Richards

Repair/Campaign History

Dealer ID	Dealer Name	Claim	Type	Part Id	Part Description	Repair Date	Paid Amt	Odom Unit	Measure	Audit	Ctr
407228	Jim Ellis Motors, Inc.	18452BC	FM	27T6	BATTERY TESTED OK	2002/04/15	$15.00	0	Miles	200217	99
407228	Jim Ellis Motors, Inc.	18452AC	FM	0PDI	VW DELIVERY SATISFACTIO	2002/04/13	$101.00	0	Miles	200218	98

Camp	Description	Disp	Reimb.	Dealer ID	Dealer Name	Claim	Audit
WG	IGNITION COIL REPLACEMENT	N					
WK	INSTALL RR WHEEL HOUSE LINER	N					
WV	REFLASH TCM - PASSAT 1.8L AUTOMATIC	N					
YF	ECM FLASHING - 2002 PASSAT 01-02 A4/A6	N					

19566

MZ
inspect
BYR 50410

[redacted]

697

CP
called (ms)
check

3/31/04
Per RC
Replace car (not responsible for house as cust was notified twice re recall)

- NO. see lease paperwork - lease paid off by this co. 2 on 3/17/04
- wait for claims from ins co for auto home and/or further contact from attys

CG 3/31/04

GEICO to submit claim & accept
per RC 5/11/04

5/24 - Called looking for loc of veh - referred them to S. Khachaturian, atty for Homeowners)

Property Damage Report

LoginUser: robertn Back

Report Information

Source System	Product Liaison	**Report Year**	2005
Report Quarter	3	**Submitted Date**	2005-11-30
Reference No	22017	**Notification Date**	2005-11-30
Approval Date	2005-11-18		

Vehicle Information

VIN	WVWPD63B42F[redacted]	**Make**	VLK
Model Year	2002	**Model**	PASSAT

Symptom Information

Comments	ENGINE FIRE CONVERTED TO P/I NUMBER (24S09110/02) TO RECOVER SIGNIFICANT COST FOR HOUSE DAMAGE.
TREAD Category	23

Consumer Complaints Report

LoginUser: lobsigj Back

Report Information

Source System	Product Liaison	**Report Year**	2005
Report Quarter	4	**Report Date**	2005-10-21
Report #	22414	**Notification Date**	2006-03-03

Vehicle Information

VIN	WVWPD63BX3F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT

Symptom Information

Complaint Text	FIRE - DURING STATE INSPECTION 0N 9/31 CUST ADVISED VEH HAD FUEL LEAK - FIRE OCCURRED ON WAY TO DLR 10/25/05 INS CO IS MOVING VEHICLE R. STEVENS, PLEC, TO INSPECT ONCE STORAGE LOCATION IS KNOWN.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

LoginUser: lobsigj Back

Report Information			
Source System	Product Liaison	**Report Year**	2006
Report Quarter	1	**Report Date**	2006-01-23
Report #	22919	**Notification Date**	2006-06-01
Vehicle Information			
VIN	WVWRH63B23F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT
Symptom Information			
Complaint Text	FIRE - ENGINE COMPARTMENT - VEH MOVED TO STORAGE YARD BY STATE FARM INS - NEED PERMISSION TO INSPECT VEH (D. NIELSEN, PLEC)		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

LoginUser: lobsigj Back

Report Information

Source System	Product Liaison	**Report Year**	2006
Report Quarter	1	**Report Date**	2006-03-20
Report #	23187	**Notification Date**	2006-06-01

Vehicle Information

VIN	WVWMD63B13F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT

Symptom Information

Complaint Text	FIRE - MIL LIGHT FLASHING, VEH RUNNING ROUGH PRIOR TO FIRE INCIDENT. S. BYTHEWAY TO INSPECT		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

LoginUser: lobsigj Back

Report Information			
Source System	Product Liaison	**Report Year**	2006
Report Quarter	1	**Report Date**	2006-03-15
Report #	23190	**Notification Date**	2006-06-01
Vehicle Information			
VIN	WVWRH63BX2F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2002	**Model**	PASSAT
Symptom Information			
Complaint Text	FIRE - VEH CAUGHT FIRE WHILE PARKED IN LOT AT CUST'S WORK LOCATION. E. BJORLIN TO INSPEC		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

LoginUser: robertn Back

Report Information			
Source System	Product Liaison	**Report Year**	2006
Report Quarter	3	**Report Date**	2006-07-11
Report #	23798	**Notification Date**	2006-12-05
Vehicle Information			
VIN	WVWUK63B23F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT
Symptom Information			
Complaint Text	FIRE - ENGINE COMPARTMENT 7/11-ASSIGNED INSPECTION TO SCOTT BYTHEWAY. 7/11-LVMM FOR OWNER. 7/31-EMAILED OFFER TO OWNER.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

LoginUser: robertn Back

Report Information

Source System	Product Liaison	**Report Year**	2006
Report Quarter	4	**Report Date**	2006-10-16
Report #	24363	**Notification Date**	2007-03-01

Vehicle Information

VIN	WVWPD63B13F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT

Symptom Information

Complaint Text	FIRE - ENGINE COMPARTMENT 10/17-LVMM FOR STATE FARM REP., ADVISING HER TO CALL ME IF HER INVESTIGATOR'S INSPECTION REVEALED THAT THE LOSS WAS CAUSED BY A MANUFACTURING DEFECT. LEFT CONTACT INFORMATION. PL ON HOLD PENDING NOTIFICATION OF A MANUFACTURING DEFECT OR RECEIPT OF SUBROGATION P/W. CPFA		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

LoginUser: robertn Back

Report Information

Source System	Product Liaison	**Report Year**	2006
Report Quarter	4	**Report Date**	2006-11-22
Report #	24569	**Notification Date**	2007-03-01

Vehicle Information

VIN	WVWPH63B23F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT

Symptom Information

Complaint Text	FIRE - CUST STATES THAT HE WAS DRIVING ON 1-95 FOR ABOUT 1/2 HOUR AND THE VEHICLE SHUT OFF, CUST. STATES THAT BLACK SMOKE STARTED COMING FROM THE ENGINE COMPARTMENT. 11/27-ASSIGNED INSPECTION TO RICH BONATH.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

CASE NAME

[redacted]

CASE NUMBER

_____START

_____CORRESPONDENCE

__X__INVESTIGATION

_____LEGAL

_____DEPOSITIONS

_____INTERROG, ANSWERS

PICT. INVEST.

_____ENDFILE

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

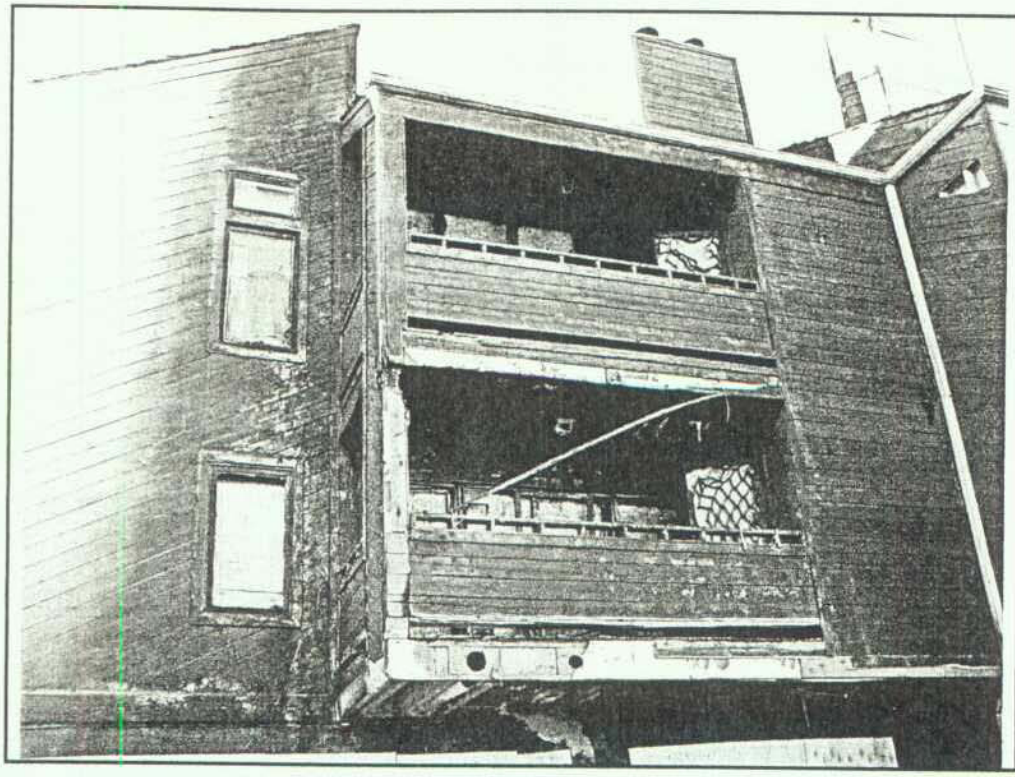

Photo # 1

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

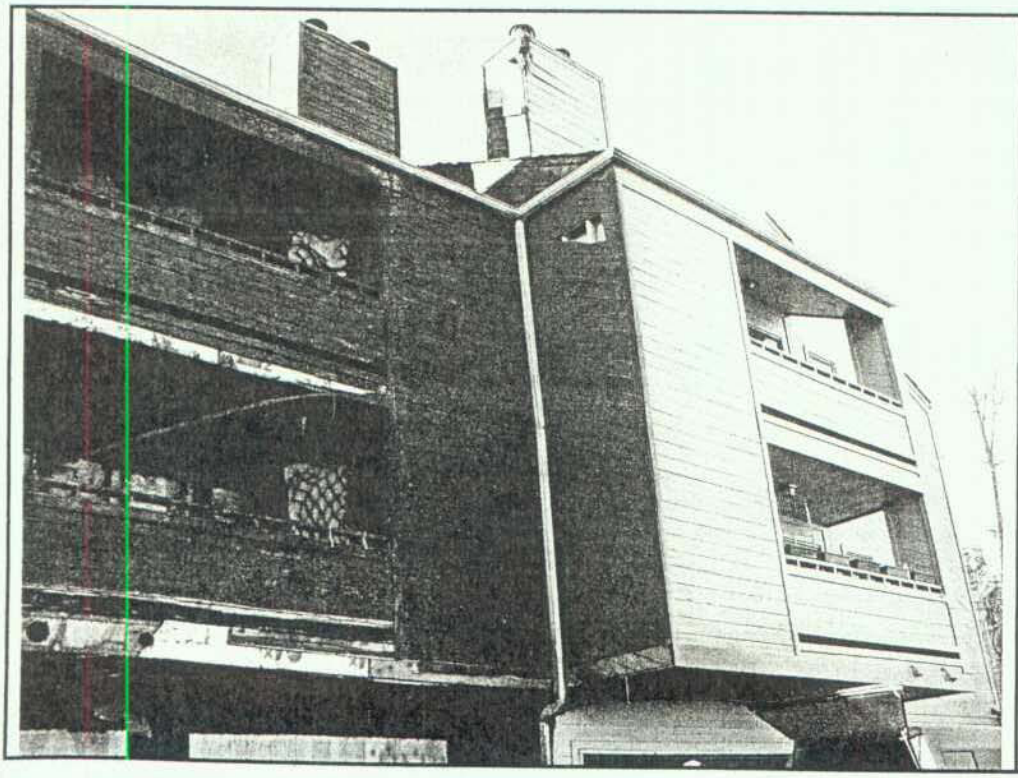

Photo # 2

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

INSURED: [redacted] Photos Taken by: Tony Peterson	FILE #: 040-0010359 Date Taken: 1-14-2005 Time: 3 p.m.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

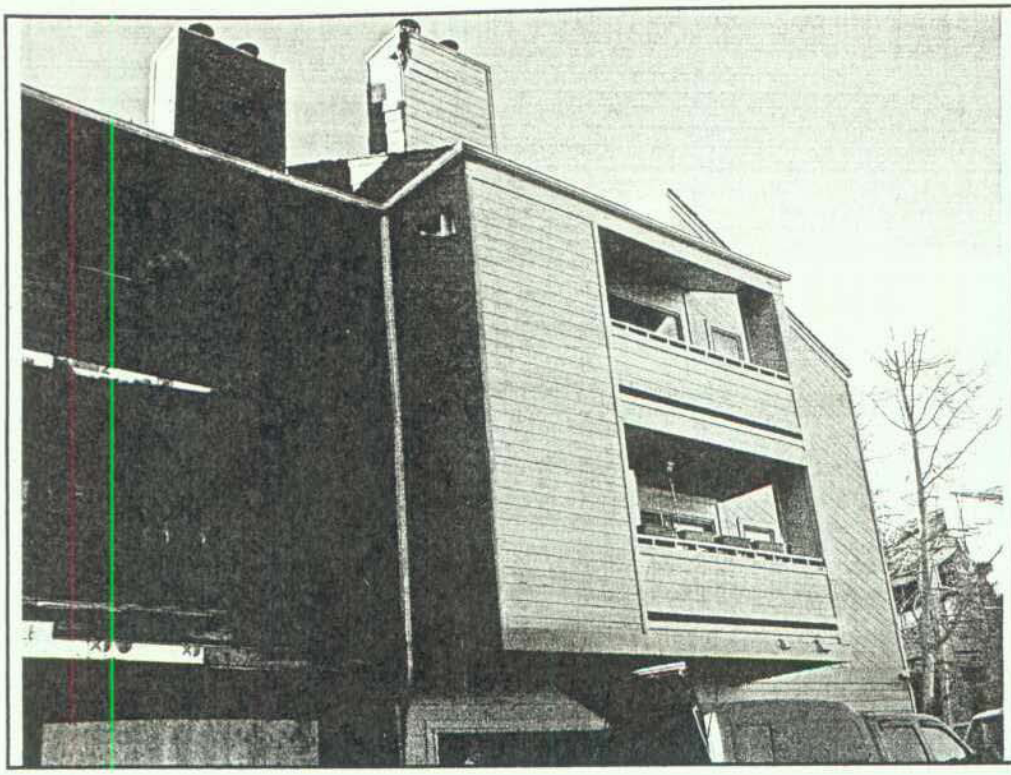

Photo # 3

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

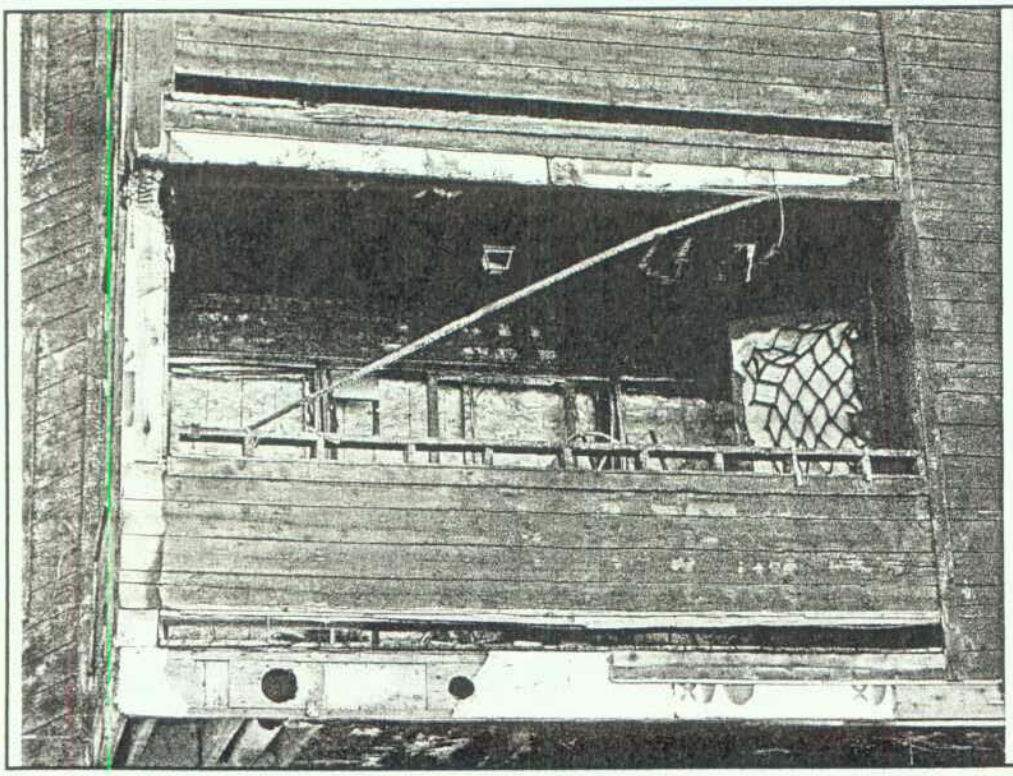

Photo # 4

Extensive damage to exterior and balcony of insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

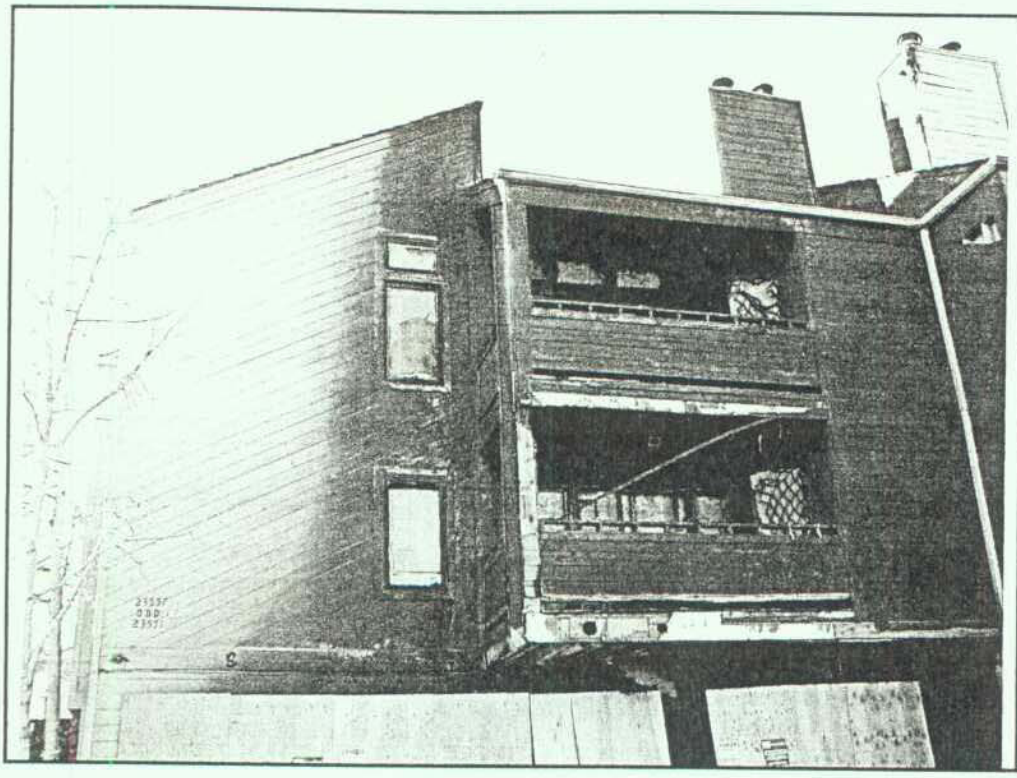

Photo # 5

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

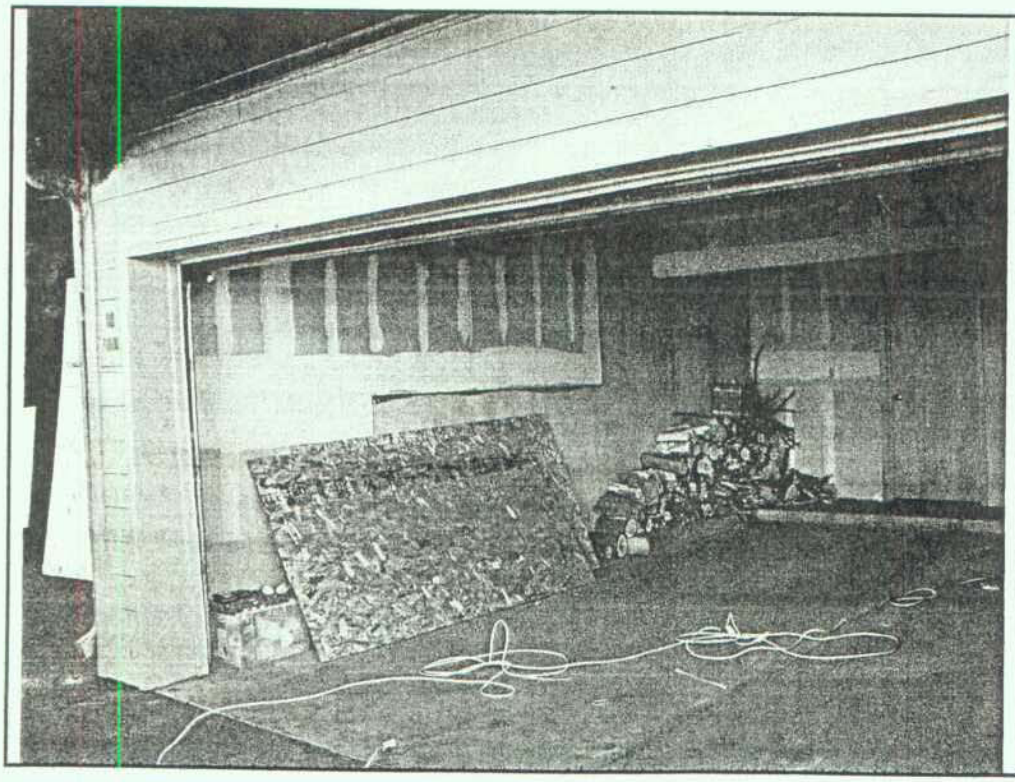

Photo # 6

Minimum damage to two car garage adjacent to insured's garage.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

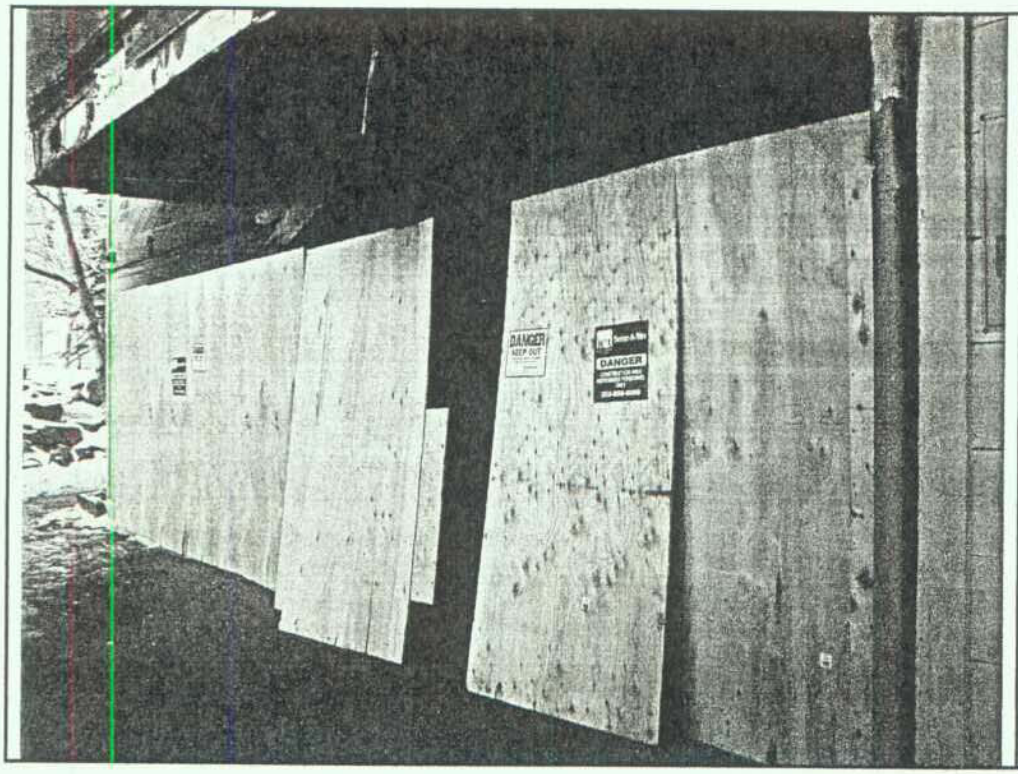

Photo # 7

Boarded up garage entrance directly below insured's condo unit.

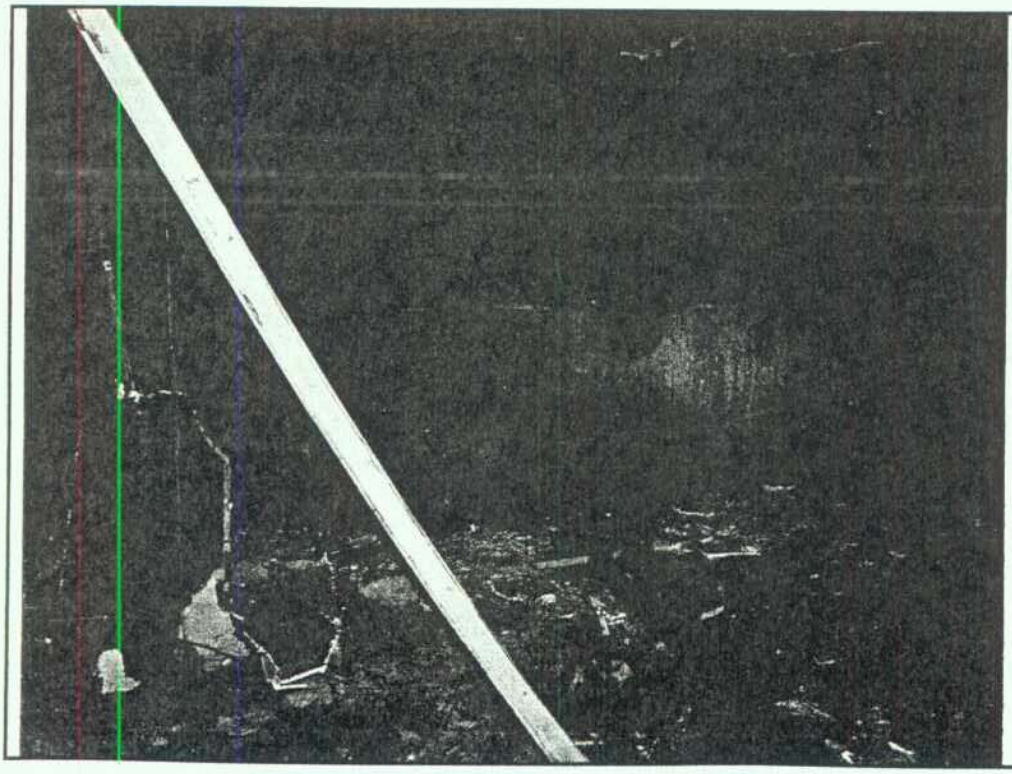

Photo # 8

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

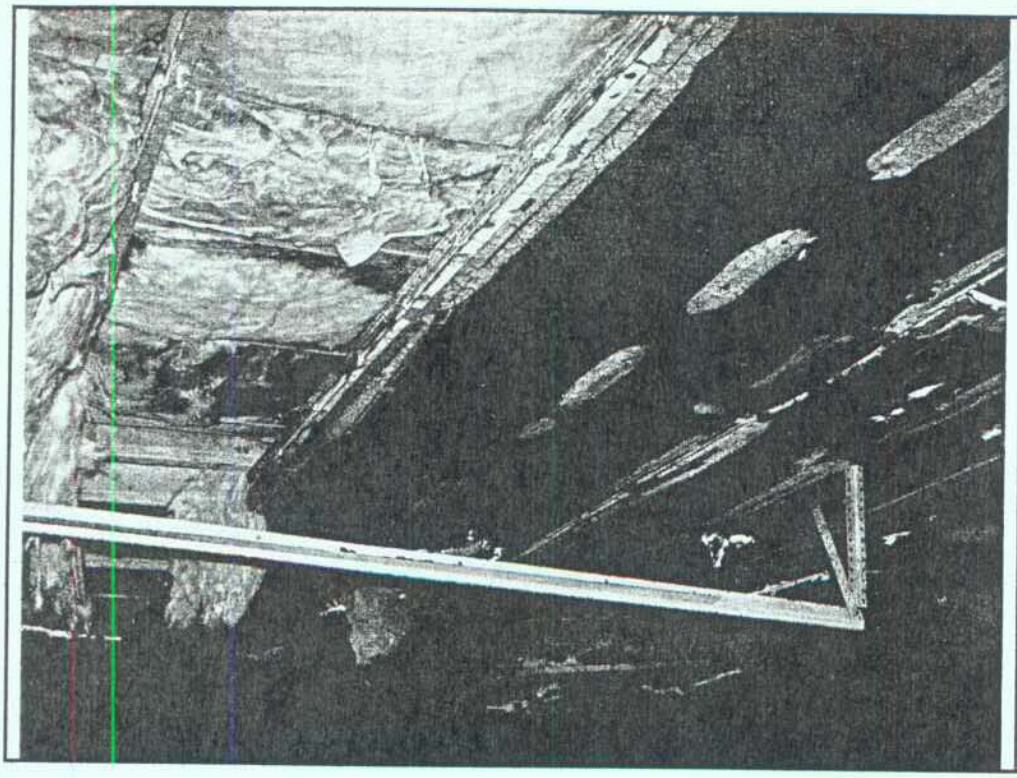

Photo # 9

Fire damage to floor of insured's condo unit inside garage.

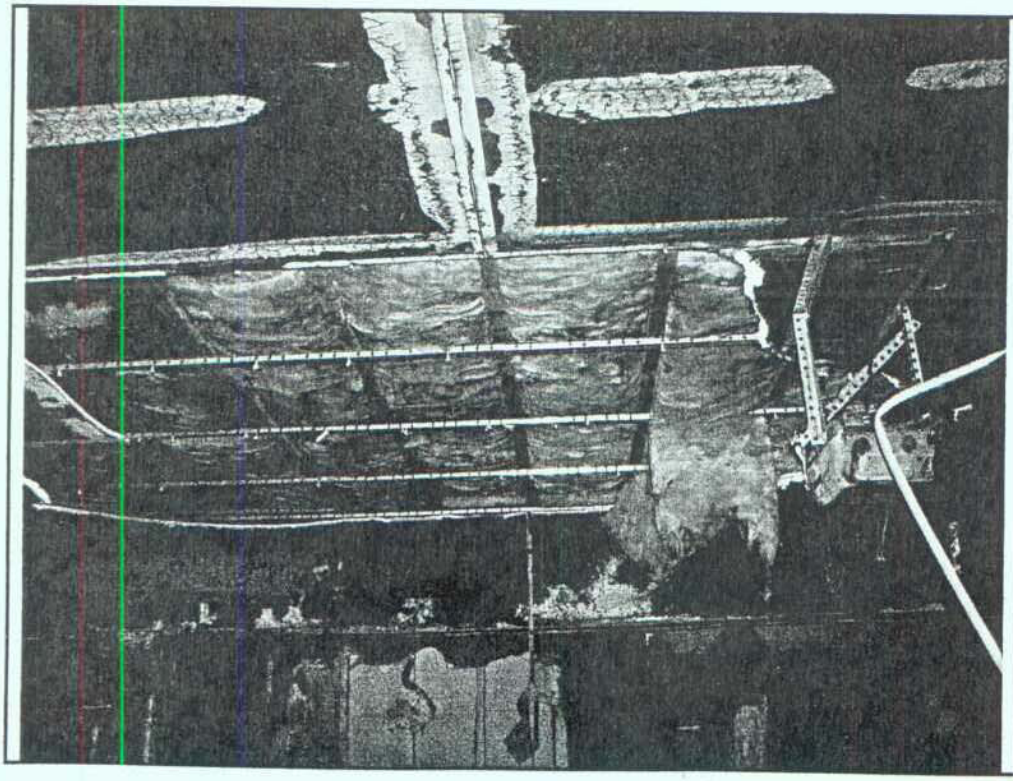

Photo #10

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

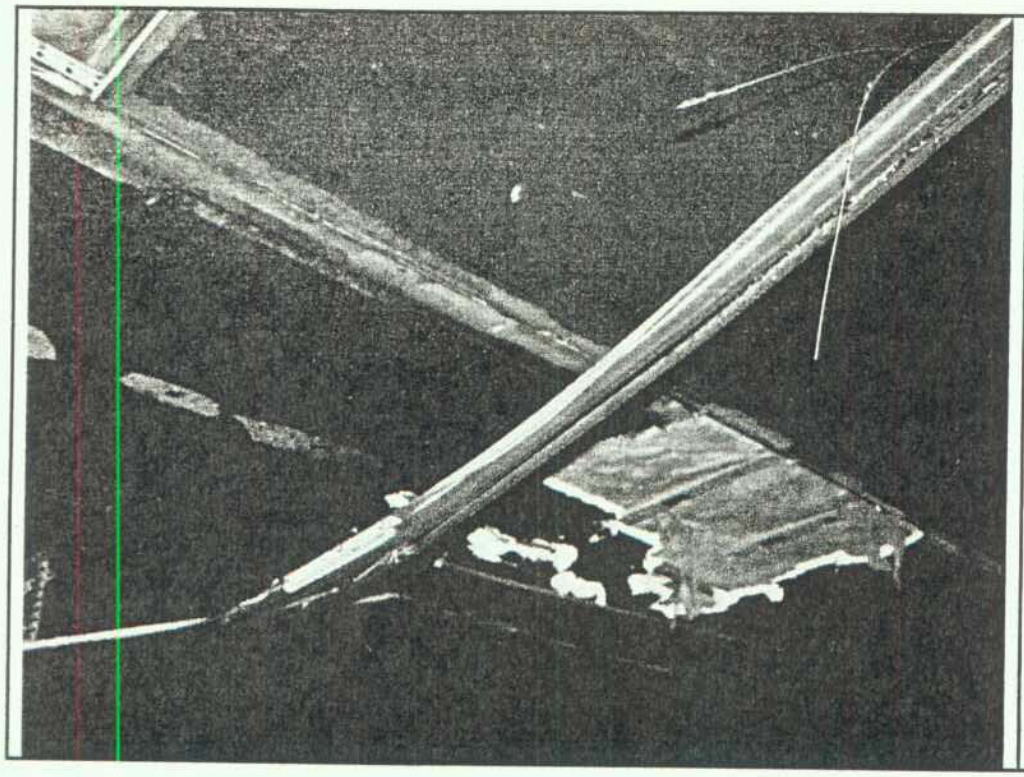

Photo # 11

Fire damage to garage located directly under insured's condo unit.

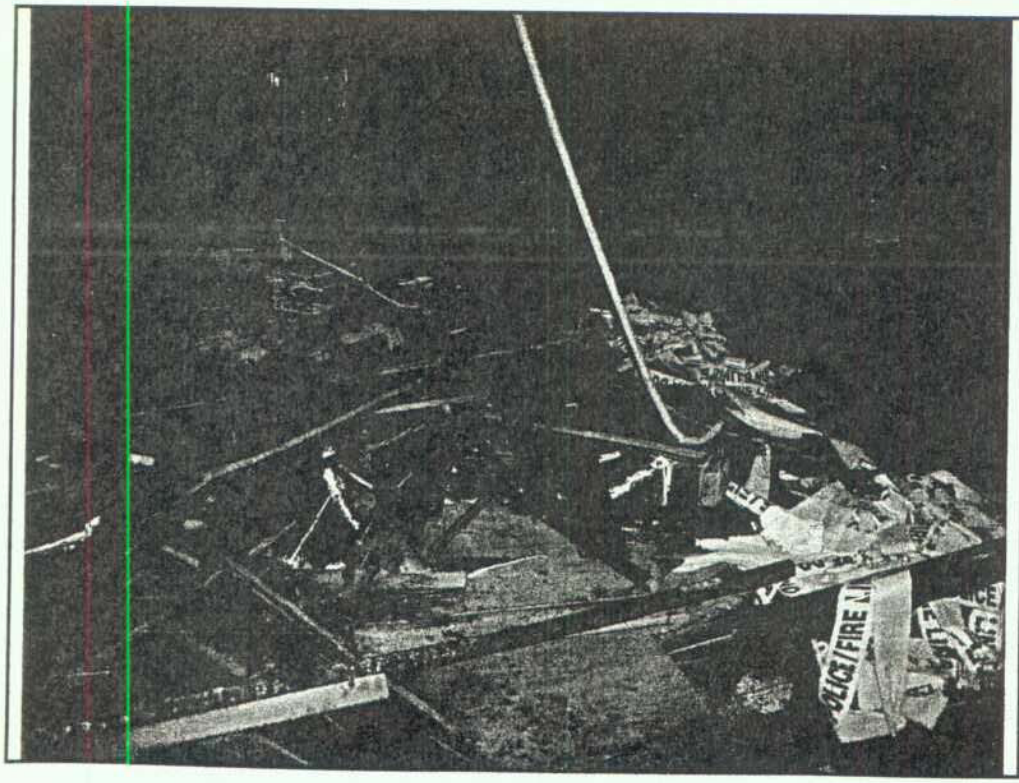

Photo #12

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

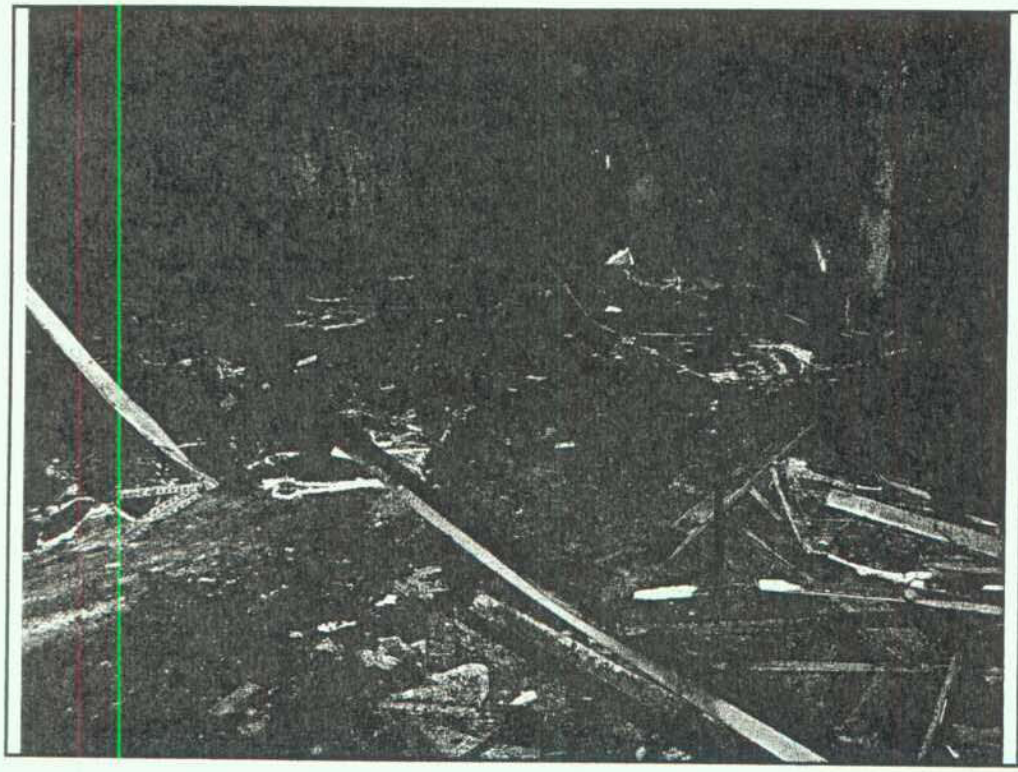

Photo # 13

Fire damage to garage located directly under insured's condo unit.

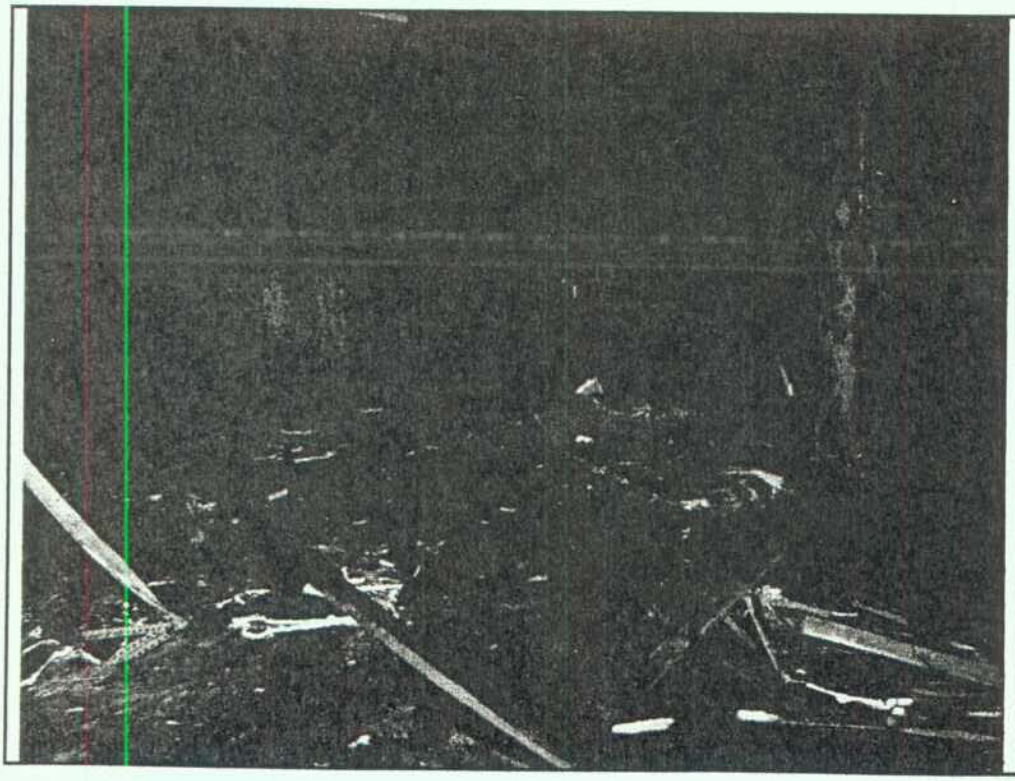

Photo #14

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 15

Fire damage to garage located directly under insured's condo unit.

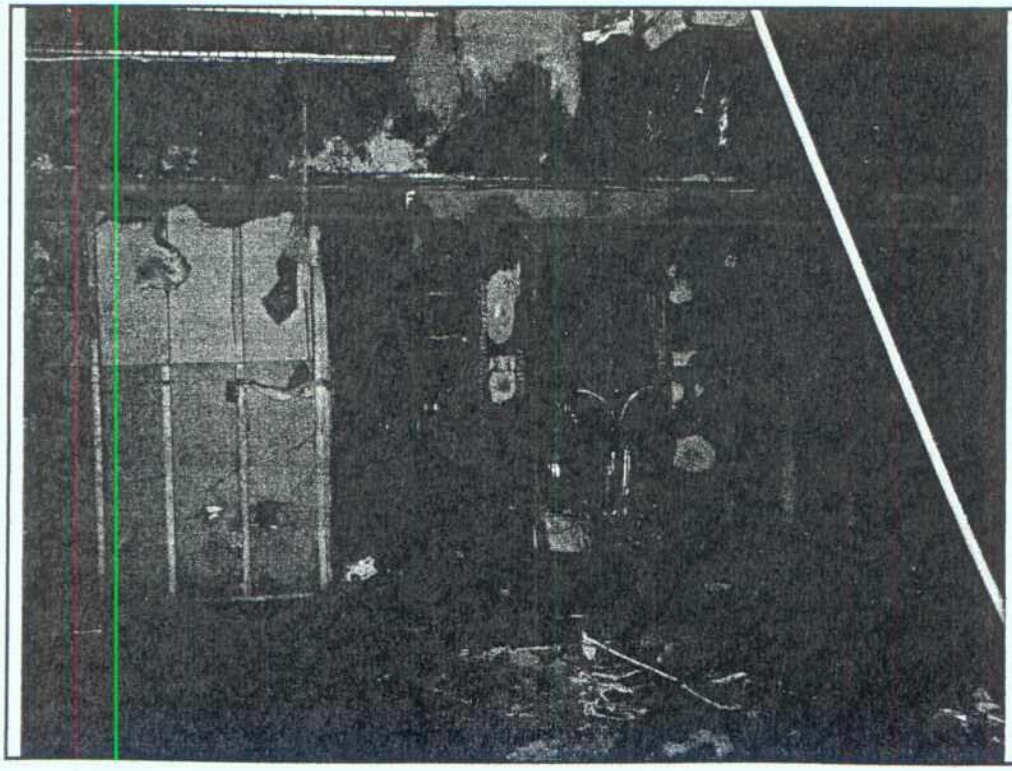

Photo #16

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

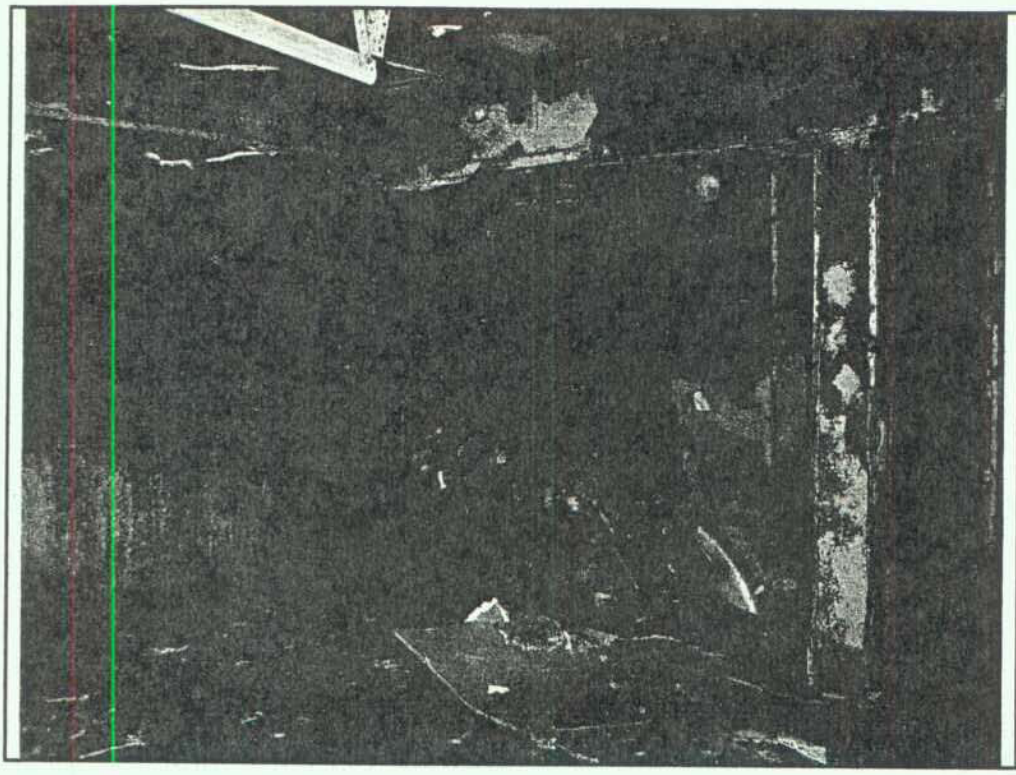

Photo # 17

Total destruction of garage located directly under insured's condo unit and remains of her new car.

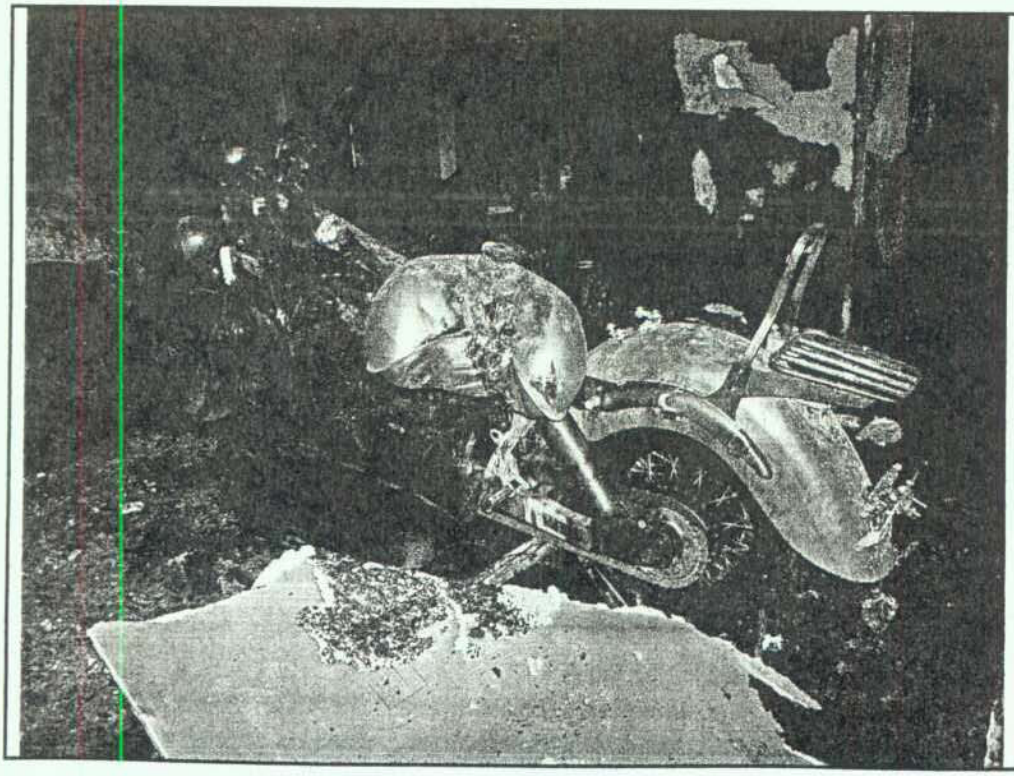

Photo #18

Remains of motorcycle which was ignited from car fire.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

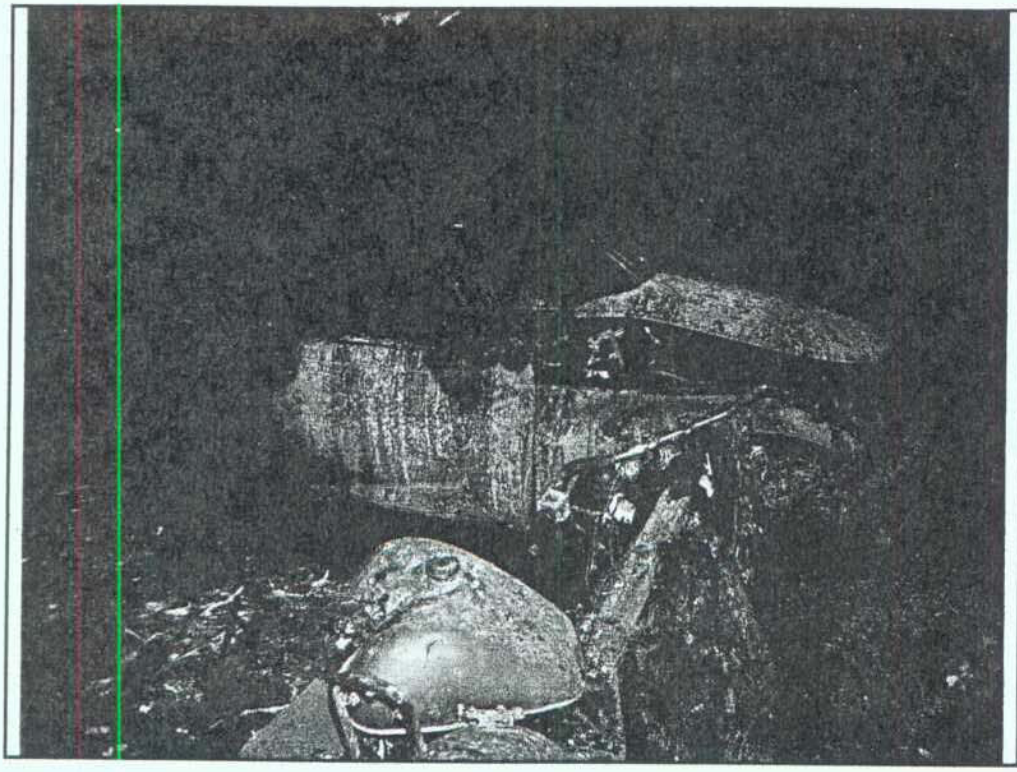

Photo # 19

Remains of insured new 2005 Chrysler PT Cruiser convertible.

Photo #20

Entryway from garage directly under insured's unit to hallway and stairwell.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

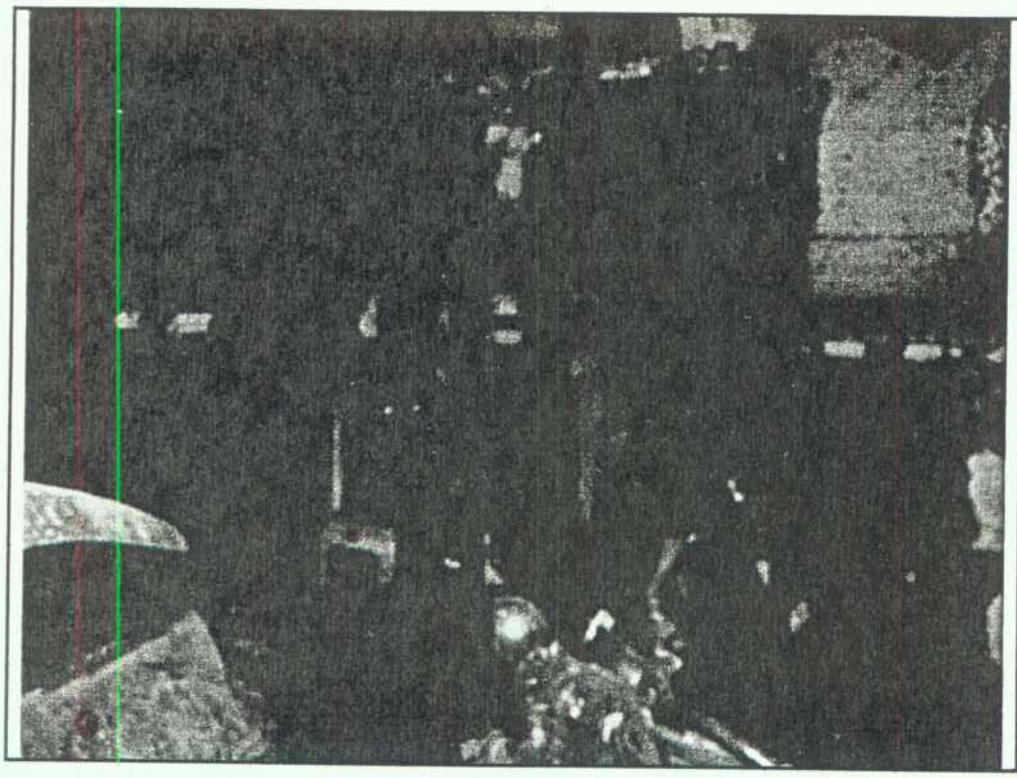

Photo # 21

Extensive damage caused inside garage located directly below insured's condo unit where vehicle caught fire. Insured's storage unit is directly to the left of the motorcycle.

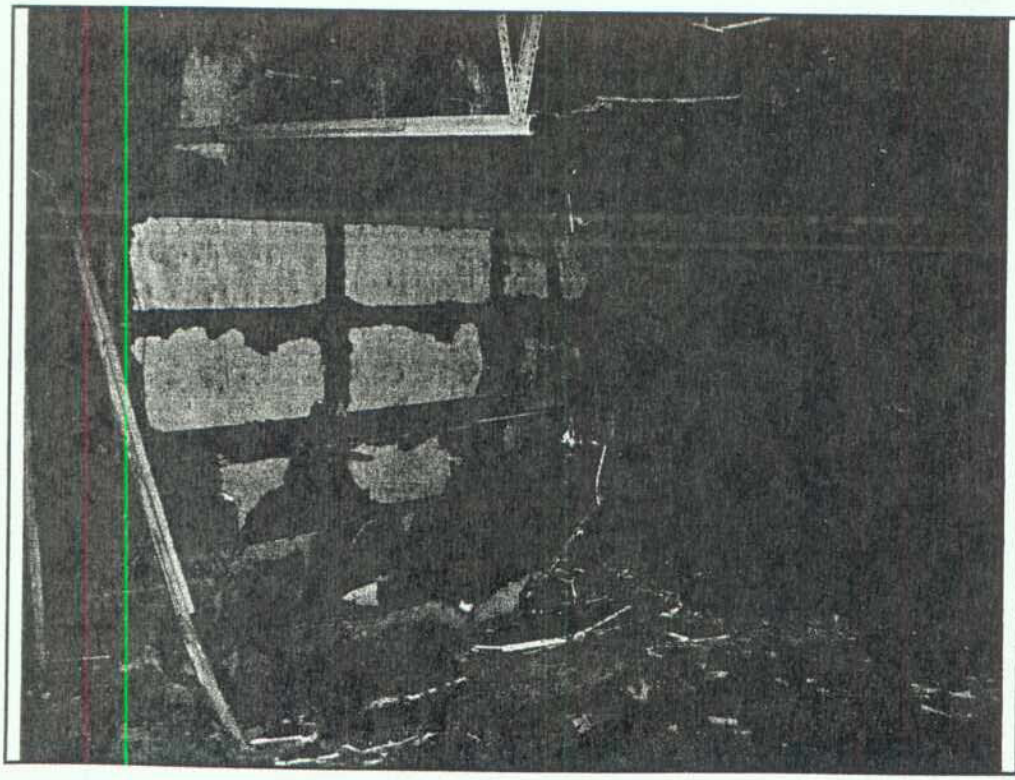

Photo # 22

Extensive damage caused inside garage located directly below insured's condo unit where vehicle caught fire.

INSURED: [redacted] Claim No. [redacted] Photos Taken by: Tony Peterson	FILE #: 040-0010359 Date Taken: 1-14-2005 Time: 3 p.m.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

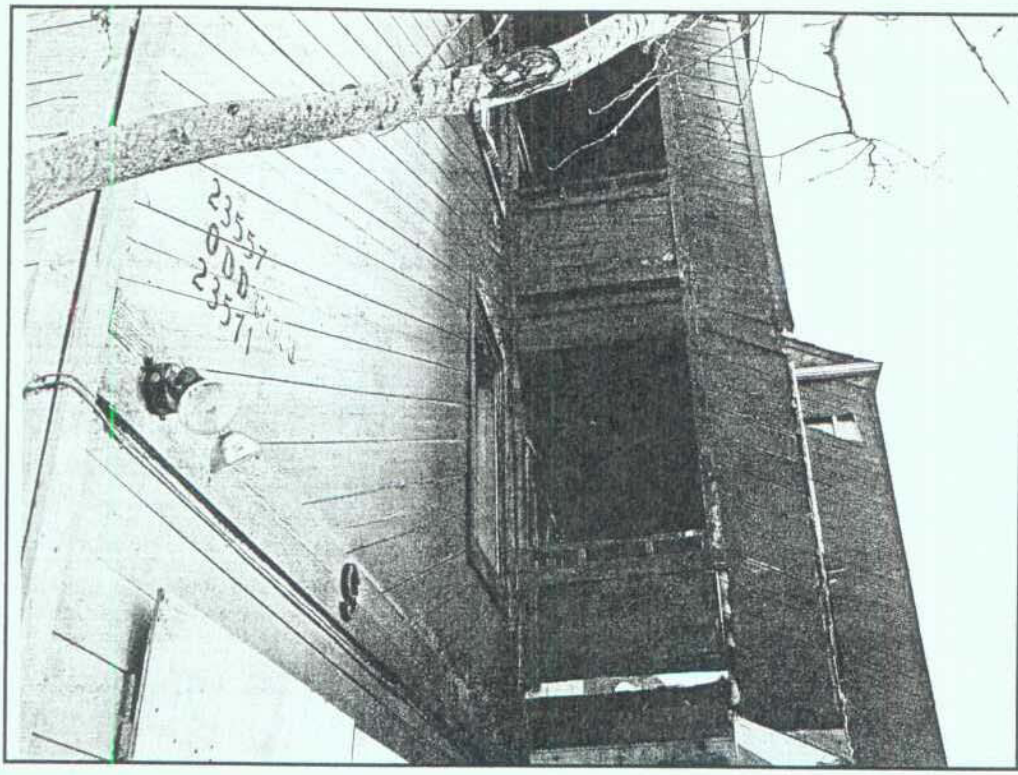

Photo # 23

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

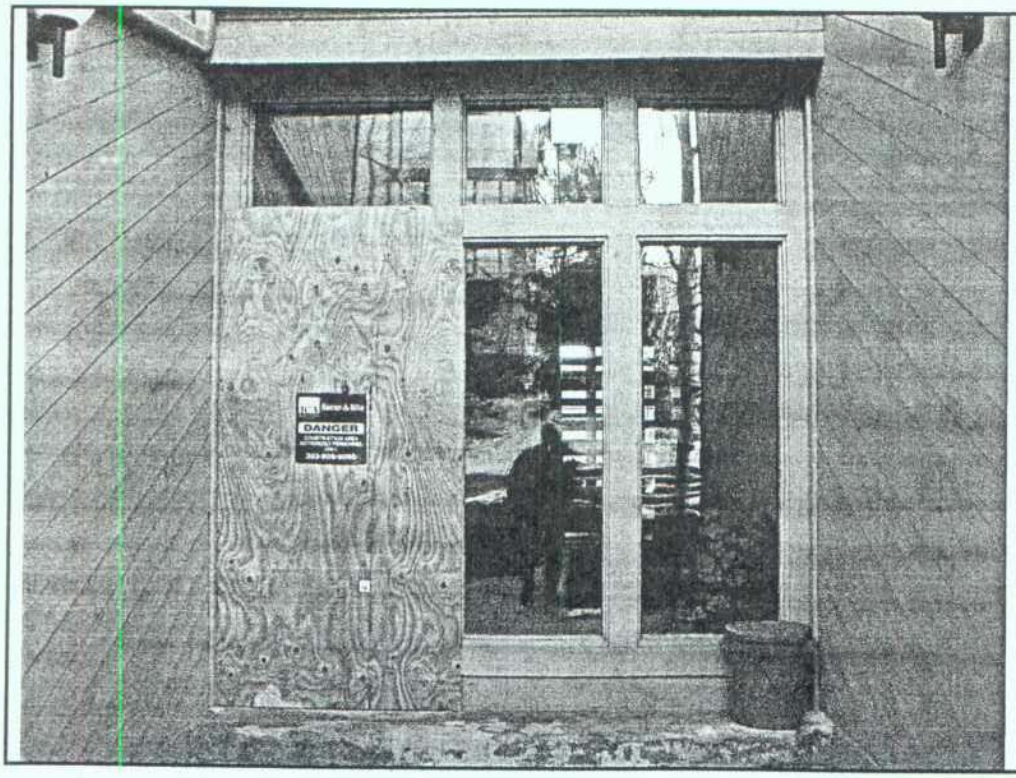

Photo # 24

Main entrance to condo building where insured's condo is located.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

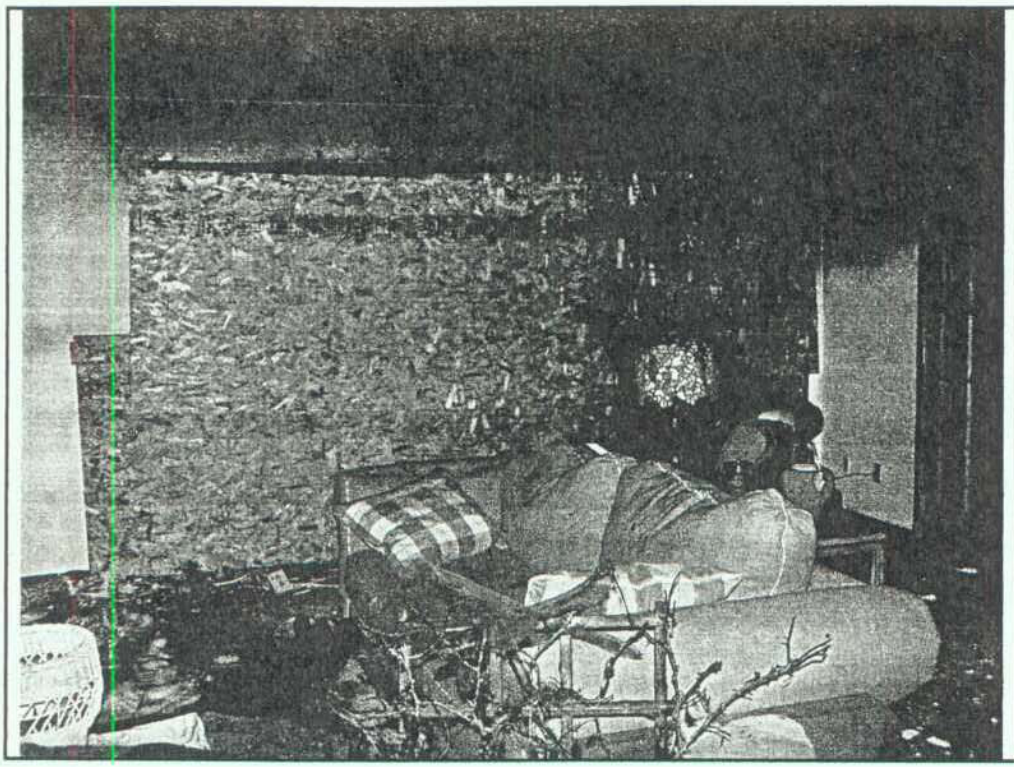

Photo # 25

Boarded up wall is sliding glass door opening to balcony which was totally destroyed by fire.

Photo # 26

Smoke damage to dining room and living room.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

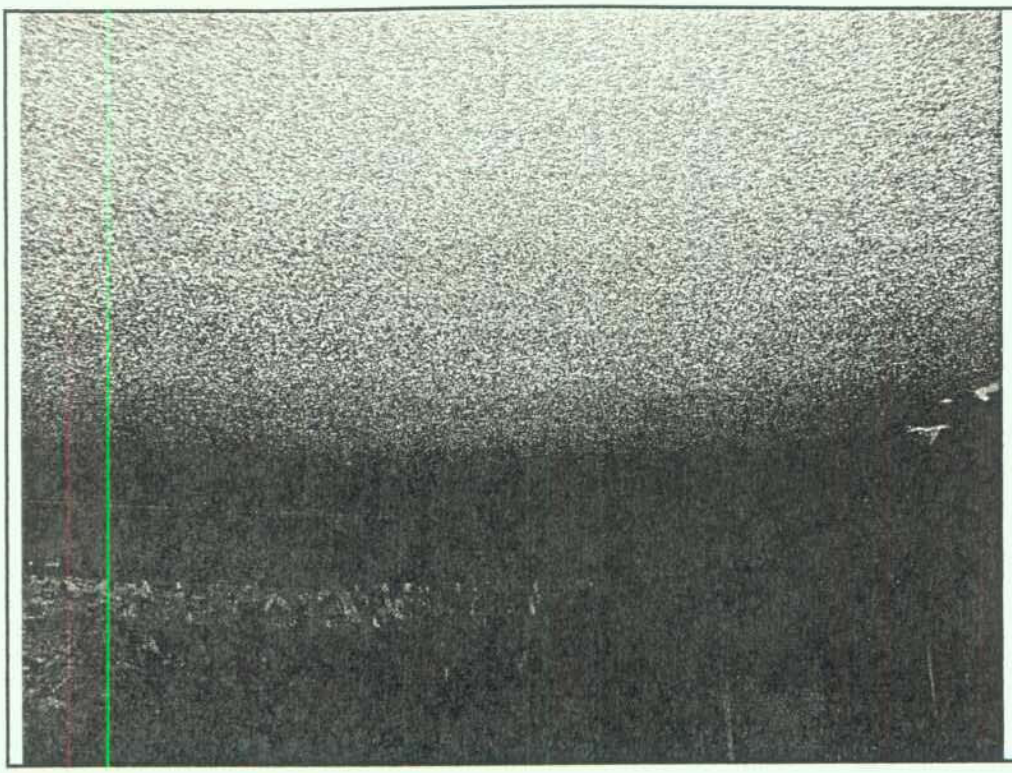

Photo # 27

Smoke damage to living room ceiling. Boarded up wall is sliding glass door to balcony.

Photo # 28

Smoke and fire damage in living room. Boarded up wall is sliding glass door to balcony which was totally destroyed from fire.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

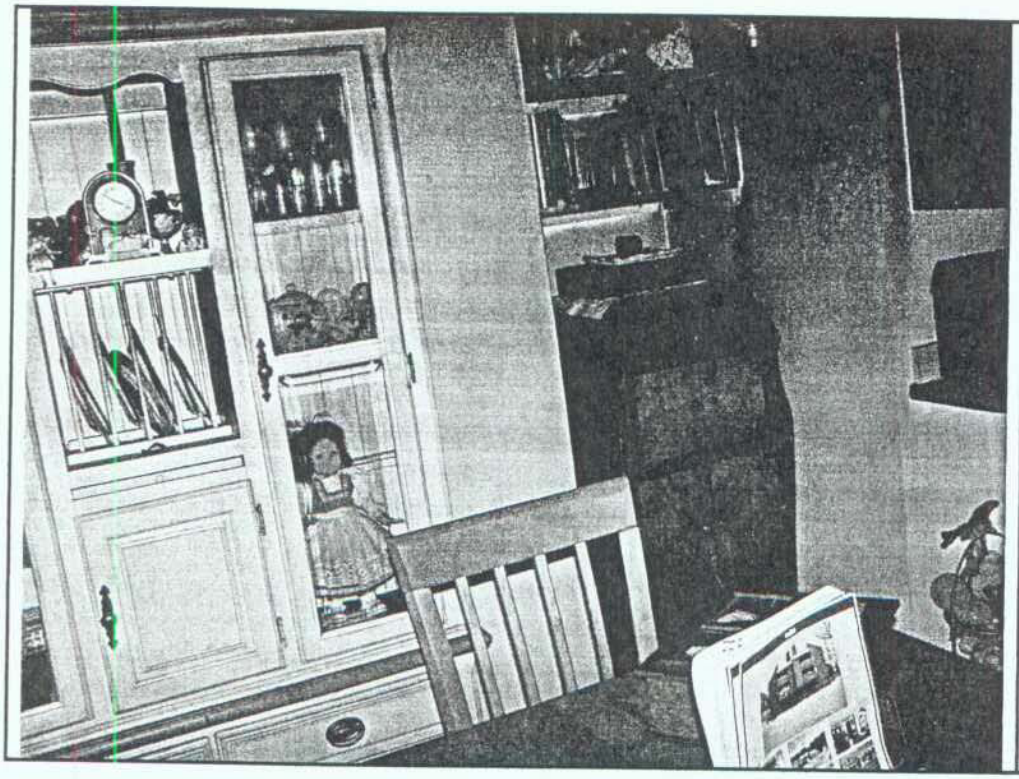

Photo # 29

Smoke damage to dining room.

Photo #30

Smoke damage in kitchen.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

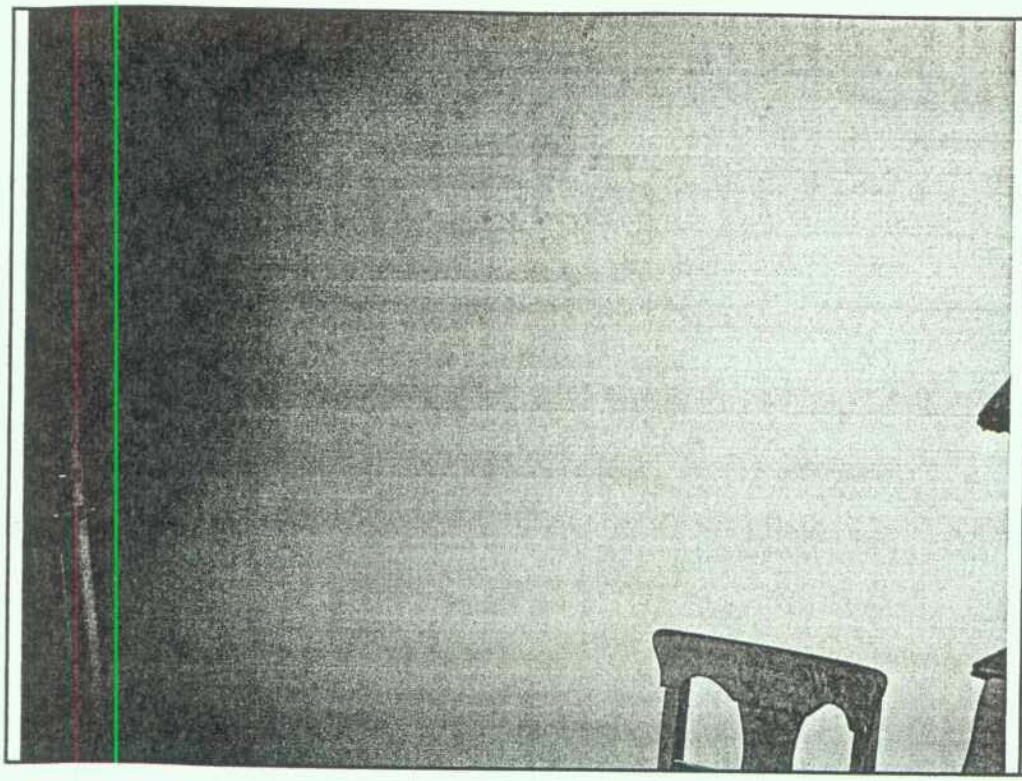

Photo # 31

Smoke damage to living room wall.

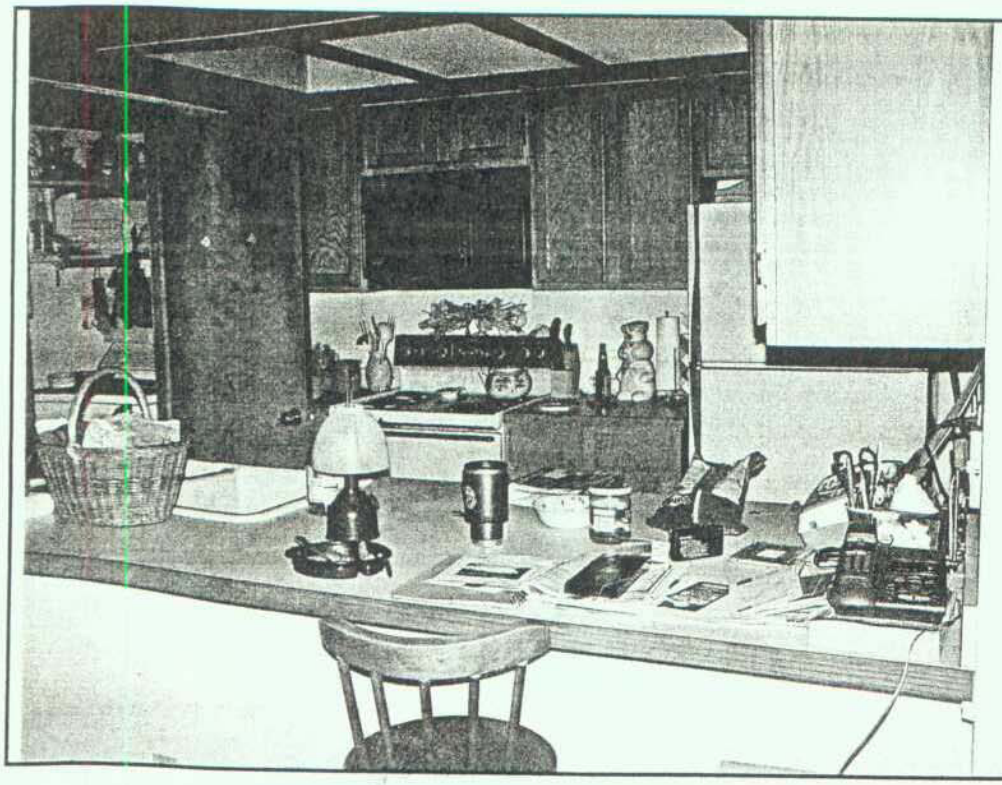

Photo #32

Fire damage to kitchen.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 33

Smoke damage to master bedroom.

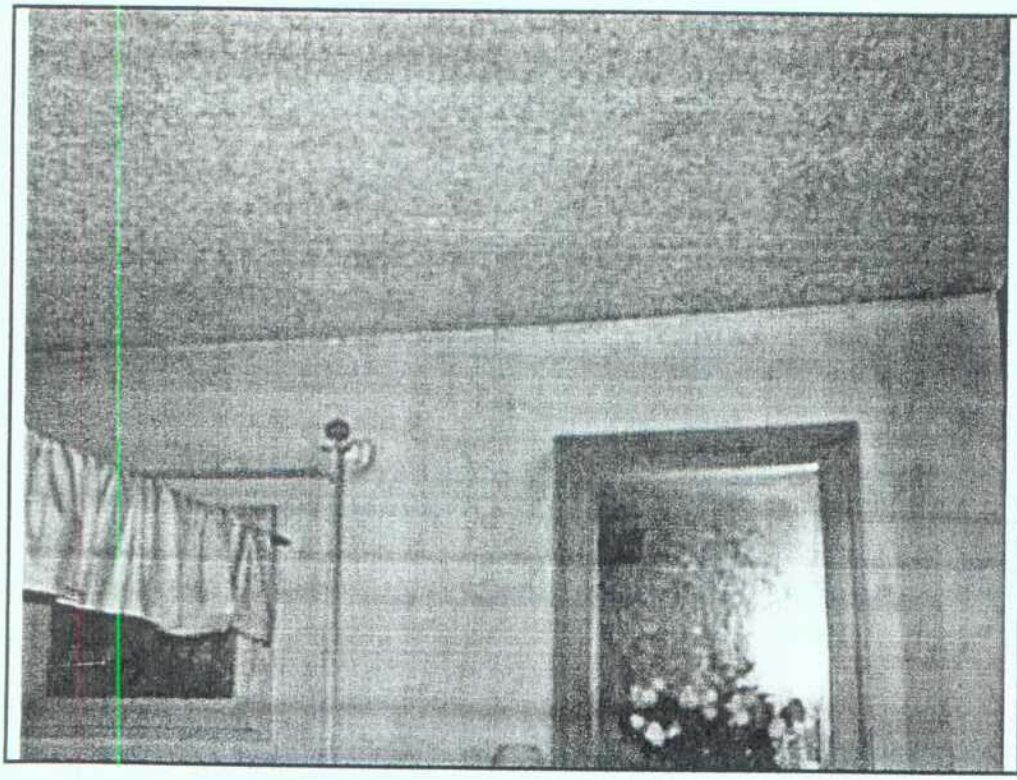

Photo #34

Smoke damage to master bedroom.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 35

Smoke damage to master bath.

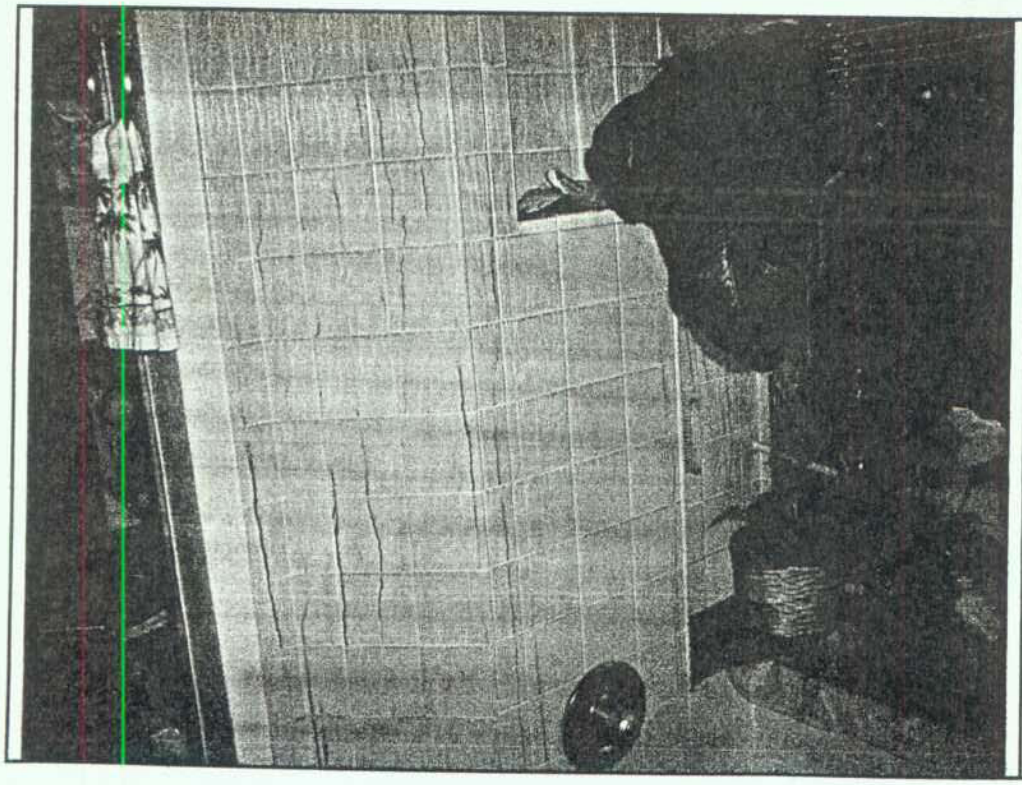

Photo #36

Smoke damage inside master bath.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

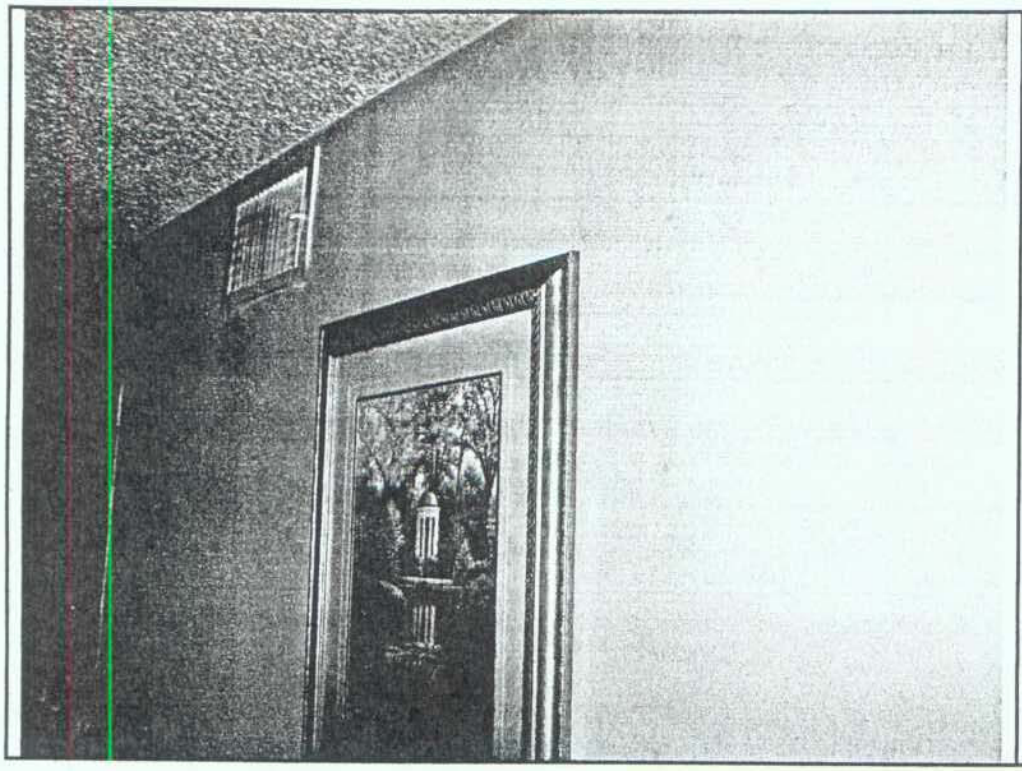

Photo # 37

Smoke damage to master bedroom.

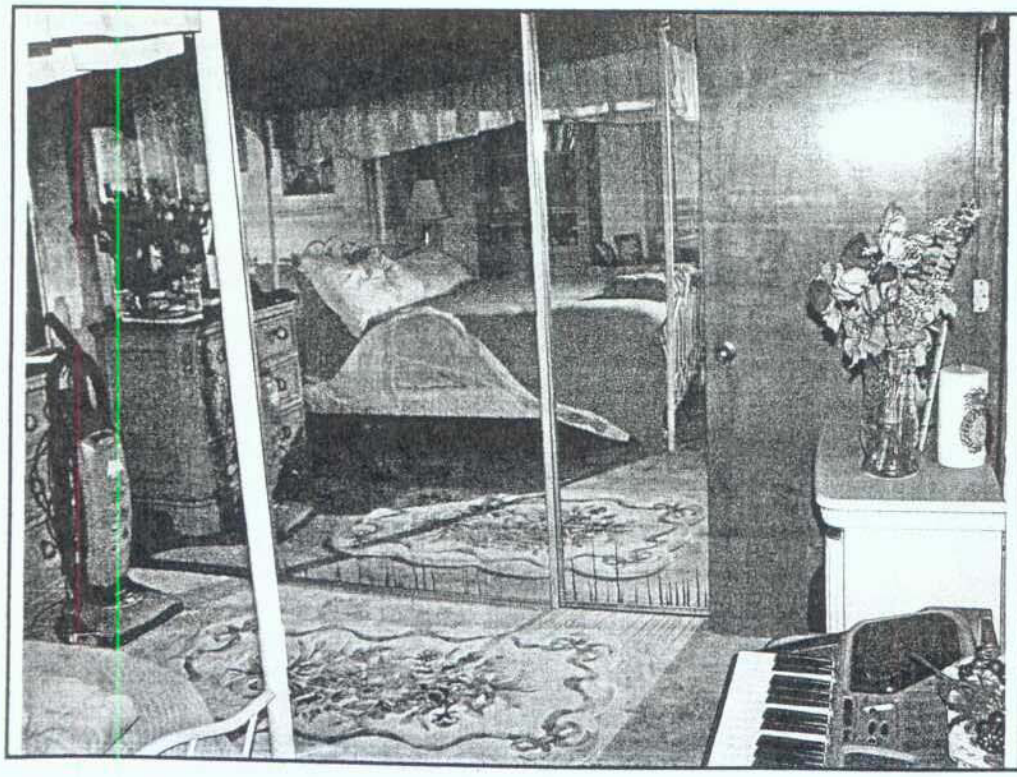

Photo #38

Smoke damage to master bedroom.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 39

Smoke damage to hallway inside insured's condo.

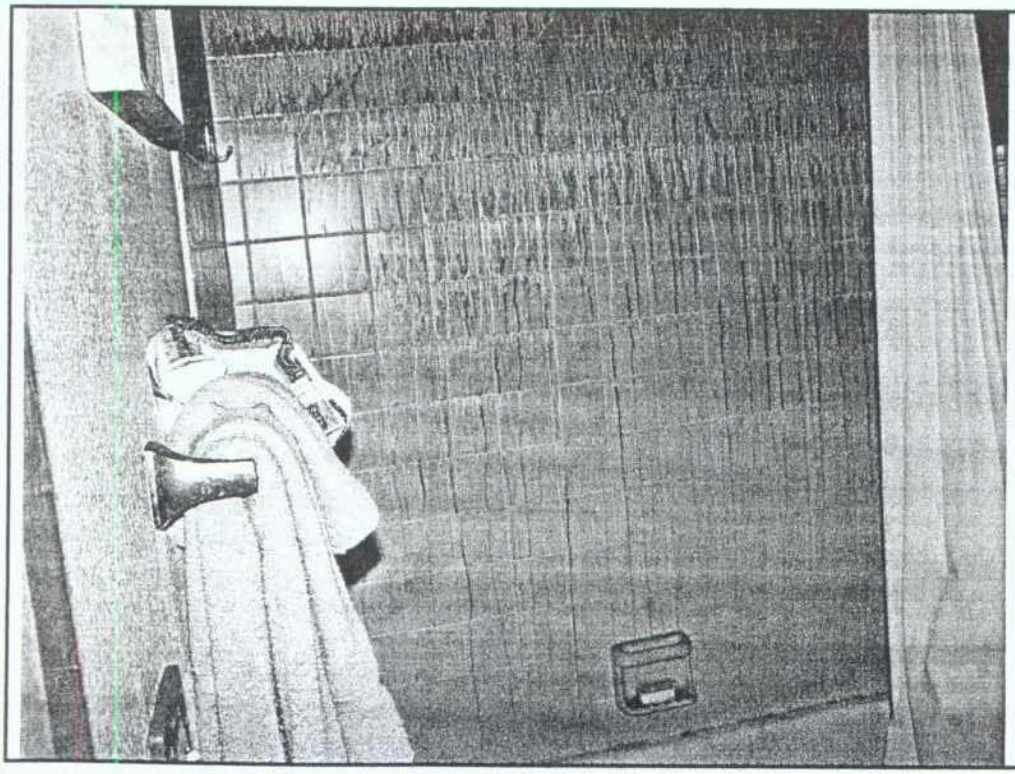

Photo #40

Smoke damage in guest bathroom at insured's condo.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 41

Guest bedroom interior door was broken into by firemen to gain access to room.

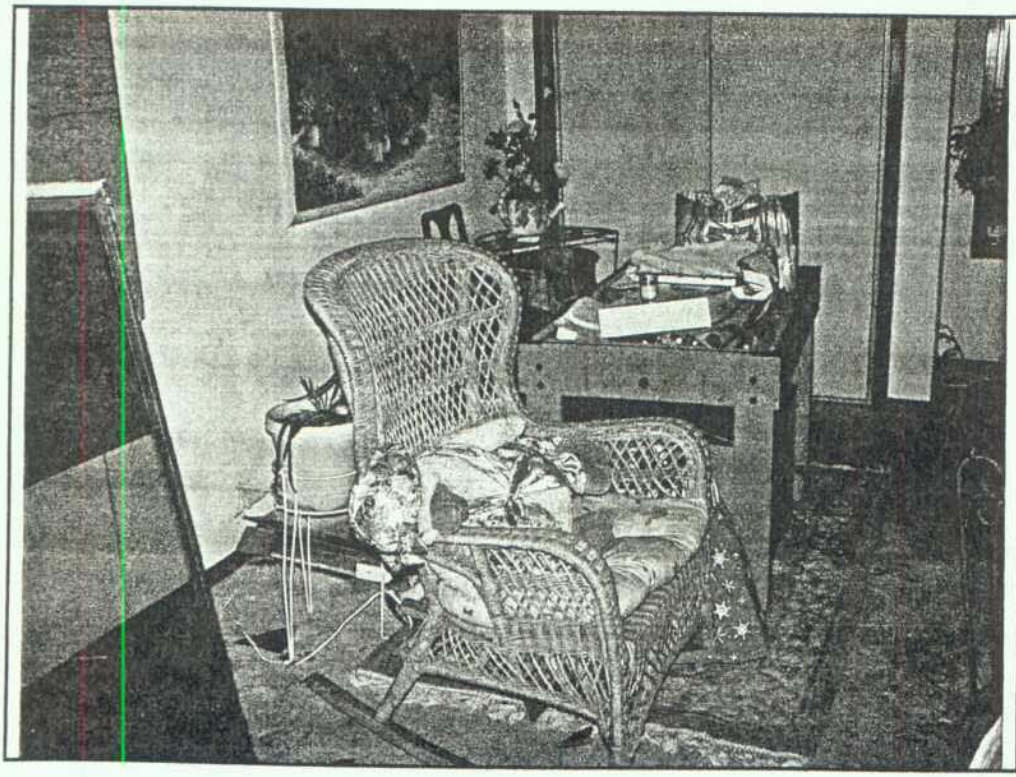

Photo # 42

Smoke damaged furniture in guest bedroom.

INSURED: [redacted] Photos Taken by: Tony Peterson	FILE #: 040-0010359 Date Taken: 1-14-2005 Time: 3 p.m.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

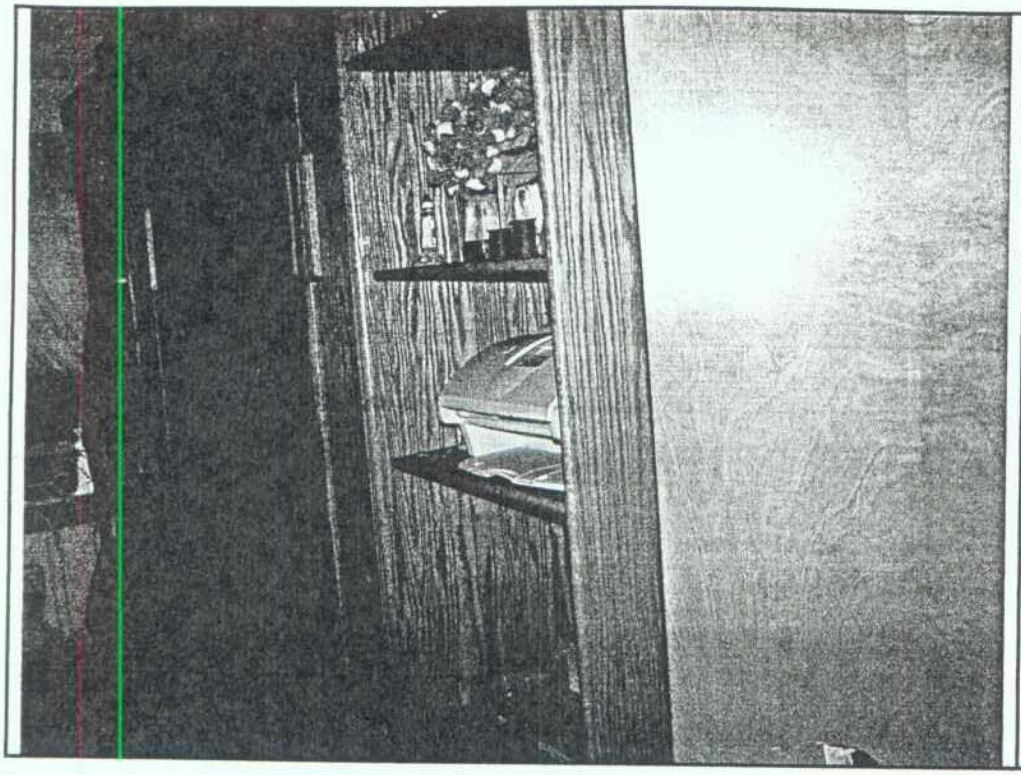

Photo # 43

Smoke damaged Murphy bed in guest bedroom.

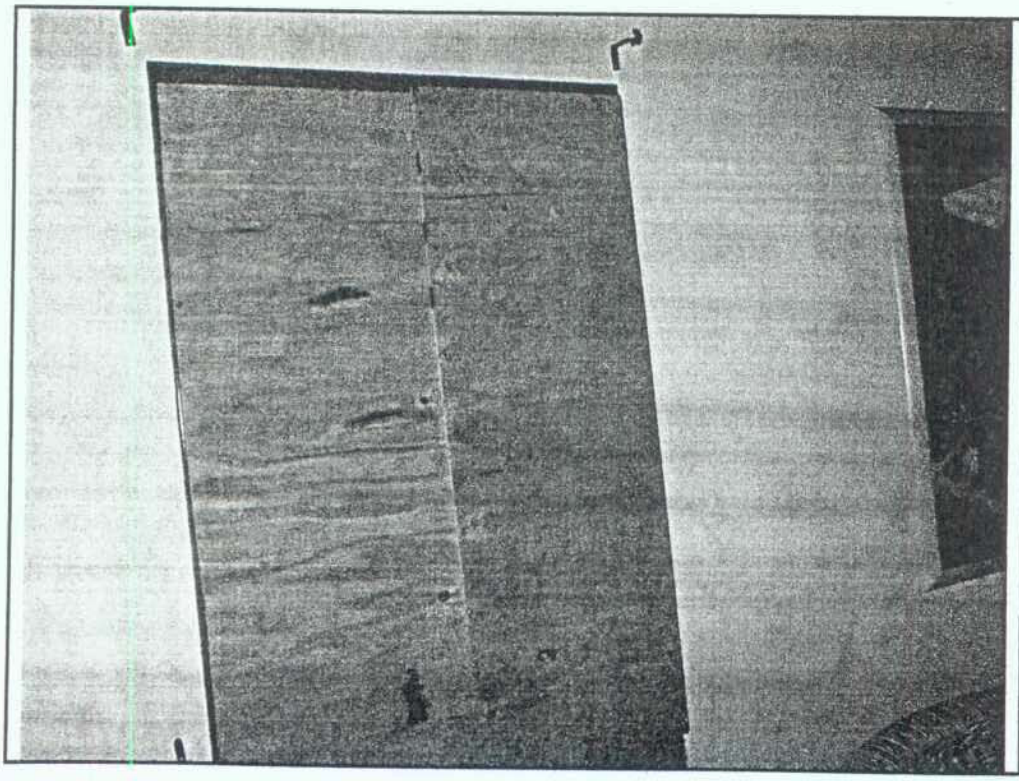

Photo # 44

Boarded up wall in guest bedroom.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

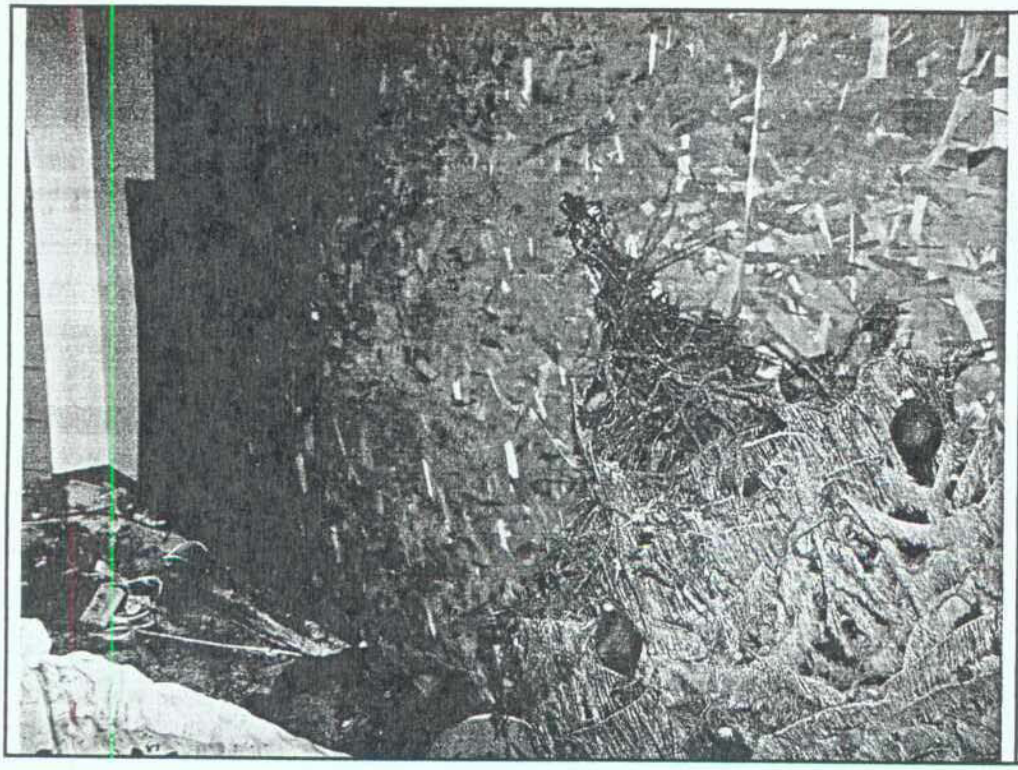

Photo # 45

Boarded up wall is sliding glass door opening to balcony which was totally destroyed by fire.

Photo # 46

Smoke damage to dining room and living room.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

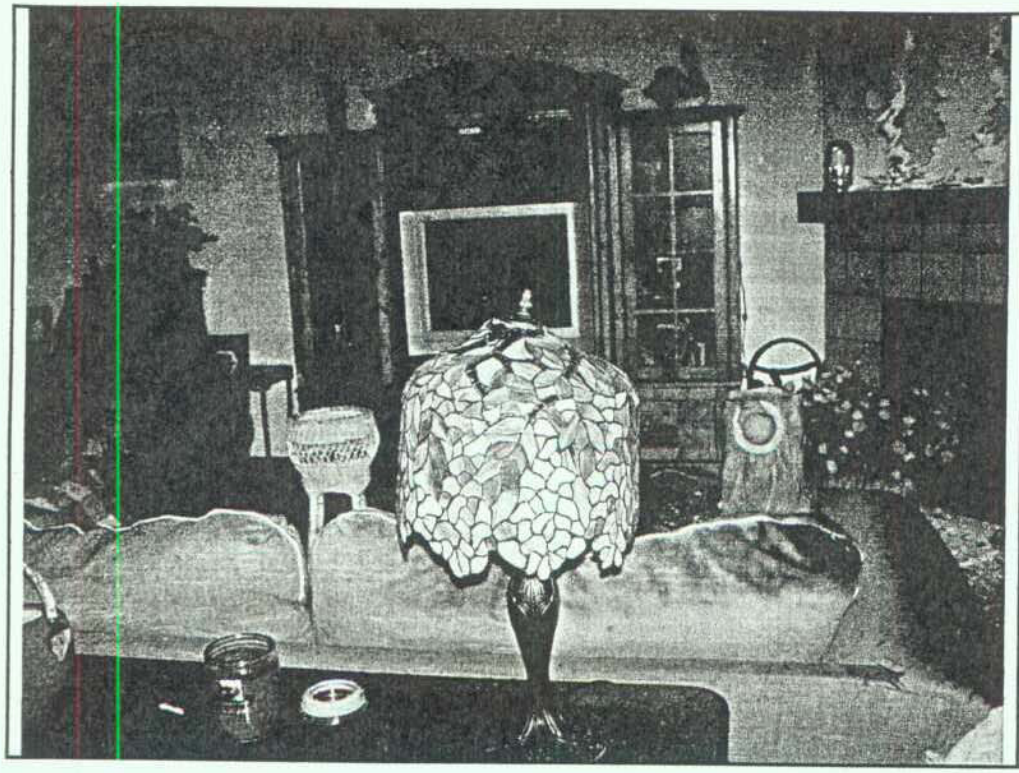

Photo # 47

Smoke damage to living room and furniture.

Photo # 48

Smoke and fire damage in living room.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

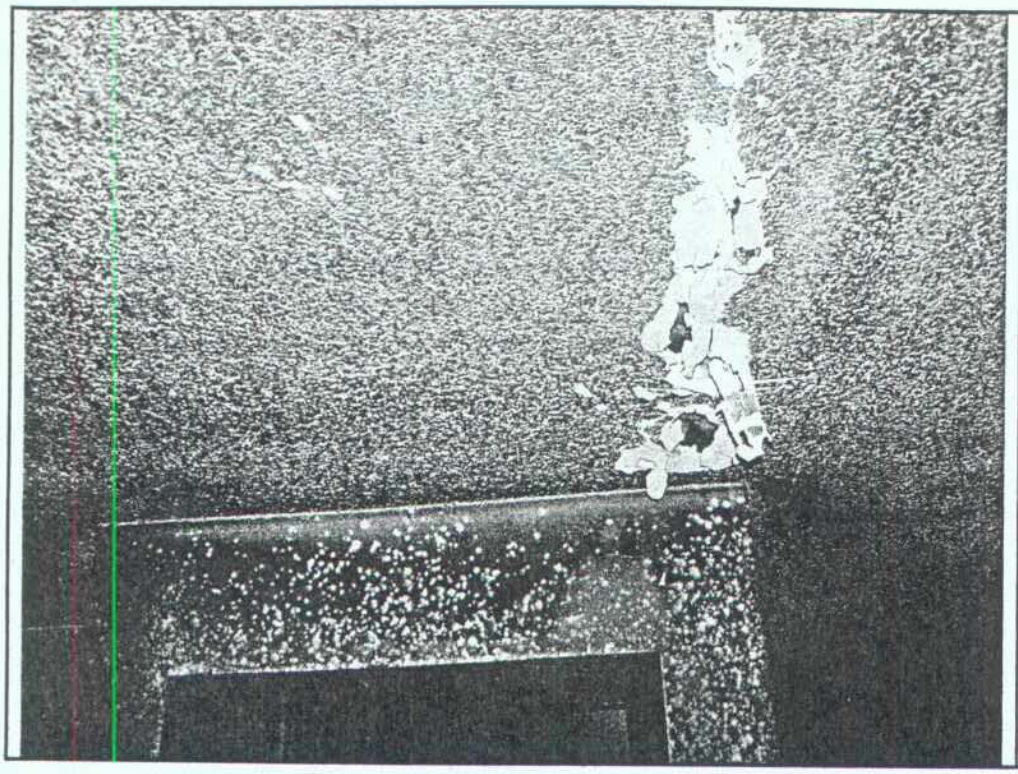

Photo # 49

Smoke damage to dining room ceiling and front entryway.

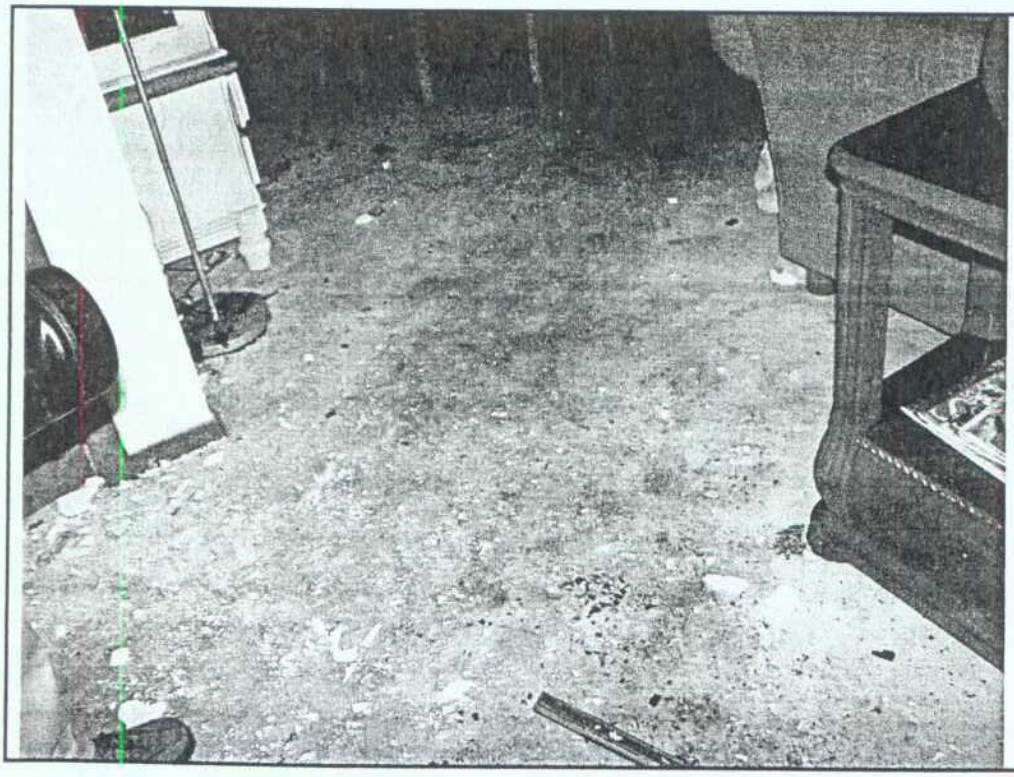

Photo #50

Smoke damage to living room carpeting.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

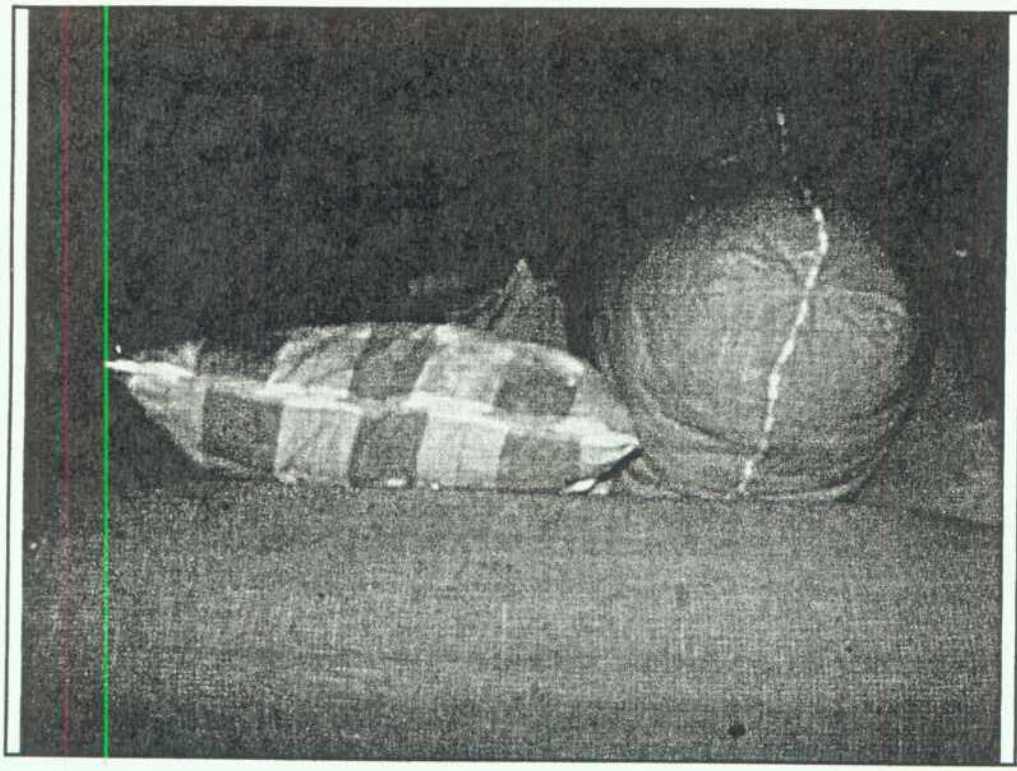

Photo # 51

Fire damage to living room couch.

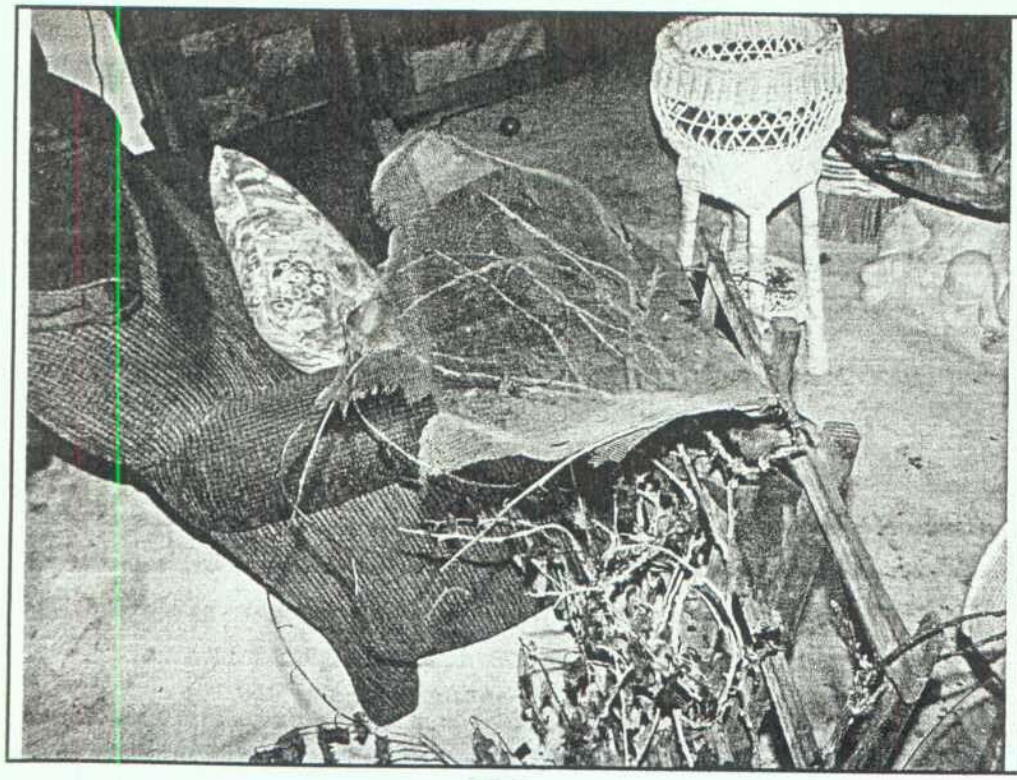

Photo #52

Fire damage and smoke in living room.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO[redacted]

Photo # 53

Fire damage to living room furniture.

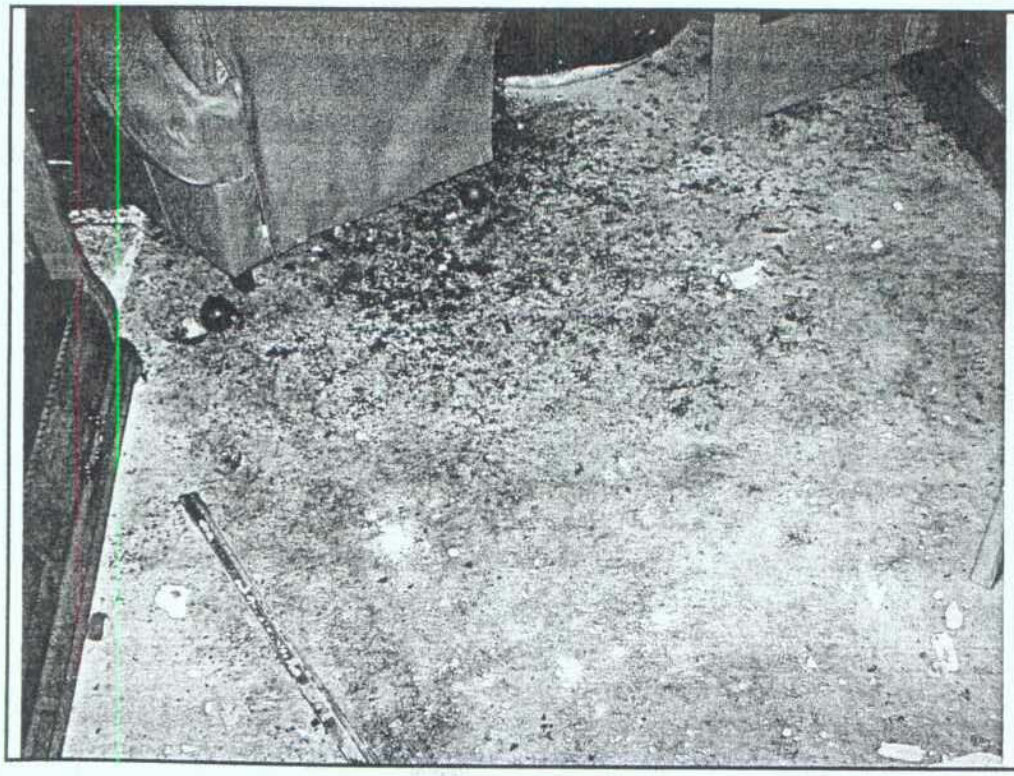

Photo #54

Fire damage to living room carpeting.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

Photo # 55

Blistering and melting to dining room hutch.

Photo #56

Smoke damage in dining room and fire damage to free standing lamp.

CASE NAME

[redacted]

CASE NUMBER

_____START

_____CORRESPONDENCE

__X__INVESTIGATION

_____LEGAL

_____DEPOSITIONS

_____INTERROG, ANSWERS

PIC T. INVEST.

_____ENDFILE

Volkswagen of America, Inc.

Vehicle Inspection Report

This report is subject to revisions upon receipt of additional information

Date: March 30, 2005

To: File

From: Douglas Nielsen

Subject: **Fire Loss, 2002 Passat, [redacted] (State Farm Ins.)**

The vehicle listed below was inspected on March 22, 2005 at:
Klodes

8300 Blakeland Drive

Littleton, Colorado 80215

Vehicle Data: 2002 Passat Four Motion 4 door sedan, black with a red leather interior.
VIN #: WVWTH63B82P[redacted]
Production Date: 03/19/2002
In Service Date: 07/18/2002
Mileage: Approximately 39,992
License: [redacted] Colorado
Model Code: 3B35S9
Selling Dealer: 420124, Mountain States Motors Co., Inc.
Options: ST5

Owner Data:
Ms. [redacted]

Enclosures. JPG Photos

March 30, 2005

Fire Loss, 2002 Passat, [redacted] State Farm Ins.), Continued:

Exterior:

- Extensive fire damage to the entire frontal areas.
- The left A pillar is buckled.
- The roof is buckled on both sides at the rear of the moon roof opening.
- Both of the C pillars are buckled.
- The tops of both of the rear quarter panels have yielded and deformed.
- The lower areas of the left side are fire damaged by fire burning outside of the vehicle.
- There is advanced burning of the left rear bumper cover area.

Interior:

- The interior is partially gutted.
- The dashboard remains identifiable and all the components installed in the panel remain in place.
- The foam padding remains on the seats.
- The hand brake is engaged.
- The shift lever is in park.

Engine Compartment:

- The fire engulfed the entire engine burning all of the combustibles, hoses and wiring sheathing.
- All of the hoses appear properly clamped.
- The engine oil level is near the maximum indicator.
- The oil filter is loose and the vendor is unknown. The most recent oil change was performed at an outside vendor, not a Volkswagen dealer.
- The catalytic converters do not appear overheated.
- The ground cable that is attached between the body and the engine was found broken at the termination loop end attached to the engine. The loop end is broken in half through the "hole" for the attachment stud. It appears to be a post fire stress failure resulting from the handling of the vehicle.
- The coil pack on the top front of the engine is badly fire damaged but remains identifiable.
- The entire cooling core assembly including the related fans as well as all of the components forward of the engine assembly are missing. The frontal strong members and the bumper bar are all that remain.
- The grossly burned alternator will be removed by the State Farm experts for additional analysis.

Conclusion:

There were no conclusions made as to the origin of the fire by any of the examining experts present during this inspection.

March 30, 2005

Fire Loss, 2002 Passat, [redacted] (State Farm Ins.), Continued:

Experts present during viewing:

Leon D. Beesley, C.F.E.I., C.F.I.I.
Investigator
Phoenix Investigations, Inc.
P.O. Box 27297
Denver, Colorado 80227-0297
1-800—580-8510

John Rotello, C.F.I.
O & C Investigations
P.O. Box 1766
Idaho Springs, Colorado 80452
303-567-4086

Michael C. Davidson, IAAI-CFI
Fire Investigator
Professional Investigative Engineers
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303-552-0177

Ron Brown
Claim Specialist, Vehicle Inspector
State Farm Insurance
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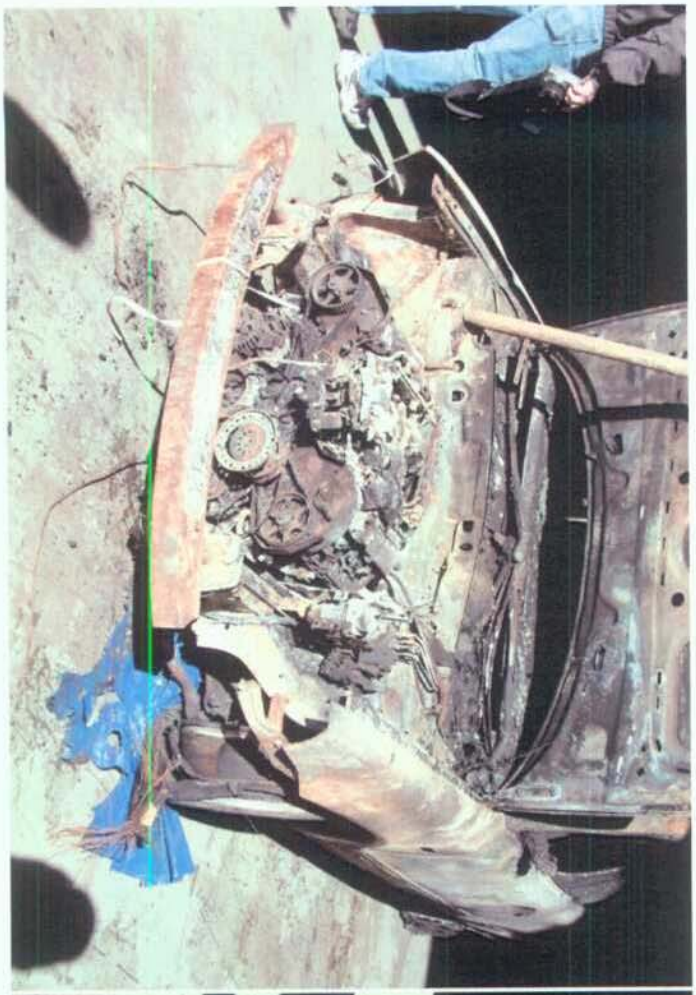
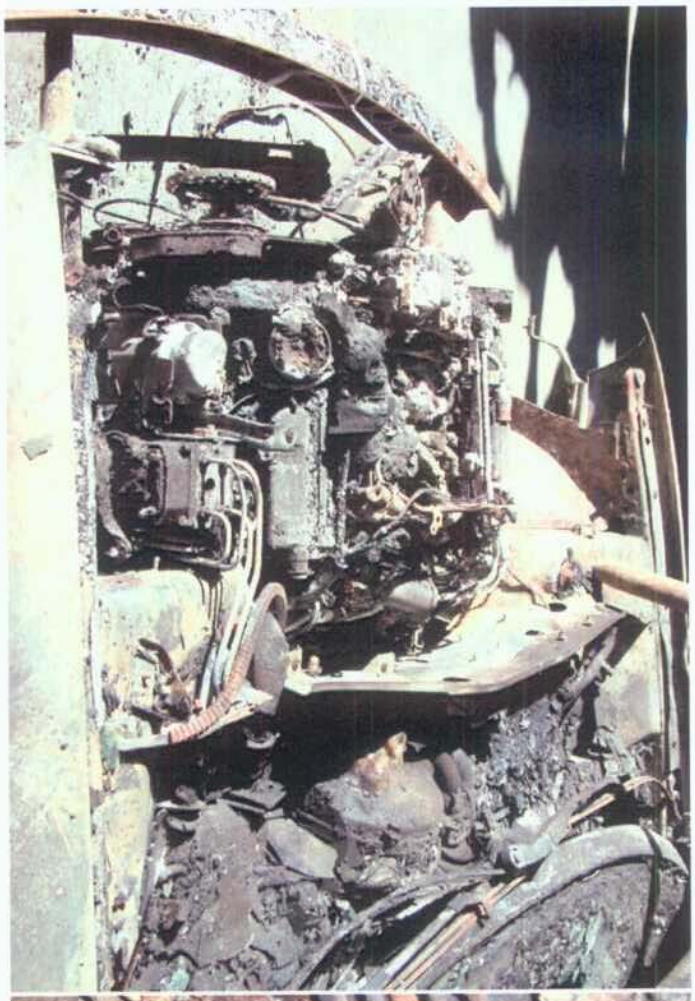
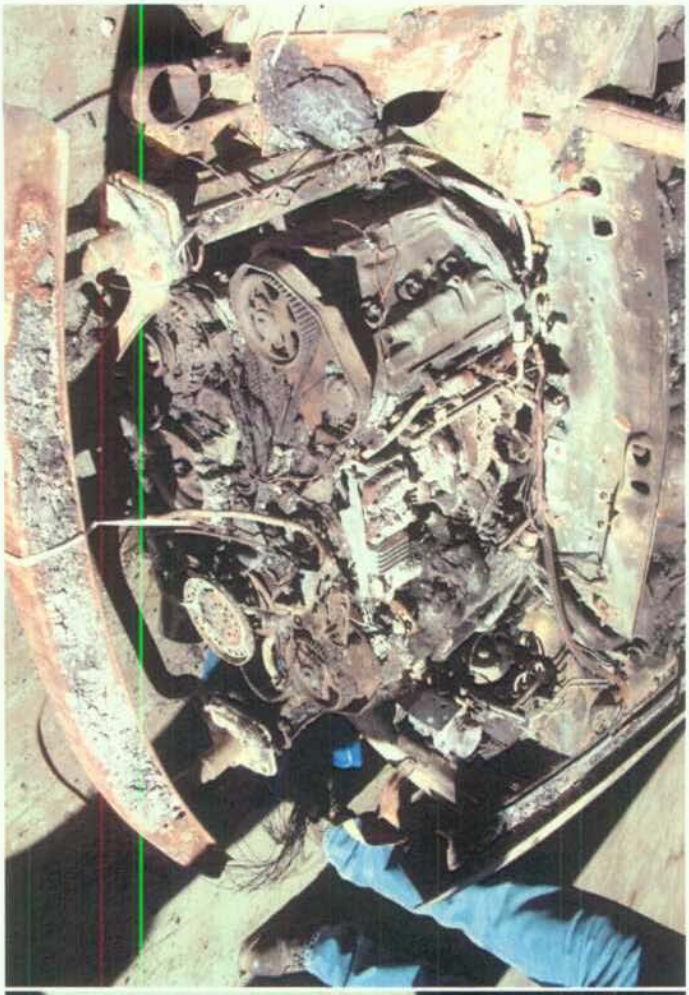
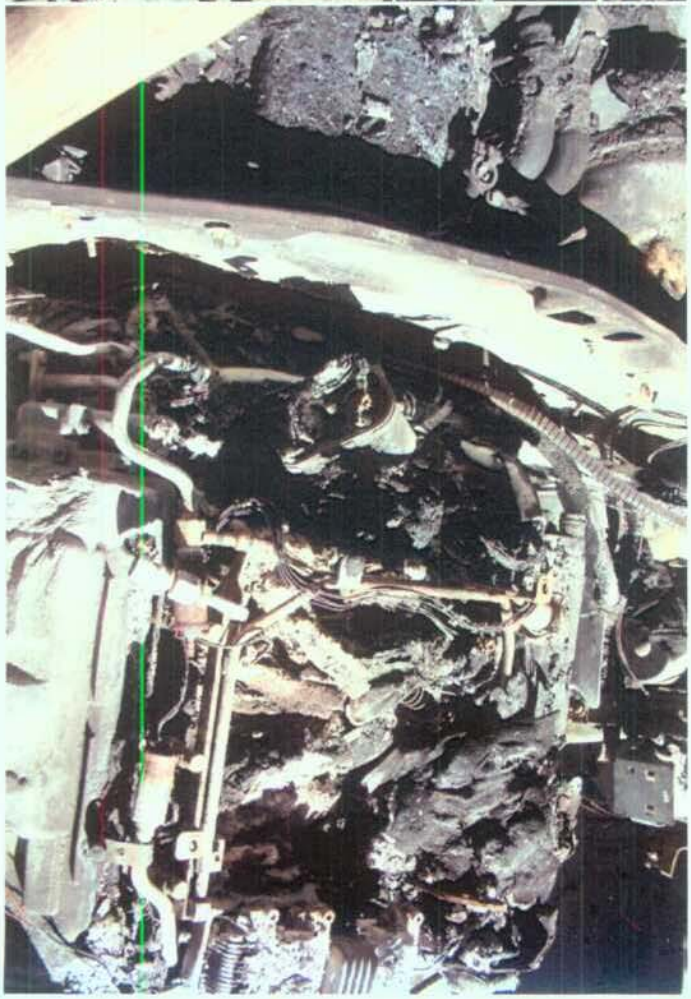
970-395-6721

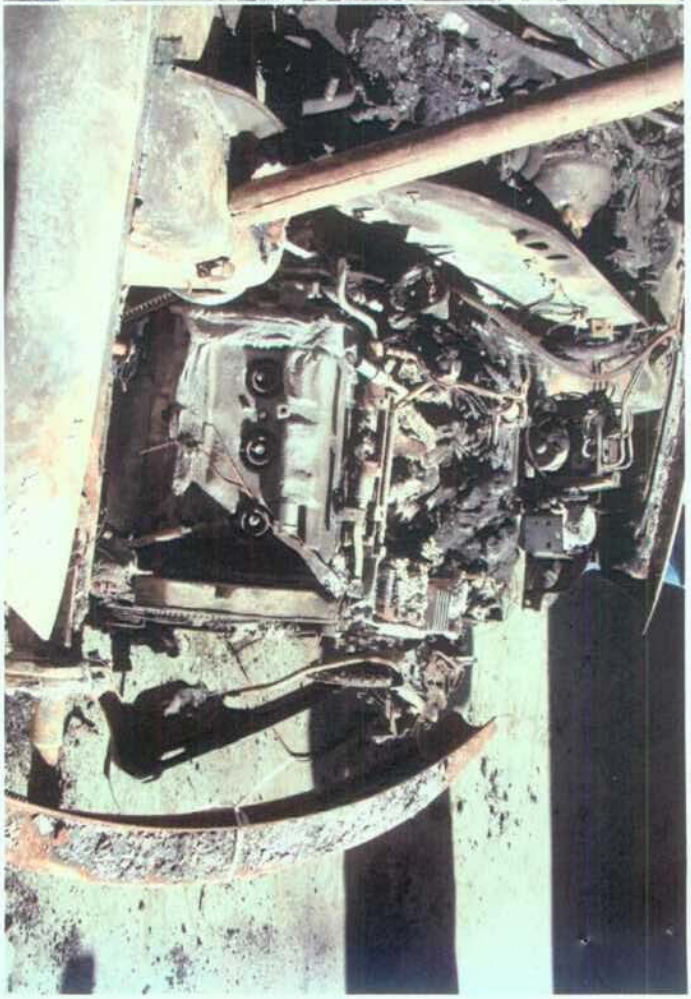
Douglas Nielsen
Product Liaison Engineer
Volkswagen of America, Inc.

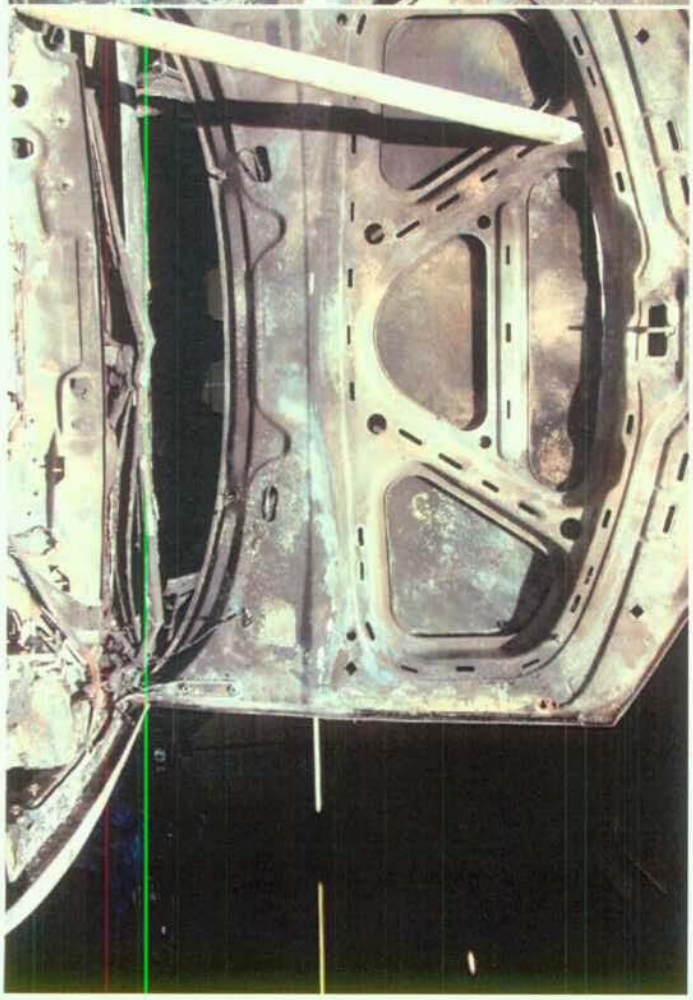


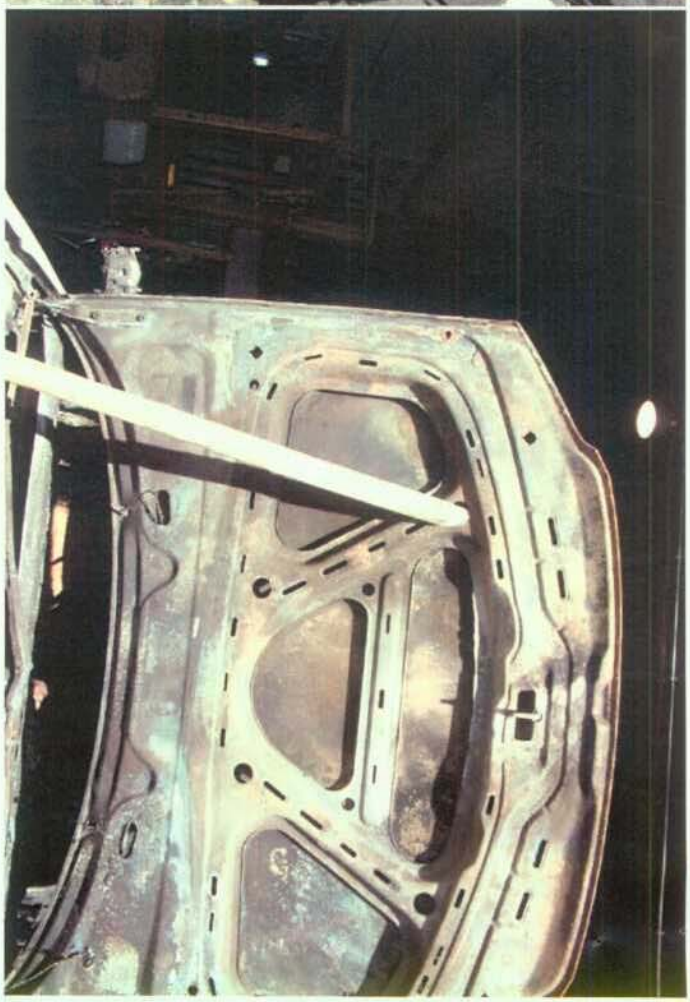


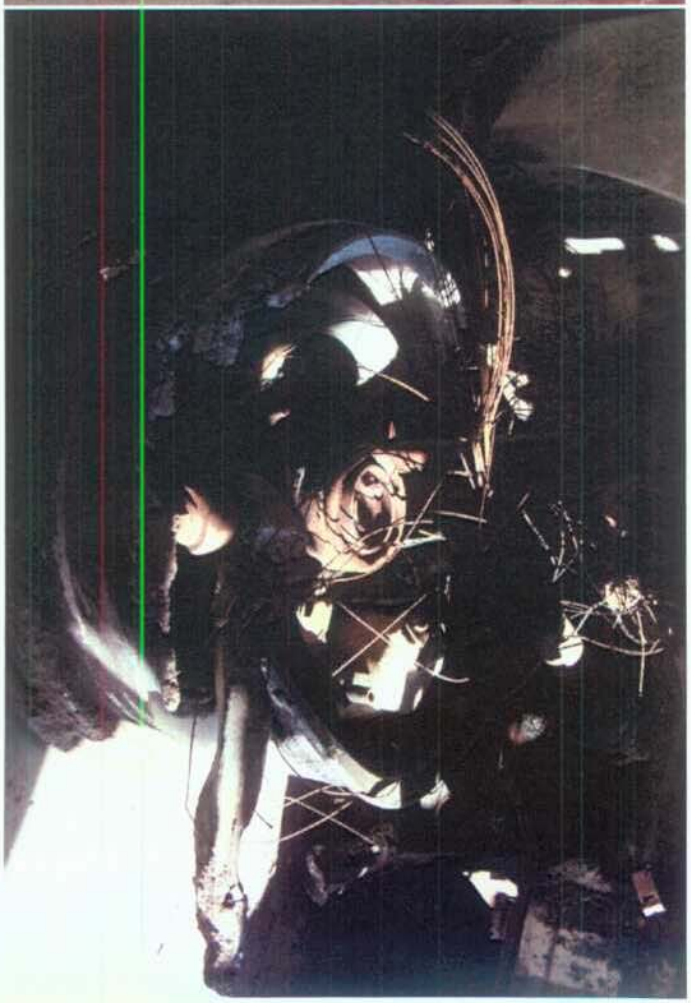


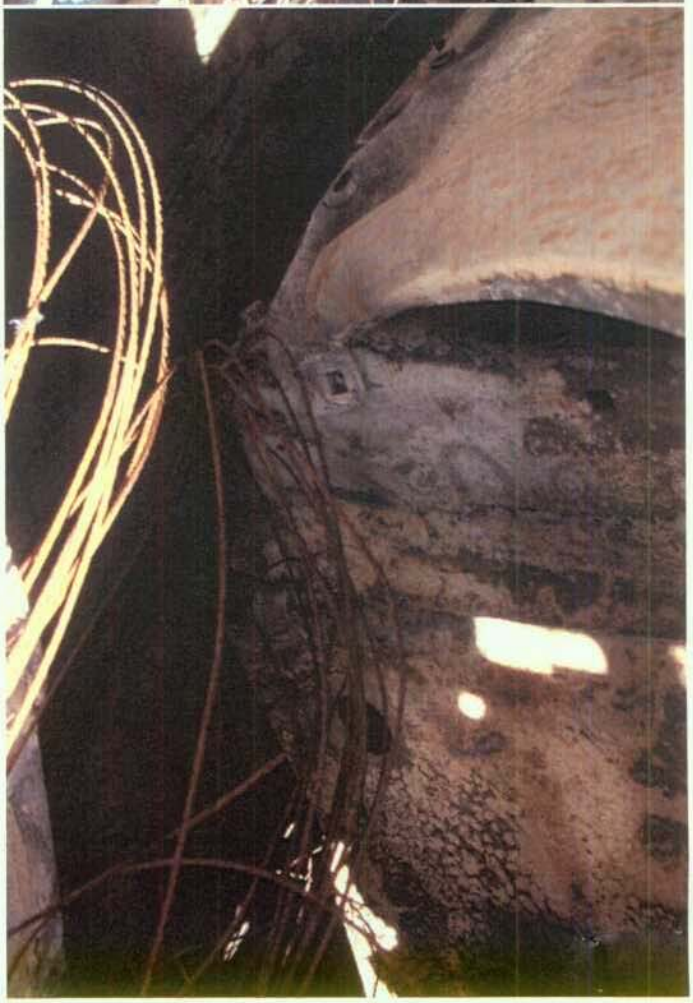


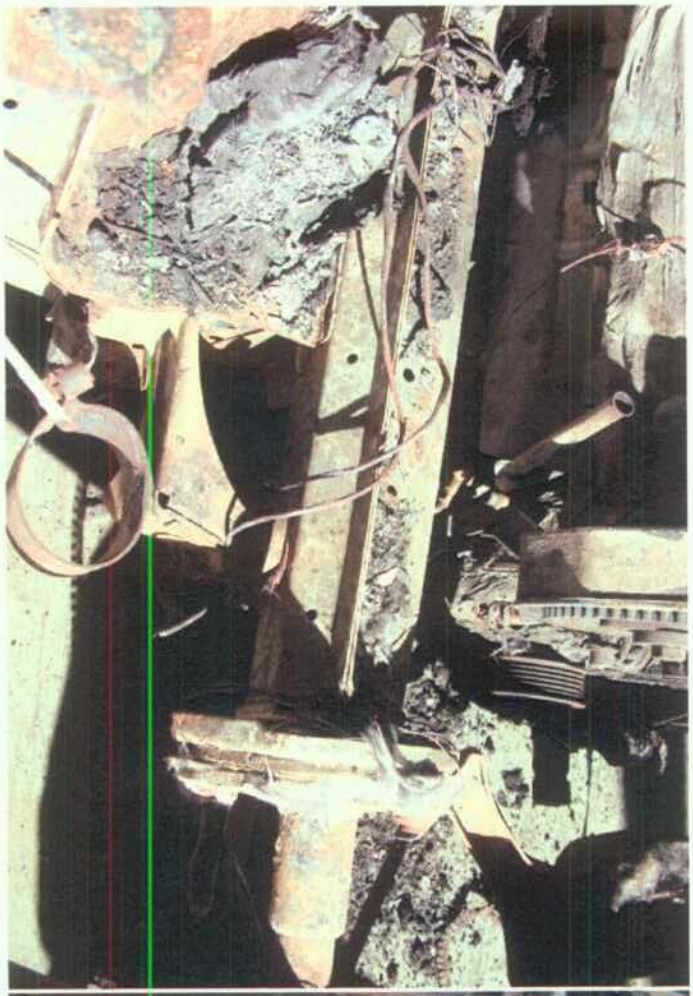


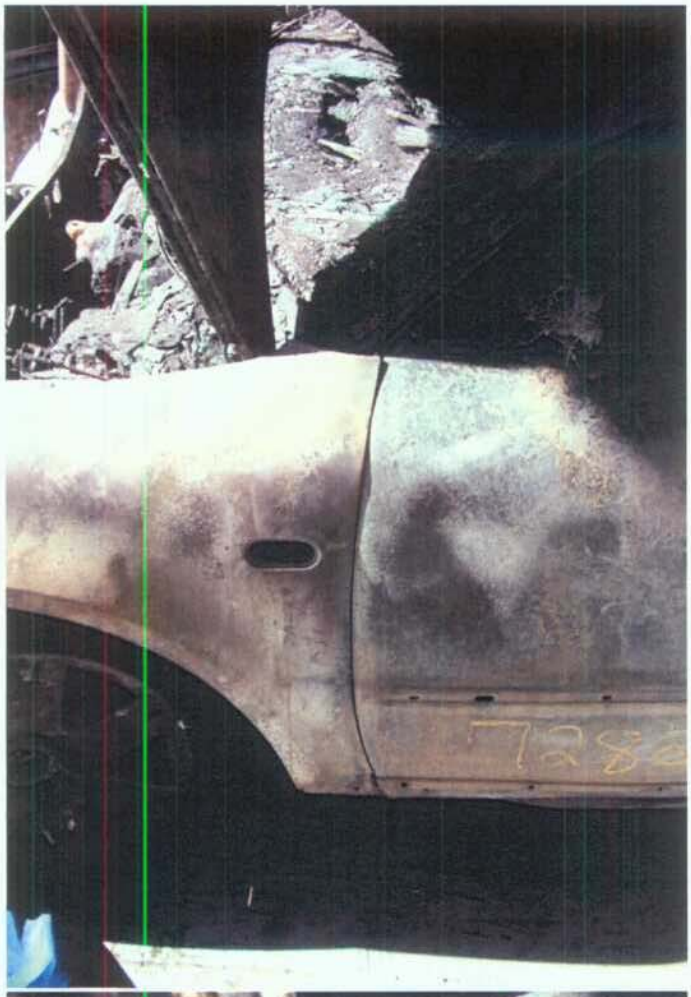


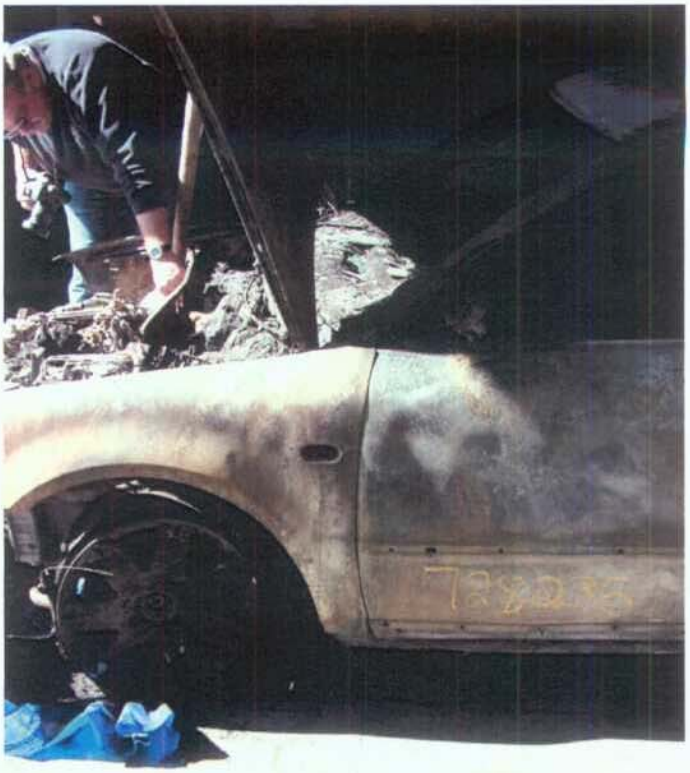


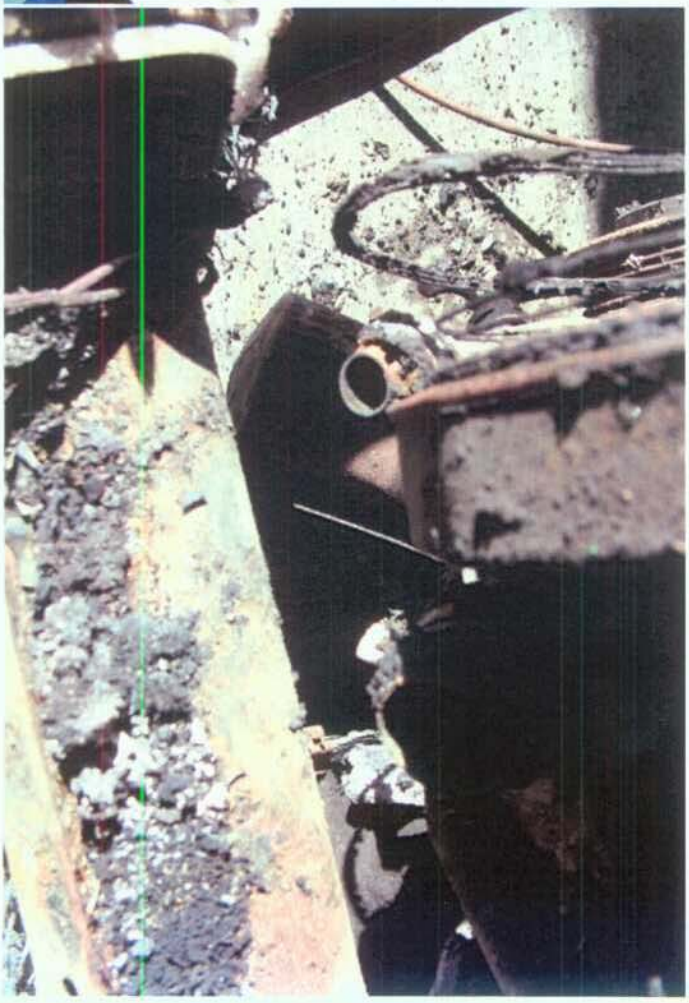


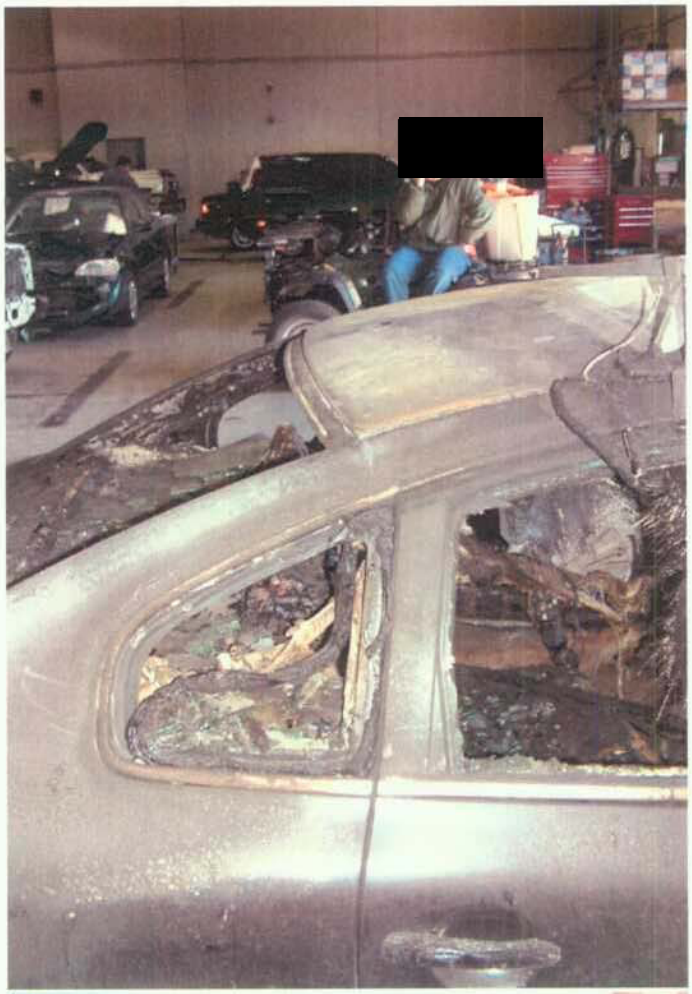


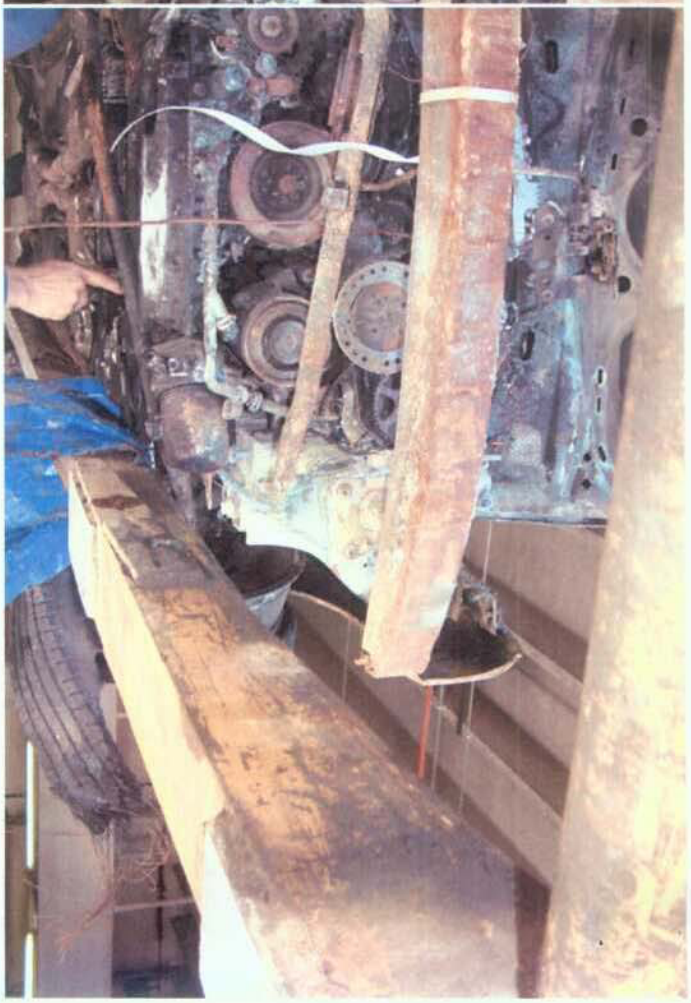


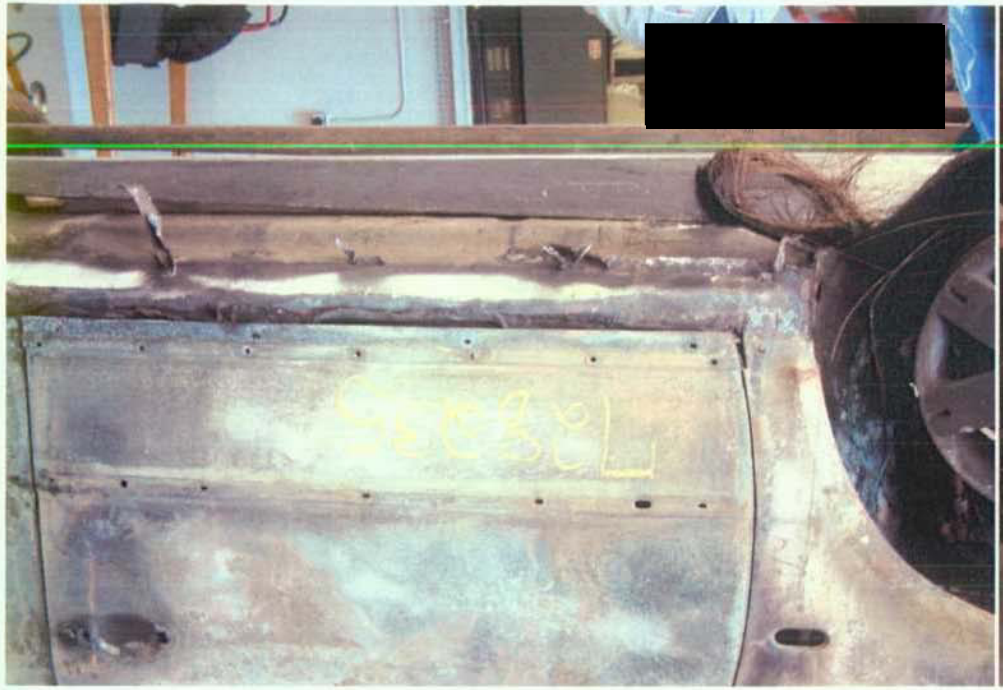


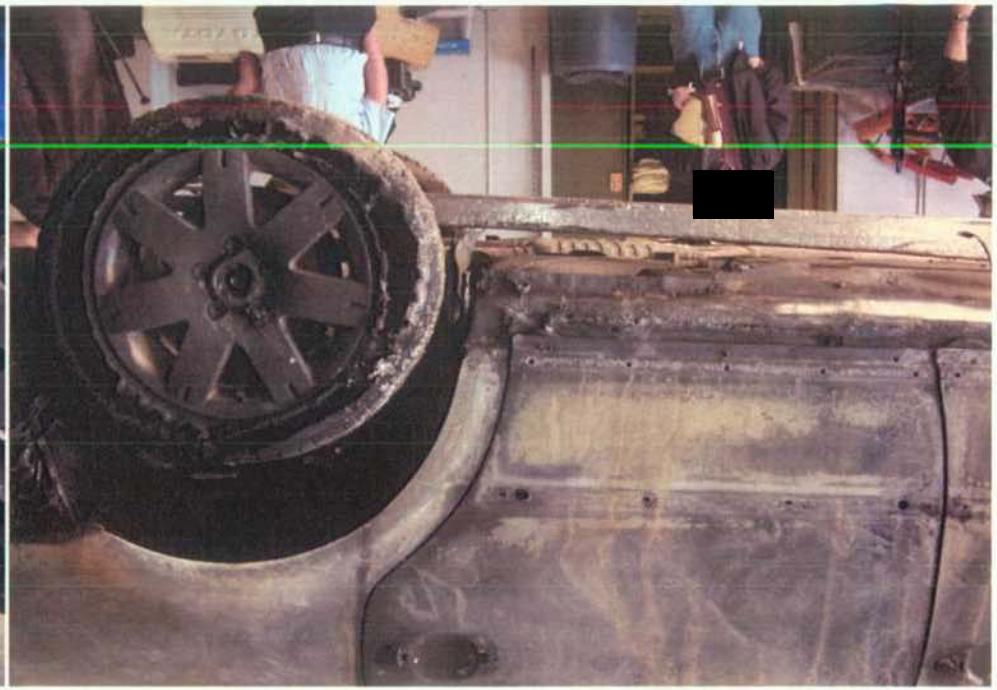


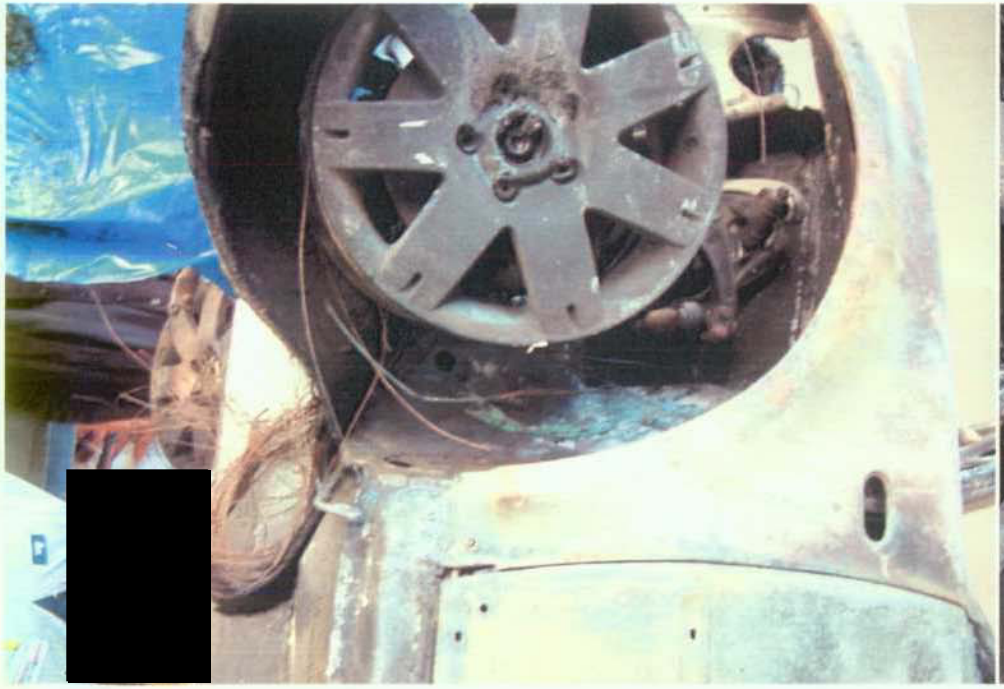


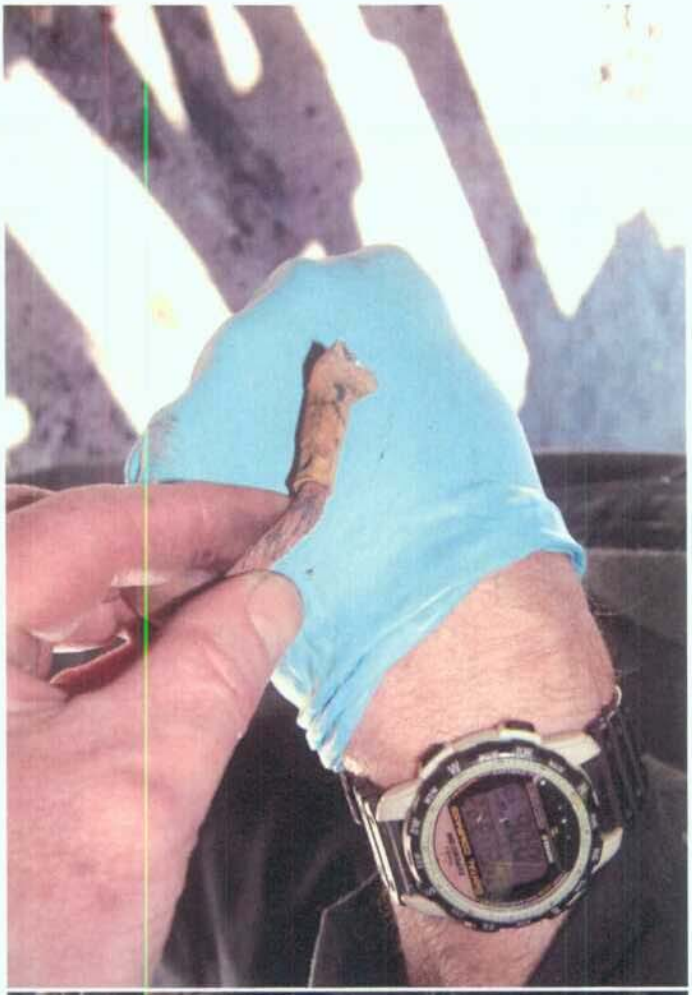












State Farm Insurance Companies

PO Box 339408
Greeley, CO 80633-9408
FAX: 1-800-324-0645

April 26, 2005

CArol
Volkswagon
600 Sylvan Ave
Englewood Cliff, NJ 07632

RECEIVED
MAY 2 2005

RE: Claim Number : [redacted]
Date of Loss : January 11, 2004
Our Insured : [redacted]

Dear Carol:

Could you please provide a status on the claim captioned above? I appreciate it!

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

B0219

Case File Sheet

Case Name - [redacted]
Case Number - -
File Box -#763
Pict. File Box - -
Start -☒
Correspondence -☒
Investigation -☐
Legal -☐
Depositions -☐
Interog, Answers -☐

_____

Remarks –_____

End File –
Prepared By –YE
Date -3/29/07

VOLKSWAGEN

Office of the General Counsel
Product Liaison Group
1 Executive Drive, Suite LL50
Fort Lee, New Jersey 07024
Tel. (201) 227 7926
Fax (201) 894-5498

November 15, 2006

Kenneth G. Gulley, Esq.
Sutton & Gulley, P.C.
26 West Dry Creek Circle, Ste - 375
Littleton, CO 80120

VW File No. :
Your Claim No. : [redacted]
DOL: January 11, 2005

Dear Mr. Gulley:

I would like to acknowledge receipt of your letter dated October 30, 2006 directed to Carol Guastelle, a former Volkswagen of America, Inc. employee.

In response to your request, Volkswagen of America, Inc. is not the manufacturer of the subject vehicle, but instead the sole importer/distributor.

Please feel free to contact me should you have any additional questions.

Sincerely,

Manny Le Coz
Volkswagen of America, Inc.
Product Liaison Group

P.S. Please note the change of address.

SUTTON & GULLEY, P.A.

ATTORNEYS AT LAW
26 West Dry Creek Circle, Suite 375
Littleton, Colorado 80120
(303) 730-6204
FAX (303) 730-6208

NOV 0 6 2006

DEBRA SUTTON & ASSOCIATES, PC
DEBRA K. SUTTON
JACQUELYN S. BOOKER
ERICA O. CHAPIN

KENNETH G. GULLEY, PC

October 30, 2006

Ms. Carol Guestelle
Volkswagen of America, Inc.
600 Sylvan Avenue
Englewood Cliff, NJ 07632

RE: State Farm Claim No.: [redacted]property]
State Farm Claim No.: [redacted]--property]
State Farm Claim No.: [redacted]--property]
State Farm Claim No.: [redacted]uto]
State Farm Claim No.: [redacted]auto]
State Farm Claim No.: [redacted]auto]

DOL: January 11, 2005
Our File: [redacted]

Dear Ms. Guestelle,

I have been retained by State Farm Insurance Companies to represent its subrogated interests in the referenced claims arising from a fire that occurred at the Genesee Village Condominiums in Jefferson County, Colorado on January 11, 2005. I believe that you have received prior notice of some, if not all of these claims. The subject fire started in a VW Passat owned by [redacted]s and resulted in significant property damage. The combined State Farm claims, which we are handling under master file number [redacted] total approximately $150,000. Additionally, we understand that Travelers, who insured the Genesee Village Condominium I Association, has a substantial subrogated loss.

In addition to notifying you of these claims, I am writing to confirm that Volkswagen of America, Inc. manufactured the subject Passat. The VIN for the subject vehicle is: WVWTH63B82P[redacted] Would you kindly confirm in writing that your company manufactured this vehicle.

Thank you for your assistance and I look forward in working with you toward a resolution of these claims.

Very truly yours,

Sutton & Gulley, P.A.

Kenneth G. Gulley

VOLKSWAGEN

Audi

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

September 22, 2005

Mr. James W. Rasmus, Subro. Examiner
California Casualty Mgmt. Co.
P. O. Box 39700
Colorado Springs, CO 80949-9700

Re: Your Insured [redacted]
Your Claim: [redacted]

Dear Mr. Rasmus:

Your letter of September 12, 2005, regarding the captioned matter, has been forwarded to our attention.

Enclosed is a copy of our letter of May 4, 2005, to State Farm Insurance stating our file was being closed pending results of further testing being conducted by them and their experts. A copy of our engineer's inspection report is also enclosed for your information.

As of this date, no further information has been received from State Farm and our file remains closed.

Sincerely,

Carol Guastelle

VARGO MYERS JANSONpc

Attorneys and Counselors at Law
6464 West 14th Avenue
Lakewood CO 80214-1913

PO Box 280389
Lakewood, CO 80228-0389

1-888-77SUBRO (7-8276)
Phone: 303-238-8832
Fax: 303-233-2210

FEIN 84-1157065

Gerald P Vargo
Todd A Myers
Yosy V Janson

Ann Holewinski

Via FAX only 201-894-5498

August 3, 2006

Carol Guastelle
Volkswagen of America
Office of the General Consel
600 Sylvan Avenue
Englewood Cliffs, NJ 07632

re: California Casualty insured [redacted]
Date of loss: 1/11/05, fire damage
VMJ file #49583

Dear Ms. Gusatelle:

Vargo Myers Janson PC represents California Casualty Indemnity Exchange in its subrogation claim against Volkswagen of America. California Casualty insured the condo of [redacted] in this fire loss at [redacted] Genessee, Colorado.

California Casualty's claimed damages are $35,985.17.

If you wish to resolve this matter now, send payment of $40,472.96 ($35.985.17 + interest to date of $4,487.79), payable to "Vargo Myers Janson PC," referencing file number 49583.

Sincerely,

Ann Holewinski

* Location * Defect

* Vin # *

HODGE SERVICES INCORPORATED

Protocol for Laboratory Examination

Assignment 20051619

January 27, 2006

Insured: [redacted]
Date of Loss: January 11, 2005
Loss Address: [redacted]
Golden, Colorado [redacted]

© Hodge Services Incorporated
P.O. Box 270623
Littleton, Colorado 80127-0911
Phone 303.979.2999 • Fax 303.933.2204 • Cellular 720.244.7973

8803 South Balsam Street
Littleton, Colorado 80128-6904
(303) 979-2999
(303) 933-2204 Fax

Fax

To:	Douglas Nielson	From:	George Hodge
Fax:	1-201-894-5498	Pages:	[Click here and type # of pages]
Phone:	201-227-7916	Date:	1/30/2006
Re:	Protocol date change	CC:	[Click here and type name]

CONFIDENTIALITY NOTICE!

The documents accompanying this facsimile transmission contain confidential information belonging to the sender which is legally privileged. The information is intended for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this facsimile information is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone to arrange for the return of the documents to us.

Protocol date change for the VW Passat exam, please see attached

Protocol for Laboratory Examination

Assignment 20051619

January 27, 2006

Insured: [redacted]
Date of Loss: January 11, 2005
Loss Address: [redacted]
Golden, Colorado [redacted]

© Hodge Services Incorporated
P.O. Box 270623
Littleton, Colorado 80127-0011
Phone 303 979 2999 - Fax 303 933 2204 - Cellular 720 244 7973

Guastelle, Carol

From: Guastelle, Carol
Sent: Monday, January 30, 2006 1:19 PM
To: Nielsen, Doug
Subject: [redacted] FIRE INSPECTION
Attachments: [redacted]

Tracking:

Recipient	Delivery
Nielsen, Doug	Delivered: 1/30/2006 1:19 PM

Hi Doug,

This is an old case where you inspected the vehicle (2002 Passat, VIN WVWTH63B82P[redacted] on March 22, 2005, at Klode's, Littleton, CO.

The attached notice states an examination of the alternator will commence on 2/17/2006. Let me know if you plan to attend.

Thanks,
Carol

(953)

HODGE SERVICES INCORPORATED

Protocol for Laboratory Examination

Assignment 20051619

January 27, 2006

Insured: [redacted] CASE

Date of Loss: January 11, 2005

Loss Address: [redacted]

Golden, Colorado [redacted]

© Hodge Services Incorporated
P.O. Box 270623
Littleton, Colorado 80127-0011
Phone 303.979.2999 • Fax 303.933.2201 • Cellular 720.214.7973

VOLKSWAGEN

May 4, 2005

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

Mr. William Hopkins
State Farm Insurance Companies
P. O. Box 339408
Greeley, CO 80633-9408

Re: Your Insure[redacted]
Your Claim: [redacted]

Dear Mr. Hopkins:

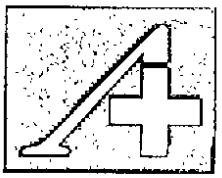
Our engineer inspected the 2002 VW Passat, VIN WVWTH63B82P[redacted], at Klode's, Littleton, CO on March 22, 2005. This vehicle was also involved in the incident of January 11, 2005 (see State Farm - Insured: [redacted] - Claim: [redacted]).

As the examining experts present during the inspection did not arrive at any conclusion as to the cause of the fire, State Farm was conducting further tests.

As of this date our file has been closed pending the receipt of further information from State Farm.

Sincerely,

Carol Guastelle



AUTO & HOME
INSURANCE PLUS

California Casualty
Management Company
1650 Telstar Dr
Colorado Springs CO 80920-1004

MAIL CORRESPONDENCE TO:

PO Box 39700
Colorado Springs CO 80949-9700

www.calcas.com
www.aplus.com

1 (719) 532-8000
1 (800) 800-9410

September 12, 2005

Mr. Rick Vanhassell
Volkswagen America
C/O Osborn Automotive
Lakewood, CO 80214

RE:	YOUR POLICYHOLDER:	Volkswagen
	YOUR POLICY/CLAIM NO:	not specified
	DATE OF ACCIDENT:	01-11-05
	INSURER:	California Casualty Indemnity Exchange
	OUR POLICYHOLDER:	[redacted]
	OUR POLICY/CLAIM NO:	
	AMOUNT REQUESTED:	$35985.17

Dear Mr. Vanhassell:

Enclosed are my subrogation documents as a result of a vehicle fire that spread to my insured's dwelling. Ms. [redacted] is the owner of the vehicle. Ms. [redacted] had recent work done at Dean Service Center.

It is my understanding that Volkswagen has assumed liability for this loss. Please contact me at the number below to confirm that I am correct that Volkswagen is assuming liability.

Sincerely,

James Rasmus

James W. Rasmus
Subrogation Examiner
1-800-800-9410 ext. 8739
Email: jrasmus@aplus.com

James Rasmus

From: Darlene DeCicco
Sent: Wednesday, August 24, 2005 5:31 PM
To: James Rasmus
Subject: RE: [redacted] dol 01-11-05

They are not--thanks.

R. Darlene DeCicco
Senior Claims Adjuster
California Casualty Indemnity Exchange
800-800-9410 x 8776
Fax: 800-856-9281
Email: ddecicco@calcas.com

From: James Rasmus
Sent: Tuesday, August 23, 2005 2:25 PM
To: Darlene DeCicco
Cc: James Rasmus
Subject: [redacted] dol 01-11-05

Darlene:

Reviewing the letters from Custard Insurance Adjusters it appears they may be assuming the subrogation recovery process. Was that correct? I have the file. Please let me know for sure if this was your intent.

Jim Rasmus

James Rasmus

From: James Rasmus
Sent: Tuesday, August 23, 2005 2:25 PM
To: Darlene DeCicco
Cc: James Rasmus
Subject: [redacted] dol 01-11-05

Darlene:

Reviewing the letters from Custard Insurance Adjusters it appears they may be assuming the subrogation recovery process. Was that correct? I have the file. Please let me know for sure if this was your intent.

Jim Rasmus

cia®

custard insurance adjusters, inc.

February 1, 2005

Mr. Rick Vanhassell
Volkswagen America
C/o Osborn Automotive
8303 W. Colfax Ave.
Lakewood, CO 80214

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Date of Loss: 01/11/2005
Their Insured: [redacted]
Our File #: [redacted]

To Whom it May Concern:

We have been retained by California Casualty Insurance Company to handle a claim involving the above referenced insured and incident under their policy [redacted] Our preliminary investigation has determined the cause and origin of the damages caused to the insured's residence from fire was a result of a fire originating inside the engine compartment of a Volkswagen automobile.

Please accept this letter as notice of California Casualty Insurance Company's right of subrogation for any and all payments made to their insured *under the above policy* which may or may not be reimbursable *under your insurance policy* if insurance is in effect.

Please feel free to contact our office if you have any questions at (303) 338-1015, between the hours of 8:00 and 5:00, Monday through Friday. If we are not in, please leave your name, telephone number, our claim number and the best time to return your call.

Respectfully,

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

cc: Darlene DeCicco
California Casualty Insurance Company
P.O. Box 39700
Colo. Springs, CO 80949

TO Subro

cia®

Custard Insurance Adjusters, inc.

February 1, 2005

ADDRESS REPLY TO:

[redacted]
Golden, Colorado [redacted]

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Date of Loss: 01/11/2005
Their Insured: [redacted]
Our File #:

Dear Ms. Sands:

We have been advised you are the owner of the vehicle believed to have caused the fire on the above referenced date at the Genesee Village Condo Association. We have been retained by California Casualty Insurance Company to adjust their insured's claim under their policy [redacted]

Please accept this letter as notice of California Casualty Insurance Company's right of subrogation for any and all payments made to their insured *under the above policy* which would be reimbursable *under your insurance policy.*

We are requesting you provide us with the name of your insurance carrier as well as contact information for your agent.

Thank you in advance for your immediate attention and cooperation in this matter. Please feel free to contact our office at (303) 338-1015, between the hours of 8:00 and 5:00, Monday through Friday if you have any questions pertaining to this matter.

Respectfully,

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

cc: Darlene DeCicco
California Casualty Insurance Company
P.O. Box 39700
Colo. Springs, CO 80949

cia®

custard insurance adjusters, inc.

February 1, 2005

ADDRESS REPLY TO:

Dean Service Center
11565 West 13th Avenue
Lakewood, Colorado 80215

ATTN: Business Owner

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Date of Loss: 01/11/2005
Their Insured: [redacted]
Our File #:

Dear Business Owner:

We have been retained by California Casualty Insurance Company to handle a claim involving the above referenced insured and incident under their policy [redacted] regarding a fire which occurred at the Genesee Village Condominium believed to have been caused by the ignition of a fire in a vehicle owned by [redacted] Our investigation has determined this vehicle was serviced at your business on January 10, 2005, which may have caused or contributed to the fire.

Please accept this letter as notice of California Casualty Insurance Company's right of subrogation for any and all payments made to their insured *under the above policy* which would be reimbursable *under your insurance policy* if you were determined to be at fault in the causation of this loss.

If you are insured, we suggest you immediately tender this claim to your insurance company in order to protect your individual interests. We ask that you provide us with the name of your insurance carrier, agent and policy number.

If you have any questions, you may contact us at (303) 338-1015, between the hours of 8:00 and 5:00, Monday through Friday. If we are not in, please leave your name, telephone number, our claim number and the best time to return your call.

Respectfully,

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

cc: Darlene DeCicco
California Casualty Insurance Company
P.O. Box 39700
Colo. Springs, CO 80949

Colorado CSC
JUN 30 2005
Distribution Svcs

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

Enc: 1) Homeowners Proof of Loss
2) Draft #7000076977 - $8,395.00
3) Draft #7000076978 - $863.30

cc: Darlene DeCicco – California Casualty Insurance Company
P.O. Box 39700 – Colo. Springs, CO 80949

cia®

custard insurance adjusters, inc.

ADDRESS REPLY TO:

2260 South Xanadu Way
Suite 215
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

June 28, 2005

Ms. Peggy Thiessen
23559 Genesee Village Road
Golden, Colorado 80401

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Insured:
Date of Loss: 01/11/05
Our File #: [redacted]

Dear Ms. [redacted]

Please find enclosed a check made payable to you in the amount of $8,395.00 which represents the conclusion of your contents claim. Previously submitted to us was a listing of items totaling $860.00. This was applied against the advance contents payment to you immediately following the loss in the amount of $1,000.00 resulting in a credit remaining against any further claims of $140.00. We submitted your entire listing of the additional contents amounting to $8,165.00 to which the $140.00 credit was applied for a net contents balance due of $8,025.00. Receipts for reimbursement requested for the storage units in the amount of $370.00 was added, resulting in the check made payable to you in the amount of $8,395.00.

Also submitted to the company was a request to reimburse you for the additional mileage expense covered under your additional living expense coverage in the amount of $1,009.91. An advance payment was made to you in the amount of $500.00 for a balance due of $509.91. The Excel Energy reimbursement request of $353.39 was allowed for the total amount of $863.30.

We are requesting your signature on the enclosed homeowner proof of loss to be forwarded to us in order that the company may proceed with their attempt to subrogate for all payments made to you.

Thank you in advance for your immediate attention and cooperation in completing and returning the enclosed form to us. If you have any questions, please feel free to contact our office at (303) 338-1015.

June 23, 2005

CIA
Attention: Tony Peterson
2260 South Xanadu Way, Suite 255
Aurora, CO 80014

AUTO & HOME
INSURANCE PLUS

California Casualty
Management Company
1650 Telstar Dr
Colorado Springs CO 80920-1004
MAIL CORRESPONDENCE TO:
PO Box 39700
Colorado Springs CO 80949-9700

www.calcas.com
www.aplus.com

1-(719) 532-8000
1-(800) 800-9410

Re: Our Insured : [redacted]
Claim Number:
Date of Loss : 1/11/05
Insurer: CALIFORNIA CASUALTY INDEMNITY EXCHANGE

Dear Tony Peterson:

Enclosed please find our check in the amount of $8,395.00 which represents [redacted] Contents claim. The request for contents was $8,165.00. We advanced paid $1,000 prior. We have deducted $860.00 of the advance payment prior. Therefore, there is $140.00 to deduct for the claimed contents claim. This makes the claim $8,025.00. I have added the storage of personal property in the amount of $370.00 to this check.

Relating to ALE, I have deducted $500.00 from the $1009.91 mileage reimbursement request as $500.00 was paid prior under this coverage. In addition, I have added to the check of $509.91, $353.39 for the Excel Energy bill. Therefore, another check is included for $863.30.

You indicated there will be no claim for dwelling.

Please forward the final Home Owner Proof of loss to my file and the final C and O report when you collect it to my file so that our file may go to the Subrogation Unit.

Thank you for all your time and assistance in the handling of this claim file.

Sincerely,

Darlene DeCicco
Senior Claims Adjuster
719 532-8776
ddecicco@calcas.com

COCAT

RESTORATION • RECONSTRUCTION

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
303.333.0392 Phone
303.333.3811 Fax

Fax

To:	Tony Peterson	From:	Dominick Solano
Fax:	303.338.1018	Fax:	303-333-3811
Phone:	303.338.1015	Phone:	303-333-0392
Subject:	[redacted] /Contents/Furniture	Date:	Thursday, April 28, 2005

Comments: Tony, this is the new scope and change order for the furniture that needs to be fixed. The furniture should be done this week and Mr. Thiessen will possibly coming by to pick up the none salvage items and sign off, As of to day we are all on the same page my fire lead Michelle talked to Mr. Thiessen and set up the pick up time and date so if there is any more to do as of delivery we will make it happen thanks.

Fed #
84-1437901

7823 W. Jewell Avenue
Lakewood, CO 80232
(303) 984-9213

March 4, 2005

Mr. Tony Peterson
Fax: 303-338-1018

Number of pages including cover: 9

Re: [redacted] invoice

Dear Mr. Peterson:

In response to a request from CO-CAT, attached is the detailed invoice for the [redacted], Evergreen, CO [redacted] soft-goods restoration project completed by Dry Clean Super Center.

I can be reached via cell phone at [redacted] or at our plant at [redacted].

Best regards,

Stephen Austin
Owner

COCAT

RESTORATION • RECONSTRUCTION

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
303.333.0392 Phone
303.333.3811 Fax

Fax

To:	Tony Peterson	From:	Cory
Fax:	303-338-1018	Fax:	303-333-3811
Phone:		Phone:	303-333-0392
Subject:	[redacted]	Date:	Tuesday, March 01, 2005

Comments:

Tony,

The following is the revised estimate you requested, it reflects the actual costs for Dry Clean Super Centers and ICC for the dry cleaning and electronics. I also took out the pack in and adjusted the storage, if you have any questions please give me a call.

Cory Braesch
General Manager
cbraesch@cocat.com

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
www.cocat.com

303.333.0392 Local - Phone
303.333.3811 Local - Fax
720-490-6302 Cell

1.888.88.COCAT Toll Free - Phone
1.877.88.COCAT Toll Free - Fax

State Farm Insurance Companies
1555 Promontory Circle
PO Box 339408
Greeley, CO 80633
W: 800-324-0704
F: 970-493-6722

Auto Subrogation Facsimile

To: Carol Fax: 201-894-5498

From: William Hopkins Date: 2/24/05

Insured: [redacted] Pages: 3

Claim #: [redacted] Sent by: WH

CJOS Bachscor

☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Carol -

Here is a copy of the notice I sent to you. Please be advised that the vehicle is a 2005. I have enclosed a copy of the VIN # info for Klodes. This can be the Volkswagen Passat are both @ Klodes. I have both Claim #'s on my letter. Please have your inspector call Ron Brown to set an appointment. Thx Bill

The information contained in this facsimile message contains private and confidential material and/or trade secret material intended for the sole use of the individual named above. If you are not the intended recipient listed above, you are hereby notified that any disclosure, duplication, or distribution of this information, or the taking of any action in reliance on the contents of this transmission, without the express written consent of the State Farm Insurance Companies, is STRICTLY PROHIBITED. If you have received this transmission in error, please notify us immediately by telephone so that we can arrange for the return of this material at no cost to you.

COPY

PO Box 339408
Greeley, CO 80633-9408
FAX: 1-800-324-0645

January 21, 2005

CERTIFIED MAIL
Volkswagon
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2004
Our Insured : [redacted]
Your Reference: VIN # ~~3o8FY4DB51T~~ [redacted]
Your Reference No: ~~2001~~ 2005 Chrysler PT Cruiser

Dear Carol:

The identified vehicle is insured by State Farm. This vehicle suffered fire damage when the Volkswagon Passat caught fire. The Volkswagon has ~~already~~ been identified in a prior letter for our claim number [redacted] I sent you the information the other day. We discussed the fact that you do not have the ability to inspect the residence and it is ok to move the Volkswagon to Klodes for your inspection in February. The evidence will be preserved until you have the chance to inspect.

Once you have a date for your inspection please contact Ron Brown at 303-885-9185 to make the arrangements. I will send you all the documentation as soon as it is available to me. Please call if you have any questions.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

cia

Klode's Mike

Custard Insurance Adjusters, Inc.

[redacted]

February 1, 2005

Mr. Rick Vanhaasell
Volkswagen America
C/o Osborn Automotive
8303 W. Colfax Ave.
Lakewood, CO 80214

ADDRESS REPLY TO:
2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: (303) 338-1015
Fax: (303) 338-1018
E-mail: denver.co@custard.com

Principal: California Casualty Insurance Company
Principal File #: [redacted]
Date of Loss: 01/11/2005
Their Insured: [redacted]
Our File #:

To Whom it May Concern:

We have been retained by California Casualty Insurance Company to handle a claim involving the above referenced insured and incident under their policy [redacted] Our preliminary investigation has determined the cause and origin of the damages caused to the insured's residence from fire was a result of a fire originating inside the engine compartment of a Volkswagen automobile.

Please accept this letter as notice of California Casualty Insurance Company's right of subrogation for any and all payments made to their insured *under the above policy* which may or may not be reimbursable *under your insurance policy* if insurance is in effect.

Please feel free to contact our office if you have any questions at (303) 338-1015, between the hours of 8:00 and 5:00, Monday through Friday. If we are not in, please leave your name, telephone number, our claim number and the best time to return your call.

303-232-6110
Klein's Service Center
Lakewood, Co

Independent worked on car ~~today~~ day before fire incident
40,000 mi

Respectfully,

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:agd

cc: Darlene DeCicco
California Casualty Insurance Company
P.O. Box 39700
Colo. Springs, CO 80949

2/7 - LM w/ Rectg - need VIN
- location veh
- experts Rpt/Photos

Guastelle, Carol

From: Rogers, Christina (PSC)
Sent: Friday, February 04, 2005 3:43 PM
To: Guastelle, Carol
Subject: FW: This may be a legal case

Carol,

This was forwarded to me by an ASM, Harald Gomez.

It's a subrogation 'claim' from an insurance company.

I am unable to locate the customer file in our system, but wanted to make sure that you received it.

Have a great weekend!
Christina

Christina Rogers
Rocky Mountain Regional Coordinator
3499 West Hamlin Rd., Rochester Hills, MI 48309
(248)754-3472
Christina.Rogers@vw.com

-----Original Message-----
From: Gomez, Harald
Sent: Friday, February 04, 2005 1:12 PM
To: Christina Rogers (PSC) (Rogers, Christina (PSC))
Subject: This may be a legal case

Hello Christina. I just got this information from Rick Van Hassel VSM area 42. Please review and forward this info as needed. Thanks, Harald.

Harald Gomez
ASM, Volkswagen of America
Phone: 303-770-8608
Fax: 303-770-4815

* * * COMMUNICATION RESULT REPORT (FEB. 2. 2005 12:53PM) * * *

FAX HEADER: VWOA

TRANSMITTED/STORED : FEB. 2. 2005 12:52PM				
FILE MODE	OPTION	ADDRESS	RESULT	PAGE
351 MEMORY TX		NIELSON	OK	1/1

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

State Farm Insurance Companies

PO Box 339408
Greeley, CO 80633-9408
FAX: 1-800-324-0645

DN
"more info on "Hands"
C 9/2/05
RPC

January 21, 2005

CERTIFIED MAIL
Volkswagon
3800 Hamlin Rd
Auburn Hills, MT 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2005
Our Insured : [redacted]
Your Reference: VIN # 3c8FY4BB51T[redacted]
Your Reference No: 2001 Chrysler PT Cruiser

Dear Carol:

The identified vehicle is insured by State Farm. This vehicle suffered fire damage when the Volkswagon Passat caught fire. The Volkswagon has already been identified in a prior letter for our claim number [redacted]. I sent you the information the other day. We discussed the fact that you do not have the ability to inspect the residence and it is ok to move the Volkswagon to Klodes for your inspection in February. The evidence will be preserved until you have the chance to inspect.

LEGAL DEPT
28 JAN 05

Once you have a date for your inspection please contact Ron Brown at 303-885-9185 to make the arrangements. I will send you all the documentation as soon as it is available to me. Please call if you have any questions.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

State Farm Insurance Companies

PO Box 339408
Greeley, CO 80633-9408
FAX: 1-800-324-0645

January 21, 2005

CERTIFIED MAIL
Volkswagon
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2004
Our Insured : [redacted]
Your Reference: VIN # 3c8FY4BB51T[redacted]
Your Reference No: 2001 Chrysler PT Cruiser

Dear Carol:

The identified vehicle is insured by State Farm. This vehicle suffered fire damage when the Volkswagon Passat caught fire. The Volkswagon has already been identified in a prior letter for our claim number [redacted]. I sent you the information the other day. We discussed the fact that you do not have the ability to inspect the residence and it is ok to move the Volkswagon to Klodes for your inspection in February. The evidence will be preserved until you have the chance to inspect.

Once you have a date for your inspection please contact Ron Brown at 303-885-9185 to make the arrangements. I will send you all the documentation as soon as it is available to me. Please call if you have any questions.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

COPY

PO Box 339406
Greeley, Co 80633-9406
800-324-0704 Ext. 2993
Fax: 800-324-0704

January 14, 2005

CERTIFIED MAIL
Volkswagon Of America
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2005
Our Insured : [redacted]
Your Reference: 2002 Volkswagen Passat
Your Reference No: VIN# WVWTH63B82P[redacted]

Dear Volkswagen:

The identified vehicle is insured with State Farm Insurance. This vehicle experienced a fire that resulted in property damage to the vehicle and a garage. The damage also spread to a motorcyle and another vehicle.

State Farm would like to give you advanced notice of our potential subrogation claim and an opportunity to inspect the evidence. Please contact Ron Brown at 303-885-9185 if you would like to arrange a time for you inspection.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

× × × COMMUNICATION RESULT REPORT (FEB. 2. 2005 12:25PM) × × ×

FAX HEADER: VWOA

TRANSMITTED STORED : FEB. 2. 2005 12:23PM

FILE MODE	OPTION	ADDRESS	RESULT	PAGE
358 MEMORY TX		NIELSON	OK	5/5

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER
E-2) BUSY
E-4) NO FACSIMILE CONNECTION

State Farm Insurance Companies

STATE FARM INSURANCE

PO Box 339406
Greeley, Co 80633-9406
800-324-0704 ext. 2993
Fax: 800-324-0704

DN
Rec'd (5 pages)
P/O map
(license know
deleted) RECEIVED
Please FEB 02 2005
I can atty
advise
Portola)
Thanks
C 2/2/05

January 14, 2005

CERTIFIED MAIL
Volkswagon Of America
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2005
Our Insured : [redacted]
Your Reference: 2002 Volkswagen Passat
Your Reference No: VIN# WVWTH63B82P[redacted]

Dear Volkswagen:

The identified vehicle is insured with State Farm Insurance. This vehicle experienced a fire that resulted in property damage to the vehicle and a garage. The damage also spread to a motorcyle and another vehicle.

State Farm would like to give you advanced notice of our potential subrogation claim and an opportunity to inspect the evadence. Please contact Ron Brown at 303-885-9185 if you would like to arrange a time for you inspection.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

State Farm Insurance Companies

PO Box 339406
Greeley, Co 80633-9406
800-324-0704 Ext. 2993
Fax: 800-324-0704

January 14, 2005

RECEIVED
FEB 02 2005

CERTIFIED MAIL
Volkswagon Of America
3800 Hamlin Rd
Auburn Hills, MI 48326

RE: Claim Number : [redacted]
Date of Loss : January 11, 2005
Our Insured : [redacted]
Your Reference: 2002 Volkswagen Passat
Your Reference No: VIN# WVWTH63B82P[redacted]

Dear Volkswagen:

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State Farm would like to give you advanced notice of our potential subrogation claim and an opportunity to inspect the evidence. Please contact Ron Brown at 303-885-9185 if you would like to arrange a time for you inspection.

Sincerely,

William F. Hopkins
Claim Representative
(800) 324-0704

State Farm Mutual Automobile Insurance Company

RECEIVED
JAN 2 7 2005

NEUENS & ASSOCIATES
ATTORNEYS AT LAW
EMPLOYEES OF TRAVELERS INSURANCE COMPANY - NOT A PARTNERSHIP

CHAD M. NEUENS, ESQ.
MICHAEL J. BUCHANAN, ESQ.
KEVIN L. FLYNN, ESQ.
GREGORY W. PLANK, ESQ.

MAILING ADDRESS
P.O. BOX 17409
DENVER, CO 80217-0409

PHYSICAL ADDRESS
7600 EAST ORCHARD ROAD
SUITE 362-SOUTH
GREENWOOD VILLAGE, CO 80111

TELEPHONE: 303-740-4960
FACSIMILE: 303-740-4997

WRITER'S DIRECT
303-740-4945
GPLANK@STPAULTRAVELERS.COM

January 24, 2005

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Volkswagen of America
600 Sylvan Ave.
Englewood Cliff, N.J. 07632

RE: Our Insured: [redacted]
Date of Loss: 1/11/05
Our Claim No.: AFU2766

Dear Mr. Woodruff:

Please be advised that my office represents the subrogation interests of The Charter Oak Fire Insurance Company concerning the January 11, 2005 fire loss in Genessee, Colorado. Charter Oaks insured Genessee Village HOA which sustained damages as a result of the fire. Your company manufactured the 2002 Volkwagen Passat which was owned by [redacted] an insured of State Farm Insurance Company, and which was located at the point of origin of the above-referenced fire. It is our understanding that State Farm representatives have previously placed you on notice of this fire and that the vehicle has been impounded but will be turned over to State Farm representatives in the near future.

At this time, we understand that your company may be responsible for the fire, and the subsequent loss that occurred. Accordingly, this letter serves as formal notice of Charter Oaks' subrogation rights regarding any and all payments made to, or on behalf of, our insured as a result of the fire.

Additionally, please be advised that our office alone holds authority to resolve our subrogation claim, and our insured is not vested with such authority. Equally, please be advised that Charter Oaks' subrogation pursuit is not meant to alter our insured's claims for any uninsured loss.

1/27/05 - VMM - Waiting to hear from State Farm Re: Veh location & inspection
1/28/05 - VMM from Atty - Wants to be kept informed of insp/Reports, etc

I look forward to hearing from you. Thank you for your attention to this matter.

Sincerely,

Gregory W. Plank

cc: Scott Chase, St. Paul Travelers Insurance Companies (via e-mail)

VOLKSWAGEN

Audi

FAX 970-395-6722

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel. (201) 227-7900
Fax (201) 894-5498

January 21, 2005

Mr. William Hopkins, Claims Rep.
State Farm Insurance

Re: Your Insured: [redacted]
Your Claim: [redacted]
WVWTH63B82P[redacted]

Dear Mr. Hopkins:

As discussed, please move the insured's 2002 VW Passat to Klode's for inspection by one of our engineers – thus, allowing for repairs to be made to the residence in Golden, CO.

Please provide Klode's address, telephone # and Lot # at your earliest convenience.

Sincerely,

C. Guastelle

Carol Guastelle

* * * COMMUNICATION RESULT REPORT (JAN. 24. 2005 12:23PM) * * *

FAX HEADER: VWOA

TRANSMITTED/STORED : JAN. 24. 2005 12:22PM					
FILE MODE	OPTION	ADDRESS		RESULT	PAGE
110 MEMORY TX		19703956722		OK	1/1

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER
E-2) BUSY
E-4) NO FACSIMILE CONNECTION

VOLKSWAGEN

Audi

FAX 970-395-6722

Office of the General Counsel
Product Liaison Group
600 Sylvan Avenue
Englewood Cliffs, NJ 07632
Tel (201) 227-7900
Fax (201) 894-5498

January 21, 2005

Mr. William Hopkins, Claims Rep.
State Farm Insurance

Re: Your Insured: [redacted]
Your Claim: [redacted]
WVWTH63B82P[redacted]

Dear Mr. Hopkins:

As discussed, please move the insured's 2002 VW Passat to Klode's for inspection by one of our engineers -- thus, allowing for repairs to be made to the residence in Golden, CO.

Please provide Klode's address, telephone # and Lot # at your earliest convenience.

Sincerely,

Carol Guastelle

CASE NAME [redacted]

CASE NUMBER

_____ START

_____ CORRESPONDENCE

_X_ INVESTIGATION

_____ LEGAL

_____ DEPOSITIONS

_____ INTERROG, ANSWERS

_____ ENDFILE

Volkswagen of America, Inc.[1]

Vehicle Inspection Report

This report is subject to revisions upon receipt of additional information

Date: September 22, 2005

To: File

From: Douglas Nielsen

Subject: **Fire Loss, 2002 Passat, Deanna J. Sands, (State Farm Ins.)**

The vehicle listed below was inspected on March 22, 2005 at:

Klodes

8300 Blakeland Drive

Littleton, Colorado 80215

Vehicle Data: 2002 Passat Four Motion 4 door sedan, black with a red leather interior.

VIN #: WVWTH63B82P[redacted]
Production Date: 03/19/2002
In Service Date: 07/18/2002
Mileage: Approximately 39,992
License: 546 GON, Colorado
Model Code: 3B35S9
Selling Dealer: 420124, Mountain States Motors Co., Inc.
Options: ST5

Owner Data:
[redacted]

[1] Enclosures: JPG Photos

March 30, 2005

Fire Loss, 2002 Passat, [redacted] State Farm Ins.), Continued:

Exterior:

- Extensive fire damage to the entire frontal areas.
- The left A pillar is buckled.
- The roof is buckled on both sides at the rear of the moon roof opening.
- Both of the C pillars are buckled.
- The tops of both of the rear quarter panels have yielded and deformed.
- The lower areas of the left side are fire damaged by fire burning outside of the vehicle.
- There is advanced burning of the left rear bumper cover area.

Interior:

- The interior is partially gutted.
- The dashboard remains identifiable and all the components installed in the panel remain in place.
- The foam padding remains on the seats.
- The hand brake is engaged.
- The shift lever is in park.

Engine Compartment:

- The fire engulfed the entire engine burning all of the combustibles, hoses and wiring sheathing.
- All of the hoses appear properly clamped.
- The engine oil level is near the maximum indicator.
- The oil filter is loose and the vendor is unknown. The most recent oil change was performed at an outside vendor, not a Volkswagen dealer.
- The catalytic converters do not appear overheated.
- The ground cable that is attached between the body and the engine was found broken at the termination loop end attached to the engine. The loop end is broken in half through the "hole" for the attachment stud. It appears to be a post fire stress failure resulting from the handling of the vehicle.
- The coil pack on the top front of the engine is badly fire damaged but remains identifiable.
- The entire cooling core assembly including the related fans as well as all of the components forward of the engine assembly are missing. The frontal strong members and the bumper bar are all that remain.
- The grossly burned alternator will be removed by the State Farm experts for additional analysis.

Conclusion:

There were no conclusions made as to the origin of the fire by any of the examining experts present during this inspection.

March 30, 2005

Fire Loss, 2002 Passat, [redacted] State Farm Ins.), Continued:

Experts present during viewing:

Leon D. Beesley, C.F.E.I., C.F.I.I.
Investigator
Phoenix Investigations, Inc.
P.O. Box 27297
Denver, Colorado 80227-0297
1-800—580-8510

John Rotello, C.F.I.
O & C Investigations
P.O. Box 1766
Idaho Springs, Colorado 80452
303-567-4086

Michael C. Davidson, IAAI-CFI
Fire Investigator
Professional Investigative Engineers
6275 Joyce Drive, Suite 200
Arvada, Colorado 80403-7541
303-552-0177

Ron Brown
Claim Specialist, Vehicle Inspector
State Farm Insurance
1555 Promontory Circle
Greenly, Colorado 80638
970-395-6721

Douglas Nielsen
Product Liaison Engineer
Volkswagen of America, Inc.

PROPRIETARY & CONFIDENTIAL

The laboratory examination will commence at 10:00 am on February 14, 2006. The examination will be at Hodge Services Incorporated located at 8803 South Balsam Street, Littleton, Colorado 80128. Directions can be found at http://hodgeservices.com/Map.htm.

The following items will be examined:

1. Alternator

- VW Passat

The scope of the examination will be to open the alternator case and examine the internal components.

Standards to be followed:

- ASTME-860

"Standard Practice for Examining and Testing Items That Are or May Become Involved in Products Liability Litigation"

1. Scope

1.1 This practice sets forth guidelines for the examination and testing of actual items or systems (hereinafter termed evidence) that may have been involved in a specific incident that is or is reasonably expected to be the subject of products liability litigation. This practice is intended to become applicable when it is determined that examination or testing of the evidence is required. Testing, examination, and alterations that occur in the course of ordinary service or repair operations would not fall within the scope of this practice.

PROPRIETARY & CONFIDENTIAL

- ASTM E1492

[illegible] Standard Practice for Receiving, Documenting, Storing, and Retrieving Evidence in a Forensic Science Laboratory

1. Scope

1.1 This practice describes procedures and techniques for protecting and documenting the integrity of physical evidence with respect to suitability for scientific testing, and admissibility as evidence in criminal or civil litigation.

- ASTM E1459

[illegible] Standard Guide for Physical Evidence Labeling and Related Documentation

1. Scope

1.1 This guide describes methods to be used for labeling physical evidence collected during field investigations; received in a forensic laboratory; or isolated, generated, or prepared from items submitted for laboratory examination.

1.2 Many types of physical evidence may be hazardous. It is assumed that personnel assigned to the collection, packaging, storing, or analysis of physical evidence will take precautions as appropriate to the evidence.

- ASTM E1188-05

[illegible] Standard Practice for Collection and Preservation of Information and Physical Items by a Technical Investigator

1. Scope

1.1 This practice covers guidelines for the collection and preservation of information and physical items by any technical investigator pertaining to an incident that can be reasonably expected to be the subject of litigation.

ASTM E678-98

E678-98 Standard Practice for Evaluation of Technical Data

1. Scope

1.1 This practice covers the evaluation of technical data, appropriate criteria for such evaluation, and other relevant considerations which constitute a proper basis for the formation of technical opinions in product liability matters. This practice deals with hypotheses and opinions based on consideration and analysis of technical data. While the facts and issues of each situation require specific consideration and may involve matters not expressly dealt with herein, the approach outlined is recommended as good professional practice.

PROPRIETARY & CONFIDENTIAL

ASTM 1020

E1020-96 Standard Practice for Reporting Incidents

1. Scope

1.1 This practice sets forth guidelines for the collection and preservation of information and physical evidence and the preparation of a documentation report relative to any incident(s) involving personal injury, property damage, or commercial loss which may reasonably be expected to be the subject of litigation.

1) The alternator will be photographed as is.

2) The case will be removed.

3) The rotor will be examined.

4) The core will be examined.

5) The front and rear bearings will be examined.

6) The bearings will be removed for possible metallurgical testing

7) All items will be individually bagged and tagged and returned to evidence.

George E. Hodge

George E. Hodge C.F.E.I.
Senior Forensics Scientist

Disclaimer: This protocol is subject to change without notice as the actual laboratory examination requires.

Should any parties have changes or additions to this protocol, please notify George Hodge no later than close of business on February 8, 2006. Any changes will be subject to approval by all parties and a final protocol will be established no later than start of business February 9, 2006. That protocol will be sent to all parties by noon local time in Denver with no additional changes taken after that point.

© Hodge Services Incorporated
P.O. Box 270623
Littleton, Colorado 80127-0911
Phone 303.979.2999 • Fax 303.933.2204 • Cellular 720.240.7973

PROPRIETARY & CONFIDENTIAL

The laboratory examination will commence at 10:00 am on February 13, 2006. The examination will be at Hodge Services Incorporated located at 8803 South Balsam Street, Littleton, Colorado 80128. Directions can be found at http://hodgeservices.com/vlaplan.htm.

The following items will be examined:

1. Alternator

- VW Passat

The scope of the examination will be to open the alternator case and examine the internal components.

Standards to be followed:

- ASTME-860

1. Scope

1.1 This practice sets forth guidelines for the examination and testing of actual items or systems (hereinafter termed evidence) that may have been involved in a specific incident that is or is reasonably expected to be the subject of products liability litigation. This practice is intended to become applicable when it is determined that examination or testing of the evidence is required. Testing, examination, and alterations that occur in the course of ordinary service or repair operations would not fall within the scope of this practice.

PROPRIETARY & CONFIDENTIAL

ASTM E1492

[illegible]

1. Scope

1.1 This practice describes procedures and techniques for protecting and documenting the integrity of physical evidence with respect to suitability for scientific testing, and admissibility as evidence in criminal or civil litigation.

ASTM E1459

[illegible]

1. Scope

1.1 This guide describes methods to be used for labeling physical evidence collected during field investigations; received in a forensic laboratory; or isolated, generated, or prepared from items submitted for laboratory examination.

1.2 Many types of physical evidence may be hazardous. It is assumed that personnel assigned to the collection, packaging, storing, or analysis of physical evidence will take precautions as appropriate to the evidence.

ASTM E1188-05

[illegible]

1. Scope

1.1 This practice covers guidelines for the collection and preservation of information and physical items by any technical investigator pertaining to an incident that can be reasonably expected to be the subject of litigation.

ASTM E678-98

E678-98 Standard Practice for Evaluation of Technical Data

1. Scope

1.1 This practice covers the evaluation of technical data, appropriate criteria for such evaluation, and other relevant considerations which constitute a proper basis for the formation of technical opinions in product liability matters. This practice deals with hypotheses and opinions based on consideration and analysis of technical data. While the facts and issues of each situation require specific consideration and may involve matters not expressly dealt with herein, the approach outlined is recommended as good professional practice.

PROPRIETARY & CONFIDENTIAL

ASTM 1020

E 1020-96 Standard Practice for Reporting Incidents

1. Scope

1.1 This practice sets forth guidelines for the collection and preservation of information and physical evidence and the preparation of a documentation report relative to any incident(s) involving personal injury, property damage, or commercial loss which may reasonably be expected to be the subject of litigation.

1) The alternator will be photographed as is.

2) The case will be removed.

3) The rotor will be examined.

4) The core will be examined.

5) The front and rear bearings will be examined.

6) The bearings will be removed for possible metallurgical testing

7) All items will be individually bagged and tagged and returned to evidence.

George E. Hodge C.F.E.I.
Senior Forensics Scientist

Disclaimer: This protocol is subject to change without notice as the actual laboratory examination requires.

Should any parties have changes or additions to this protocol, please notify George Hodge no later than close of business on February 13, 2006. Any changes will be subject to approval by all parties and a final protocol will be established no later than start of business February 14, 2006. That protocol will be sent to all parties by noon local time in Denver with no additional changes taken after that point.

© Hodge Services Incorporated
P O Box 270623
Littleton, Colorado 80127-9013
Phone 303 979 3999 • Fax 303 933 2204 • Cellular 720 244 7923

PROPRIETARY & CONFIDENTIAL

Date, Time & Location:

The laboratory examination will commence at 10:00 am on February 17, 2006. The examination will be at Hodge Services Incorporated located at 8803 South Balsam Street, Littleton, Colorado 80128. Directions can be found at http://hodgeservices.com/Map.htm

Evidence:

The following items will be examined

1 Alternator

Product Information:

- VW Passport

Scope:

The scope of the examination will be to open the alternator case and examine the internal components

Standards:

Standards to be followed:

- ASTM E-860

Practice for Examining and Testing Items That Are (or May Become) Involved in Products Liability Litigation

1. Scope

1.1 This practice sets forth guidelines for the examination and testing of actual items or systems (hereinafter termed evidence) that may have been involved in a specific incident that is or is reasonably expected to be the subject of products liability litigation. This practice is intended to become applicable when it is determined that examination or testing of the evidence is required. Testing, examination, and alterations that occur in the course of ordinary service or repair operations would not fall within the scope of this practice.

PROPRIETARY & CONFIDENTIAL

- ASTM E1492

E1492-05(2011) Standard Practice for Receiving, Documenting, Storing, and Retrieving Evidence Submitted to Crime Laboratories

1. Scope

1.1 This practice describes procedures and techniques for protecting and documenting the integrity of physical evidence with respect to suitability for scientific testing, and admissibility as evidence in criminal or civil litigation

- ASTM E1459

E1459-92(2011) Standard Guide for Physical Evidence Labeling and Related Documentation

1. Scope

1.1 This guide describes methods to be used for labeling physical evidence collected during field investigations, received in a forensic laboratory, or isolated, generated, or prepared from items submitted for laboratory examination.

1.2 Many types of physical evidence may be hazardous. It is assumed that personnel assigned to the collection, packaging, storing, or analysis of physical evidence will take precautions as appropriate to the evidence.

- ASTM E1188-05

E1188-05 Standard Practice for Collection and Preservation of Information and Physical Items by a Technical Investigator

1. Scope

1.1 This practice covers guidelines for the collection and preservation of information and physical items by any technical investigator pertaining to an incident that can be reasonably expected to be the subject of litigation

- ASTM E678-08

E678-08 Standard Practice for Evaluation of Technical Data

1. Scope

1.1 This practice covers the evaluation of technical data, appropriate criteria for such evaluation, and other relevant considerations which constitute a proper basis for the formation of technical opinions in product liability matters. This practice deals with hypotheses and opinions based on consideration and analysis of technical data. While the facts and issues of each situation require specific consideration and may involve matters not expressly dealt with herein, the approach outlined is recommended as good professional practice

PROPRIETARY & CONFIDENTIAL

- ASTM E 620

E 620-96 Standard Practice for Reporting Incidents

1. Scope

1.1 This practice sets forth guidelines for the collection and preservation of information and physical evidence and the preparation of a documentation report relative to any incident(s) involving personal injury, property damage, or commercial loss which may reasonably be expected to be the subject of litigation

Procedure:

1) The alternator will be photographed as is

2) The case will be removed

3) The rotor will be examined

4) The core will be examined

5) The front and rear bearings will be examined

6) The bearings will be removed for possible metallurgical testing

7) All items will be individually bagged and tagged and returned to evidence

George E. Hodge

George E. Hodge CFEI
Senior Forensics Scientist

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P.O. Box 270623
Littleton, Colorado 80127-0011
Phone 303.979.2999 • Fax 303.933.2201 • Cellular 720.243.7073

Protocol for Laboratory Examination

Assignment 20051619

January 27, 2006

Insured: [redacted]
Date of Loss: January 11, 2005
Loss Address: [redacted]
Golden, Colorado [redacted]

© Hodge Services Incorporated
P.O. Box 270623
Littleton, Colorado 80127-0013
Phone 303 979 2999 • Fax 303 933 2204 • Cellular 720 244 7973

PROPRIETARY & CONFIDENTIAL

The laboratory examination will commence at 10:00 am on February 17, 2006. The examination will be at Hodge Services Incorporated located at 8803 South Balsam Street, Littleton, Colorado 80128. Directions can be found at http://hodgeservices.com/Map.htm.

The following items will be examined:

1. Alternator

- VW Passport

The scope of the examination will be to open the alternator case and examine the internal components.

Standards to be followed:

ASTME-860

1. Scope

1.1 This practice sets forth guidelines for the examination and testing of actual items or systems (hereinafter termed evidence) that may have been involved in a specific incident that is or is reasonably expected to be the subject of products liability litigation. This practice is intended to become applicable when it is determined that examination or testing of the evidence is required. Testing, examination, and alterations that occur in the course of ordinary service or repair operations would not fall within the scope of this practice.

PROPRIETARY & CONFIDENTIAL

ASTM E1492

1. Scope

1.1 This practice describes procedures and techniques for protecting and documenting the integrity of physical evidence with respect to suitability for scientific testing, and admissibility as evidence in criminal or civil litigation.

ASTM E1459

1. Scope

1.1 This guide describes methods to be used for labeling physical evidence collected during field investigations; received in a forensic laboratory; or isolated, generated, or prepared from items submitted for laboratory examination.

1.2 Many types of physical evidence may be hazardous. It is assumed that personnel assigned to the collection, packaging, storing, or analysis of physical evidence will take precautions as appropriate to the evidence.

ASTM E1188-05

1. Scope

1.1 This practice covers guidelines for the collection and preservation of information and physical items by any technical investigator pertaining to an incident that can be reasonably expected to be the subject of litigation.

ASTM E678-98

E678-98 Standard Practice for Evaluation of Technical Data

1. Scope

1.1 This practice covers the evaluation of technical data, appropriate criteria for such evaluation, and other relevant considerations which constitute a proper basis for the formation of technical opinions in product liability matters. This practice deals with hypotheses and opinions based on consideration and analysis of technical data. While the facts and issues of each situation require specific consideration and may involve matters not expressly dealt with herein, the approach outlined is recommended as good professional practice.

PROPRIETARY & CONFIDENTIAL

ASTM 1020

E 1020-96 Standard Practice for Reporting Incidents

1. Scope

1.1 This practice sets forth guidelines for the collection and preservation of information and physical evidence and the preparation of a documentation report relative to any incident(s) involving personal injury, property damage, or commercial loss which may reasonably be expected to be the subject of litigation.

1) The alternator will be photographed as is.

2) The case will be removed.

3) The rotor will be examined.

4) The core will be examined.

5) The front and rear bearings will be examined.

6) The bearings will be removed for possible metallurgical testing.

7) All items will be individually bagged and tagged and returned to evidence.

George E. Hodge

George E. Hodge C.F.E.I.
Senior Forensics Scientist

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Littleton, Colorado 80127-0011
Phone 303.979.2099 • Fax 303.933.2201 • Cellular 720.244.7973

Carol — 9/16/05

This came to my attention to
one of the emails I received
in an e Vm —

I am not certain how they
got my name —

I also have not called the
person on the card letter —

If there is anything else, I
can also [redacted] call me at

Hal Jr —

[redacted]

Thanks
97

[redacted] DOL 011105 OCC 001 CLMT 001 CLM NO
POL EFF 102704 POL STAT RENL LIN BUS HP RSN AMD
INSURED [redacted] CLAIMANT [redacted]
UNIT 000

COVG TYPE 002 ALL LOSS TRANSACTIONS
MEMBER TYP DIS TRANS DATE
RESERVE CATG 1

	CLAIM PAYEE	DRAFT NUMB	TR TC	TRANS DATE	AMOUNT	RESV HISTORY
A			NC	062305	.00	-10000.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE-D AIA NN				BR 42 OFF 042
B			RC	050205	.00	.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE-D AIA NN				BR 42 OFF 042
C			RC	042005	.00	.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE-D AIA NN				BR 42 OFF 042
D			RC	020905	.00	.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE-D AIA NN				BR 42 OFF 042
E			RC	011805	.00	-6630.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE-D AIA NN				BR 42 OFF 042
F	CUSTARD INSURANCE AD [redacted]				528.00	.00
	PY TO P ML TO P	ADJ 145 EX B249 CAUS FIRE-D AIA NN				BR 42 OFF 042

CONTINUE ON NEXT SCREEN?. Y LOSS TRAN FOR LINE?. REINS?. N NEXT: COV?. N

[redacted] DOL 011105 OCC 001 CLMT 001 CLM NO
POL EFF 102704 POL STAT **RENL** LIN BUS **HP** **RSN AMD**
INSURED [redacted] CLAIMANT [redacted]
UNIT 000

COVG TYPE **002** **ALL LOSS TRANSACTIONS**

	MEMBER / RESERVE CATG / CLAIM PAYEE	TYP DIS / PY TO	TRANS DATE / ML TO	DRAFT NUMB / ADJ	TR TC / EX	TRANS DATE / CAUS	AMOUNT / AIA	RESV HISTORY / BR OFF
A	1 CUSTARD INSURANCE AD			3001771285	EM IA	030705	1187.98	.00
	PY TO	ML TO		ADJ 145	EX B249	CAUS FIRE-D	AIA NN	BR 42 OFF 042
B	CUSTARD INSURANCE AD			3001771285	EM	030305	1587.98	.00
	PY TO P	ML TO P		ADJ 145	EX B249	CAUS FIRE-D	AIA NN	BR 42 OFF 042
C	REPOST WITH IA CODE			3001771285	RM	030705	-1587.98	.00
	PY TO	ML TO		ADJ 145	EX B249	CAUS FIRE-D	AIA NN	BR 42 OFF 042
D					CC	011305	.00	16630.00
	PY TO	ML TO		ADJ 145	EX B249	CAUS FIRE-D	AIA NN	BR 42 OFF 042
E								
	PY TO	ML TO		ADJ	EX	CAUS	AIA	BR OFF
F								
	PY TO	ML TO		ADJ	EX	CAUS	AIA	BR OFF

CONTINUE ON NEXT SCREEN?. **N** LOSS TRAN FOR LINE?. REINS?. **N** NEXT: COV?. **N**

[redacted] DOL 011105 OCC 001 CLMT 001 CLM NO
POL EFF 102704 POL STAT RENL LIN BUS HP RSN AMD
INSURED [redacted] CLAIMANT [redacted]
UNIT 000

COVG TYPE 002 **ALL LOSS TRANSACTIONS**
MEMBER TYP DIS TRANS DATE
RESERVE CATG 2

	CLAIM PAYEE	DRAFT NUMB	TR TC	TRANS DATE	AMOUNT	RESV HISTORY
A	COLORADO CATASTROPHE	3001793029	PP	062105	481.22	.00
	PY TC ML TO	ADJ 145 EX B249 CAUS FIRE-C AIA NN				BR 42 OFF 042
B	COLORADO CATASTROPHE	3001793029	PP	061505	481.22	.00
	PY TC PI ML TO I	ADJ 145 EX B249 CAUS FIRE-C AIA NN				BR 42 OFF 042
C	COLORADO CATASTROPHE	7000076287	PP	042905	24495.65	.00
	PY TC ML TO	ADJ 145 EX B249 CAUS FIRE-C AIA NN				BR 42 OFF 042
D	PEGGY THIESSEN	7000073599	PP	011305	1000.00	.00
	PY TC ML TO	ADJ 145 EX B249 CAUS FIRE-C AIA NN				BR 42 OFF 042
E	PEGGY THIESSEN	7000076977	FP	062405	8395.00	7107.44
	PY TC ML TO	ADJ 145 EX B249 CAUS FIRE-C AIA NN				BR 42 OFF 042
F	REPOST WHEN RESERVE	3001793029	PO	062005	-481.22	.00
	PY TC ML TO	ADJ 145 EX B249 CAUS FIRE-C AIA NN				BR 42 OFF 042

CONTINUE ON NEXT SCREEN?. Y LOSS TRAN FOR LINE?. REINS?. N NEXT: COV?. N

[redacted] DOL 011105 OCC 001 CLMT 001 CLM NO
POL EFF 102704 POL STAT RENL LIN BUS HP RSN AMD
INSURED [redacted] CLAIMANT [redacted]
UNIT 000

COVG TYPE 002 **ALL LOSS TRANSACTIONS**
MEMBER TYP DIS TRANS DATE
RESERVE CATG 3

	CLAIM PAYEE	DRAFT NUMB	TR TC	TRANS DATE	AMOUNT	RESV HISTORY
A	PEGGY THIESSEN	7000073598	PP	011305	500.00	.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE L AIA NN				BR 42 OFF 042
B	PEGGY THIESSEN	7000076978	FP	062405	863.30	-1386.70
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE L AIA NN				BR 42 OFF 042
C			RC	050205	.00	.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE L AIA NN				BR 42 OFF 042
D			RC	042005	.00	.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE L AIA NN				BR 42 OFF 042
E			RC	020905	.00	.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE L AIA NN				BR 42 OFF 042
F			CC	011305	.00	2750.00
	PY TO ML TO	ADJ 145 EX B249 CAUS FIRE L AIA NN				BR 42 OFF 042

CONTINUE ON NEXT SCREEN?. N LOSS TRAN FOR LINE?. REINS?. N NEXT: COV?. N

custard insurance adjusters, inc.

Colorado CSC
JUN 16 2005
Facilities Services

June 09, 2005

California Casualty Insurance Co.
PO Box 39700
Colorado Springs, CO 80949

2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

ATTENTION: Darlene DeCicco

Your File/Claim #: [redacted]
Your Insured:
Date of Loss: 01/11/2005
Our File #: [redacted]

INTERIM REPORT

ENCLOSURES:

1) Completed Homeowner Loss Report From Insured
2) Personal Property Loss Schedule Completed by Insured

STATUS:

We are in receipt of the Homeowner Loss Report completed by the insured regarding the fire loss occurring at the insured risk on January 11, 2005. The facts stated in this report verify the fire began in the lower level garage with a neighbors car igniting and spreading to the outside of the building along with the interior of the insured's condo.

Also provided to us is a detailed twenty-three page listing of additional contents including furniture, clothing, food products, etc. which have all been itemized in the total amount of $8,165.00. As we have been instructed on previous claims, we have not completed a detailed property loss schedule showing replacement costs and depreciation as this procedure is normally completed through your office to review by Claim Plus.

At the time of our initial meeting with the insured, we were advised to inform her the company would consider any additional miles she traveled between her temporary residence and her job location. She has computed this to be a daily difference of 32.62 miles traveled over the 72 day restoration period for a total of 2,348.64 miles at an average IRS per mile rate of .43 for a total of $1,009.91.

mileage

In order to minimize the storage charges at the restoration company, the insured rented two storage units in Evergreen, Colorado to store her belongings while structural repairs were being completed. She is submitting an invoice in the amount of $370.00 for the March and April, 2005, rental unit fees.

Apparently the electric in the unit was reestablished shortly after the fire loss with the insured paying her Xcel Energy Bill from January 11, to May 6, 2005, which totaled $353.39 and is being submitted to you for your consideration.

The insured is also requesting reimbursement of her mortgage, first and second payments, from January 11, 2005, to May 06, 2005, totaling $5,115.64. We are aware this claim for the reimbursement of mortgage payments is not covered under the policy and informed the insured initially of this exclusion but apparently she still insists on being reimbursed for these payments. Also enclosed are the homeowner fee payments made between January 11, 2005 to May 06, 2005, in the amount of $1,132.00 which the insured is also requesting be reimbursed to her.

We would like to point out two drafts were delivered to the insured's fiancé, Mark Bohn, at the time of our initial inspection on January 14, 2005, as an advance payment for contents coverage in the amount of $1,000.00 and an advance payment in the amount of $500.00 for additional living expense. Both payments should be taken into consideration when the contents claim is reviewed along with the additional living expense claim. Previously we have submitted a contents list to you which was credited toward this advance payment. * $860 Deducted prior from 1000 I issued

Following the issuance of any additional payments pertaining to the submitted list from the insured, if we can assist you in your subrogation process, please so advise.

FUTURE ACTIVITY:

The only work remaining on this file following the issuance of supplemental payments to the insured will be the subrogation efforts against the responsible third parties. Once you have concluded the payments for this claim, please advise so we can contact the C & O Expert to obtain a copy of his report in support of your subrogation claim. Thank you for the opportunity to be of service to you.

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

HOMEOWNER LOSS REPORT

Name [redacted] Policy No. _____

Addr [redacted] Home Phone [redacted]

(Street & N...) Golden, CO [redacted] Business Phone

City/State

Email _____

Date of Loss or Accident Jan. 11, 2005 Location same as above

Fire Dept or Policy Notified? Yes Station _____ Date 1-11-05

- ☒ Fire
- ☐ Windstorm
- ☐ Theft from Premises
- ☐ Personal Liability/Medical
- ☐ Lightning
- ☐ Explosion
- ☐ Glass Breakage
- ☐ Other (explain)
- ☐ Cause by Vehicle/Aircraft
- ☐ Vandalism
- ☐ Theft Away From Premises

FACTS

How did loss or damage occur? Describe in detail

Fire began in garage with a neighbors car, and spread to the outside of the building and into my condo.

PERSONAL INJURY

Name of Injured _____ Home Phone _____

Address _____ City/State/Zip _____ Business Phone _____

Nature and extent of injuries _____

If a minor, parents name _____

PROPERTY DAMAGE

PLEASE ITEMIZE ON REVERSE SIDE OF FORM. USE ADDITIONAL FORMS IF NECESSARY

Owner of property damaged or stolen [redacted] Home Phone [redacted]

Address _____ City/State/Zip Golden, CO [redacted] Agent _____

OTHER INSURANCE

Is there other insurance that should apply? NO Name of Company _____

Policy Number _____ Agent _____

Company Address _____ Agent Phone _____

Date _____ No. of Pages Inventory Forms Submitted _____

Policy Holder's Signature [signature] _____

PL-019 (9/00)

PERSONAL PROPERTY LOSS SCHEDULE

Seq	Qty	Description	Date of Purchase DD/MM/YY	Place of Purchase	Original Cost	Replace Cost	Deprec %	Actual Cash Value	Amount Allowable	Amount Paid	Balance Payable
		Totals Per Page									
	Pg1	14.00									
	2	32.00									
	3	101.00									
	4	188.00									
	5	20.00									
	6	21.00									
	7	37.00									
	8	37.00									
	9	46.00									
10.	10	30.00									
11.	11	27.00									
12.	12	65.00									
13.	13	73.00									
14.	14	38.00									
15.	15	30.00									
16.	16	456.00									
17.	17	450.00									
18.	18	300.00									
19.	19	720.00									
20.	pg20	2445.00									
21.	21	131.00									
22.	22	424.00									
23.	23	2480.00									
24.											
25.	#	8165.00	Total personal property								
26.											
27.	pg24	1009.91	mileage								
28.											
29.	pg.25	2 x 185.00 = #370	Rental Unit Fees March + April								
30.											
31.	Final pages - Wells Fargo Bank Statements. Highlighted areas										
32.											
33.	Jan.11 - May 6 =	Excel Energy	Total #353.39								
34.											
35.	Jan.11 - May 6 -	Non Use - Mortgage 1st + 2nd payments									
36.			Total #5115.64						#312.29	2/2 mortgage	
37.											
38.	Jan.11 - May 6 -	Home Owners Fees #283 X 4 = #1132.00									
39.											
40.											

[redacted]

COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR [redacted] JOB #: _____

INSURANCE: NON SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Reynolds wrap Aluminum	1.00
	Snyder pretzel original	1.00
	2 Kroger tomato sauce	1.00
	Campbells beef wrap	1.00
	betty crocker choc. chip mix	1.00
	Maggi Seasoning	1.00
	Kroger trash bags	1.00
	Kroger baking soda	1.00
	Cut-Rite wax paper	1.00
	22 christmas Lights	5.00
	All couches - See page 20	$14.00

1

COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR: [redacted] JOB #: _____

INSURANCE: NON SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: ____ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	5 rolls of toilet tissue	3.00
	toilet scrubber	3.00
	electric toothbrush hd	3.00
	2 bars of dial soap	1.00
	Dental care oral rinse	3.00
	Renuzit air freshener	1.00
	box of Kleenex	1.00
	Remembrant tooth paste	2.00
	Nail kit	4.00
	hand soap	2.00
	Zen Garden hand body Lotion	3.00
	~~candle~~ candle	2.00
	3 Mikey Mouse Lotions / 4 bar soap	1.00
	Kroger brand 4 watt Light bulbs	1.00
	4 small deodorants	2.00

$32.00

2

COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FO [redacted] JOB #: _____

INSURANCE: NON-SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: ___ ___ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	TRAVEL SIZE COLGATE SHAVING CREME	1.00
	STACK OF WATER CUPS (BATHROOM)	1.00
	PERT PLUS HAIR SHAMPOO	2.00
	ELECTRIC TOOTHBRUSH HOLDER	10.00
	COUNTRY GARDEN PERFUME	2.00
	CAESERS AFTERBATH SPRAY	10.00
	MISCELENIOUS TRAVEL SIZE BATH ITEMS	4.00
	10 BROKEN RECORDS (antique)	50.00
	HAIR BRUSH	2.00
	CURLERS	10.00
	ANIMAL dropping SCOOP	1.00
	box of NYLONS	2.00
	Potty PADS	1.00
	GARNIER HAIR COLOR	5.00
		$101.00

3

COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FO [redacted] JOB #: _____

INSURANCE: NATIONWIDE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: ___ ___ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	4ft METAL CLAMPS	60.00
	1 CRUTCH	10.00
	blue shovel	5.00
	Zebco fishing pole	5.00
	CURTAIN ROD	10.00
	Pt. CRUISER RACK	60.00
	BACKPACKS BIKE PUMP	8.00
	cotton bag	3.00
	2 plastic Shower CURTAIN	6.00
	25 ft ext. cord	5.00
	Y SNORE NASAL pump Spray	3.00
	2 COOKIE CONTAINERS	10.00
	P.S. COCOA choc/RASPB.	1.00
	LIPTON LEMON ICE TEA	1.00
	KROGER Ripe olives (CAN)	1.00

#188.00

4

COCAT

RESTORATION • REC[redacted]

INVENTORY LISTING FO[redacted] JOB #: _____

INSURANCE: NON-SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: ___ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	KROGER tomato SAUCE 15 oz	1.00
	DAVINCI LASAGNE 16 oz	1.00
	PURE SUGAR CANE (C&H) 16 oz	2.00
	MONET TABLE CRACKERS	1.00
	ORGANIC / fettuccine 16 oz	1.00
	KROGER RIPE olives	1.00
	KROGER garlic SALT	1.00
	KROGER pepto bismal	1.00
	McCORMICK PARSLEY flakes	1.00
	KROGER cinnamon	1.00
	TAZO Green Ginger	1.00
	Splenda	2.00
	Hot Spiced cider mix	2.00
	Libbys pumpkin pie mix	3.60
	CAMPBELLS tomato soup	1.00

$20.00

5

COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FO [redacted] JOB #: _____

INSURANCE: NON-SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	MRS. fields COCOA MIX	1.00
6	KROGER tomato SAUCE	1.00
	KUNNERS SWEET PEAS	1.00
	GEISHA MANDARIN ORANGE	1.00
	KROGER CLAM chowder	1.00
	KROGER Seasoned SALT	1.00
	RODELLE VANILLA	2.00
	MC. SEA SALT GRINDER / BLACK PEPPERCORN	1.00
	NAIL clip	2.00
	SALT SHAKER	2.00
	CAMPBELS Chunky chicken & dumplings	2.00
	Celestial Seasonings Honey VANILLA	1.00
	PEPPER SHAKER	2.00
	SNYDERS Choc. PRETZEL	2.00
	Wolfgangs hearty SOUP	1.00

$21.00

6

COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR [redacted] JOB #: _____

INSURANCE: NON SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: ____ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Excedrin Migraine Tablets	2.00
	BNC Womens Ultra Mega Diet pills	5.00
	Butter sprinkles	1.00
	Decaffeinated Tea	2.00
	Pain Reliver Lemons	4.00
	Chi-Chis Salsa	2.00
	Pancake mix Pecan Praline	3.00
	White Cheddar popcorn seasoning	1.00
	Mega Thin Tortilla Chips	1.00
	Glad Cling Wrap	2.00
	Arvalia Grand Coffee	2.00
	KRAFT easy cheese Spread	1.00
	PRILOSEC acid Reducer	7.00
	Pistachios	2.00#
	Goldfish Crackers	2.00

37.00

7

COCAT

RESTORATION • RECON[redacted]

INVENTORY LISTING FOR: [redacted] JOB #: _____

INSURANCE: NON-SATUAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: ___ ___ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Basically A Cotton Swabs	2.00
	Herbal Essence Shampoo	3.00
	AirBrush Legs (2)	6.00
	Wizard Air fresheners	1.00
	Clear Tears conditioner	2.00
	Mitchum Deodorant	3.00
	Scuni Bobby pins	2.00
	Enucta Hair Spray	1.00
	Loreal Bronze tanning Lotion	2.00
	Rich Reds Shampoo	3.00
	Noxzema pads	3.00
	Nivea Body Lotion	3.00
	White Rain Hairspray	1.00
	Banana Boat Tanning Blend	3.00
	Evian Refreshes	2.00

$37.00

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COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR: [redacted] JOB #: _____

INSURANCE: NON-SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Dove Body Wash	3.00
	Village Naturals Bubble Bath	3.00
	No Nonsense nylon	3.00
	Pheromone Body Moisture	10.00
	QFF Botanicals	5.00
	Body Left Body Scrub	2.00
	Suave Hairspray	1.00
	TResemme moisture Gel	2.00
	Visco Toe Spacers	2.00
	Clairol Radiance color infuser	5.00
	Excellence Cream conditioner	1.00
	Delicate Jewelery Cleaner	5.00
	Curel Shaving Lotion	2.00
	Spa Terre Shampoo	2.00
		$46.00

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COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR [redacted] JOB #: _____

INSURANCE: Non-SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: ___ ___ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Strawberry Jelly	1.00
	Dark Sweet Cherries	2.00
	Minute White Rice	1.00
	Reynold Plastic WRAP	2.00
	Aunt Jemima Pancakes	2.00
	Butter Ball Stuffing	2.00
	Pop Secret Popcorn (2)	2.00
	ORville Redenbachers Popcorn	4.00
	Box of Lipton Tea	3.00
	Gingerbread (Betty Crocker)	2.00
	Hungry Jack Syrup	2.00
	Crisco oil	2.00
	Peter Pan peanut butter	1.00
	Pillsbury Bread + Muffin Mix	2.00
	ARMOR All Wipes	2.00

$30.00

10

COCAT

RESTORATION • RECO [redacted]

INVENTORY LISTING FOR [redacted] JOB #:

INSURANCE: NON-SALVAGE CLAIM #:

TECHNICIAN: DATE:

BOX #: # TAG ITEMS LISTED: ROOM:

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	ARGO Corn Starch	2.00
	Blue Corn Taco Shells	2.00
	Zesta Saltine Crackers (2)	2.00
	Lays Deli Style Chips (2)	2.00
	Lays Sour Cream Chips	2.00
	Hungarian Flour	1.00
	Pistachios	2.00
	Tostitos Chips	2.00
	LIFE Cereal	2.00
	Lite Corn Syrup	2.00
	Club Crackers	2.00
	Quaker Oatmeal Maple	2.00
	morton Salt	1.00
	Hickory Farms Beef-N-More	1.00
	Rice Krispies	2.00

$27.00

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COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR [redacted] JOB #: _____

INSURANCE: NON-SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: ___ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Sole warmers	$ 20.00
	Sterile Pads	3.00
	Spot Shot	3.00
	Tide Detergent	7.00
	Estraven Joint and Bone pills	10.00
	Spray Starch	2.00
	Polish Remover	1.00
	Hartz Pet and stain Remover	3.00
	Leather and suede Cleaner (wilson leather)	5.00
	Goo-Gone	2.00
	MOP + GLO	2.00
	Dial Hand Soap	2.00
	Folex Instant Spot Remover (2)	2.00
	I AM Puppy Biscuit	2.00
	Ortega Taco Shells	1.00

$65.00

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COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR: [redacted] JOB #: _____

INSURANCE: NON-SALVAGE CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: _____

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Kitty Picture FRAME	$ 20.00
	Mildew Stain Remover	2.00
	Brill cleaning pads	2.00
	Carpet Deodorizer	2.00
	Vanish Toilet Bowl Cleaner	2.00
	Armorall	3.00
	Leather Cleaner and Conditioner	5.00
	Scratch out	3.00
	Scouring Cleanser	2.00
	Stay off training aid	4.00
	Heel and Toe Lotion	5.00
	Fabric Protectant	10.00
	Toilet Bowl plunger	5.00
	Wrapping Paper	5.00
	Cascade detergent	3.00

$73.00

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COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING F[redacted] JOB #: _____

INSURANCE: _____ CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: Refrigerator

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	1 Box of mandarins	3.00
	CArnation sweet milk	1.00
	tia Rosa Flour Tortillas	3.00
	Monricos Cherry Cider	4.00
	Triple-Sec Drink	4.00
	1 Bag of Salad	2.00
	1 Bag of Tomatoes	3.00
	Velveta Cheddar cheese	3.00
	Philadelphia Cream cheese (2) (onion Flavored)	3.00
	Deli Select Honey Ham	3.00
	Nice + Cheesy Package of sliced cheese (3)	2.00
	1 Bag of shredded Mozzarella cheese	2.00
	Pepperoni Slices	2.00
	1 onion	1.00
	1 Block of Butter	2.00

38.00

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COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR: [redacted] JOB #: _____

INSURANCE: _____ CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: Kitchen Refrigerator

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Dish made of Corn	1.00
	KRAFT Cool Whip	2.00
	Homestyle Beef Gravy	2.00
	King Soopers 2% HALF GALLON Milk	2.00
	Tostitos Ranch Style SALSA	2.00
	Vlasic Kosher Dills	2.00
	Ultimate Applesauce	2.00
	Free Catalina Salad Dressing	2.00
	Vlasic SWEET midgets	2.00
	Oregon Black Berry	2.00
	Red Rasberry Jelly	2.00
	Cherry Jelly	2.00
	Smuckers Apricot Jelly	2.00
	Browning and Seasoning Sauce	2.00
	Spanish olives(2)	3.00

$30.00
15

COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR: [redacted] JOB #: _____

INSURANCE: _____ CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: Thrown Away

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	NON-SALVAGE	
	Stand up lamp (Burnt)	30.00
	Gold small lamp (Burnt)	60.00
	3 Dozen of Dry Roses	30.00
	2 Plants 1 small 1 medium Size	20.00
	Purple Curtains	100.00
	1 wicker Basket	30.00
	old magzines	~~0~~
	Purple Curtains	100.00
	Stuffed Animal (swan)	20.00
	1 Beige Flowered Throw Rug	60.00
	2 Beige Door mats	6.00
		$ 456.00

16

Items Stolen/Burn

COCAT

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR: [redacted] JOB #: _____

INSURANCE: _____ CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: Storage Room

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
Tag# 97	Top to Computer Desk (Broke)	50.00
Tag#98	Desk to Computer Desk (Broke)	100.00
Tag#99	Side Stand to Computer Desk (Broke)	50.00
Tag#100	Soccer Table Game (cracked on Side)	50.00
Box# 50	Christmas Tree (Burnt Ruined)	200.00
		450.00

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5150 Havana Street, Unit #F | Denver, Colorado 80239 | (303) 333-0392 phone | (303) 333-3811 fax | www.cocat.com

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RESTORATION • RECONSTRUCTION

INVENTORY LISTING FO [redacted] JOB #: _____

INSURANCE: _____ CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: Master Bedroo

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	Tag #64 Brown Desk with support for papers (Broke) (antique)	$ 300.00

18

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RESTORATION • RECONSTRUCTION

INVENTORY LISTING FOR [redacted]

JOB #: _____

INSURANCE: _____ CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: Bedroom

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)	
	Tag#45	Brown Chair from Seat (Leather)	$600.00
	Tag#52	Picture Frame (Broke corner) (Burnt Back)	80.00
	Tag#41	Large Wood Mirror	40.00
			$720.00
	Brown leather recliner purchased from Sofa mart. August 2003		

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RESTORATION • RECONSTRUCTION

INVENTORY LISTING FO [redacted] JOB #: _____

INSURANCE: _____ CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: Living Room

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)	
Box#10	Girl with Flower Designed ornament (Broke)		30.00
Box#12	1 Crystal Swan (Broke)		15.00
Tag#32	Hanging Lamp (wire Burnt)		80.00
Tag#33	Picture Frame (writing By the Sea) Broke		40.00
Tag#16	Blue long Couches (Burnt and ripped)	sofa mart	900.00
Tag#17	Brown stand (mail was in) (Loose)		50.00
Tag#21	Long Brown center Table (Burnt and Ruined)		300.00
Tag#22	Cherry OAK Chess Table (loose)		20.00
Tag#41	Large Wood Mirror (Leg Broke)		20.00
Tag#7	Brown Bar Stool (Top Back Recliner Loose)		25.00
Tag#10	Purple Sofa chair (Burnt Ruined)	Sofa mart.	300.00
Tag#12	Large Picture Frame (Picture of Patio) Broke		100.00
Tag#14	Colored Lamp Glass Shade (Shade Broke)	Tiffany style	325.00
Tag#15	Brown Dining Chair with red cushion (loose)		40.00
Tag#57	Whirlpool washer (missing Button)		200.00

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Total pg. 20 only $ 2445.00

COCAT Non-Savage STORAGE ROOM

RESTORATION • RECONSTRUCTION

INVENTORY LISTING FO[redacted] JOB #: _____

INSURANCE: _____ CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: GARAGE

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	2 Gift boxes white, gray	5.00
	Pairs of pantnoes	10.00
	1 - Pair of christmas socks	5.00
	2 - white bras	10.00
	3 - Gift boxes, blue, Gold, gray	15.00
	1 - white T-shirt	5.00
	different Papers	10.00
	2 - Colognes	20.00
	1 - black Purse	30.00
	6 - small colognes	10.00
	1 - bag bird wild seeds	4.00
	1 - coca cola Empty bottles	2.00
	Note cards	2.00
	Paper Plates	1.00
	deorant Candles	2.00

131.00

2 of 1

COCAT

RESTORATION • RECONSTRUCTION

Shop

INVENTORY LISTING FOR [redacted] JOB #: _____

INSURANCE: Non-Salvage CLAIM #: _____

TECHNICIAN: _____ DATE: _____

BOX #: _____ # TAG ITEMS LISTED: _____ ROOM: GARAGE

CHECKONE: [ ] PRE-CLEANED [ ] CLEANED [ ] TOTAL LOSS [ ] OZONED [ ] OTHER

BOX #	DESCRIPTION OF ITEM(S)	NOTE(S)
	1-blue bag - cloth	10.00
	Newspapers,	-0-
	2-music cases	60.00
	2-bottles of Special Kitty Food.	10.00
	1-burned Santa claus Toy	20.00
	1-Golden bath shower Gel	5.00
	1- old DOll (antique)	20.00
	1-bottle filled w/ water	1.00
	1- Hat	10.00
	1-box of 7UP Sodas	3.00
	1- Pack of wrapping Paper	5.00
		$144.00
	Items in car burned in garage - dog car seat	60.00
	CD's - 15, umbrella, cell phone cord, electric de-icer garage door opener, emergency road Kit	280.00

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Non-Salvageable

		1	2	3	4	5	
1	White antique China Cabinet						1
2	Purchased June 2001 - American			6	50.00		2
3	Furniture warehouse						3
4							4
5	Foot stool - fur covered + moose shape				40.00		5
6	Two bed pillows				16.00		6
7	4' ft Christmas Tree with white + gold				45.00		7
8	Pet toys - Cat + Dog Toys - (12)				36.00		8
9	4 Baseball caps - from collection				48.00		9
10	USA Hockey winter coat				100.00		10
11	Faux fur brown jacket				50.00		11
12	Dark Green Full length with fur collar -			2	25.00		12
13	Jones of New York.						13
14	White silk sequin evening jacket -			1	65.00		14
15	long sleeves - Foley's						15
16	Red knit sweater				45.00		16
17	Long black coat - velvet decorative shoulders.				85.00		17
18	Two piece black sequin evening gown			1	25.00		18
19	with short sleeved sequin jacket						19
20	Black rabbit fur jacket				50.00		20
21	Three ladies sun hats - cloth + straw				30.00		21
22	One light tan leather pant length jacket -			500	.00		22
23	purchased - Fall 2004 Las Vegas						23
24	Four pairs ladies shoes -			120	.00		24
25	Two bbxes books - Teacher + school-aged			150	.00		25
26			+	2490	.00		26
27							27
28							28
29							29
30							30
31							31
32							32
33							33
34							34
35							35
36							36
37							37
38							38
39							39
40							40

HOMEOWNER LOSS REPORT

Seq	Qty	Description	Date of Purchase DD/MM/YY	Place of Purchase	Original Cost	Replace Cost	Deprec %	Actual Cash Value	Amount Allowable	Amount Paid	Balance Payable
41.		Mileage									
42.											
43.		Condo to Work - (2059 Hiwan Dr.					Evergreen			18.98 miles	
44.		and back home					Middle School)				per day
45.											
46.		720 Sleepy Hollow Dr.		Bailey, CO	to Evergreen Middle School					51.60 miles	
47.		and back.									per day
48.											
49.									Difference	32.62	
50.											
51.								Days spent w/o			
52.								Condo		72	
53.											
54.										X .43	
55.										14.026	
56.											
57.										X 72 Days	
58.											
59.										$ 1009.91	
60.											
61.		Mileage Difference - 32.62									
62.		+ 72 Days = 2348.64 miles									
63.		x .43/mi = $1009.91									
64.											
65.											
66.											
67.											
68.											
69.											
70.											
71.											
72.											
73.											
74.											
75.											
76.											
77.											
						TOTALS					

STORAGE PLACE - EVERGREEN
29309 INDUSTRIAL WAY
Evergreen, CO 80439

Account Ledger

Site: EV | Date: 05/31/05 | Page: 1

Space: 03232

Size: 10X20
Deposit: $0.00
Rent: $185.00

Entry: 03/17/05

[redacted]

Balance: $0.00
Remarks:

Paid-To: 06/17/05

Transactions:

	Date	Type	Deposit	Rent	Fees	Misc	Tax	Total Pd/Chgd	Balance	Paid-To
1.	03/17/05	Transit	0.00	185.00CR	0.00	0.00	0.00	185.00CR	185.00CR	04/17/05
2.	03/17/05	Trnin	0.00	185.00	0.00	0.00	0.00	185.00	0.00	04/17/05
3.	04/16/05	CrCard	0.00	185.00CR	0.00	0.00	0.00	185.00CR	185.00CR	05/17/05
4.	04/17/05	Rent	0.00	185.00	0.00	0.00	0.00	185.00	0.00	05/17/05
5.	05/14/05	CrCard	0.00	185.00CR	0.00	0.00	0.00	185.00CR	185.00CR	06/17/05
6.	05/17/05	Rent	0.00	185.00	0.00	0.00	0.00	185.00	0.00	06/17/05
				$0.00	$0.00	$0.00	$0.00			

WELLS FARGO

Account History

Balance Detail

	Amount
CHECKING [redacted]	
Ending balance as of last business day (04/29/05)	$3,225.24
Available balance (Learn what this means)	$3,112.69
Enroll for Online Statements	

Click on column heading to sort

Account History - All History

Date	Description	Amount
05/02/05	[redacted]	$59.17 (pending)
05/02/05		$53.38 (pending)
04/29/05		$450.00 +
04/29/05		$2,622.36 +
04/27/05		$316.00
04/26/05		$400.00 +
04/25/05		$22.46
04/25/05		$31.42
04/25/05		$300.00
04/22/05		$51.00
04/22/05		$339.89
04/21/05		$23.00
04/21/05		$23.04
04/21/05		$300.00 +
04/19/05		$21.90
04/19/05		$22.80
04/19/05		$77.85
04/19/05		$100.99
04/18/05		$20.01
04/18/05		$73.77
04/18/05		$88.79
04/15/05		$40.15
04/15/05		$83.22
04/15/05		$121.30
04/15/05		$276.80
04/15/05		$450.00 +
04/15/05		$524.01 +

CHECKING

Account History - All History

Date	Description	Amount	
04/14/05	[redacted]	$31.71	
04/12/05		$93.15	
04/12/05		$240.00	
04/11/05		$30.44	
04/08/05		$15.01	
04/08/05		$20.30	
04/08/05		$43.00	
04/08/05		$129.08	
04/05/05		$110.40	
04/05/05		$228.14	
04/04/05		$34.06	
04/04/05		$50.00	
04/04/05		$58.71	
04/04/05		$150.00	
04/04/05		$1,028.91	
04/04/05		$6.95	
04/01/05		$82.11	
04/01/05		$108.00	
04/01/05		$120.00	
03/31/05		$400.00	
03/31/05		$348.03	+
03/31/05		$450.00	+
03/31/05		$2,622.36	+
03/30/05		$30.40	
03/30/05		$34.34	
03/28/05		$50.79	
03/28/05		$180.00	
03/28/05		$339.89	
03/28/05		$2.00	
03/28/05		$62.00	
03/28/05		$2.00	
03/28/05		$102.00	
03/25/05		$22.80	
03/25/05		$25.00	
03/25/05		$300.00	+
03/24/05		$8.00	
03/24/05		$38.65	
03/24/05		$80.00	
03/24/05		$400.00	+
03/21/05		$4.95	
03/21/05		$35.85	
03/21/05		$35.93	

CHECKING

Account History - All History

Date	Description	Amount	
03/21/05	[redacted]	$45.90	
03/21/05		$238.25	
03/21/05		$269.26	
03/18/05		$21.85	
03/18/05		$41.95	
03/17/05		$16.91	
03/17/05		$55.73	
03/16/05		$22.44	
03/15/05		$30.00	
03/15/05		$226.04	+
03/15/05		$450.00	+
03/14/05		$10.75	
03/14/05		$33.61	
03/14/05		$61.60	
03/14/05		$66.77	
03/14/05		$138.40	
03/14/05		$155.11	
03/14/05		$242.60	
03/11/05		$17.21	
03/11/05		$79.94	
03/11/05		$240.00	
03/11/05		$2.00	
03/11/05		$62.00	
03/10/05		$22.90	
03/08/05		$126.86	
03/07/05		$16.00	
03/07/05		$20.00	
03/07/05		$23.20	
03/07/05		$43.00	
03/07/05		$88.92	
03/07/05		$95.88	2nd mortgage
03/07/05		$407.87	
03/03/05		$29.68	
03/03/05		$102.75	
03/03/05		$150.00	
03/03/05		$150.00	
03/02/05		$23.79	
03/02/05		$1,028.91	

CHECKING

Account History - All History

Date	[redacted]	Amount	
03/02/05		$6.95	
03/01/05		$36.01	
03/01/05		$2,000.00	
02/28/05		$4.32	
02/28/05		$22.16	
02/28/05		$55.32	
02/28/05		$65.50	
02/28/05		$450.00	+
02/28/05		$2,622.36	+
02/24/05		$16.58	
02/23/05		$23.25	
02/23/05		$119.81	
02/22/05		$20.38	
02/22/05		$22.43	
02/22/05		$100.00	
02/18/05		$2.00	
02/18/05		$82.00	
02/17/05		$0.95	
02/17/05		$1.95	
02/16/05		$21.16	
02/16/05		$240.00	
02/15/05		$22.66	
02/15/05		$67.53	
02/15/05		$80.00	
02/15/05		$177.35	
02/15/05		$10,000.00	
02/15/05		$450.00	+
02/14/05		$16.76	
02/14/05		$23.20	
02/14/05		$55.11	
02/11/05		$25.71	
02/11/05		$525.00	+
02/11/05		$12,733.61	+
02/10/05		$15.01	
02/10/05		$48.72	
02/10/05		$95.58	
02/09/05		$15.04	
02/09/05		$151.29	

Masterfiles / CSC
MAY 26 2005

custard insurance adjusters, inc.

ADDRESS REPLY TO:

2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

May 23, 2005

California Casualty Insurance Co.
P.O. Box 39700
Colorado Springs, CO 80949

ATTENTION: Darlene DeCicco

Your File/Claim #: [redacted]
Your Insured:
Date of Loss: 01/11/2005
Our File #: [redacted]

INTERIM REPORT

ENCLOSURES:

1) Repair Supplement Invoice

STATUS:

We are in receipt of the requested draft in the amount of $24,495.65 payable to [redacted] and COCAT, Inc. for payment of the restoration services provided by COCAT. During the past 30 days we were advised COCAT had received a quote for furniture repairs to items taken from the fire scene in the amount of $481.22 for repairs to several cabinets. We are submitting this additional change order and requesting a draft be issued payable to Peggy Thiessen and COCAT, Inc. in the amount $481.22. The Federal Tax I.D. Number for COCAT, Inc. is [redacted].

We have been advised by Mr. [redacted] they are hopeful they can move back into the risk location following completion of repairs to the structure on or before June 01, 2005. Once we have been advised by the insured that repairs have been completed we will contact her and arrange to conclude her claim of miscellaneous items being prepared by her. We will also assist her regarding submitting a claim for reimbursement of additional expenses under the additional living expense coverage on the policy. Once coverage and claims have been concluded we will assist you in anyway we can to prepare and submit your subrogation demand to the proper parties.

FUTURE ACTIVITY:

The work remaining on this file is to await receipt of the above requested draft and forward it to the insured in payment of the supplemental charge for furniture repair. Once we have been advised the insured has moved back to her residence, we will schedule an appointment with her to conclude her contents claim and additional living expenses.

Thank you for the opportunity to be of service to you. If you have any questions, please do not hesitate to contact our office.

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

COLORADO CATASTROPHE
Fire · Flood · Restoration

5150 Havana Street, Unit F
Denver, Colorado 80239
303-333-0392 phone
303-333-3811 fax

CHANGE ORDER

[redacted]
Owner Name

[redacted]
Job Address

Colorado Catastrophe, Inc. is hereby authorized to perform the following described Additional Work. Refer to the Additional Work estimate dated 4/05/05 or use the space provided.

ES for new price on Repair of Furniture

CHARGE FOR ADDITIONAL WORK $ 4812.22.

The Additional Work will be performed under same conditions, and in accordance with, the original contract. **Colorado Catastrophe, Inc.** hereby agrees to furnish all the necessary labor and materials to complete the Additional Work for the stated price.

Signed this, the _____ day of _____.

X _____
Owner / Representative Signature

Dominick Solano
Colorado Catastrophe, Inc

X _____
Owner / Representative Printed Name

Dominick Solano
Colorado Catastrophe, Inc Printed Name

White: PM | Yellow: Customer

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COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
303.333.0392 Phone
303.333.3811 Fax
www.cocat.com

Client: [redacted]
Property: [redacted]
Golden, CO [redacted]

Work: [redacted]
Fax:

Billing: [redacted]

Operator Info:
Operator: SHAY
Estimator: Shay Henkel
Business: (303) 333-0392

Business: 5150 Havana St. Unit F
Denver, CO 80239

Type of Estimate: Fire
Dates:
Date Entered: 02/18/04 Date Assigned: 02/18/04

Price List: CODE2S5A
Restoration/Service/Remodel with Service Charges Factored In
Estimate: 100664.CON4

Thank you for your business and please don't hesitate to contact me with any questions or if there is anything else we can assist you with.

Have a great day,

Shay Henkel
303.333.0392 office
303.591.2247 cell

Need one?

COCAT, Inc.
5150 Havana St, Unit F
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www.cocat.com

100664.CON4

Room: Fabric Restoration

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
CONT: DRY CLEANING	1.00 EA	0.00	5,794.50	5,794.50
Specialty dry cleaning services for clothing items smoke damaged due to fire loss.				
Room Totals: Fabric Restoration				5,794.50

Room: Electronics

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Cleaning - Electronics - per hour	1.00 EA	0.00	2,470.94	2,470.94
Room Totals: Electronics				2,470.94

Room: Structural cleaning

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean entertainment center	20.00 LF	0.00	6.01	120.20
Clean table - dining - large	1.00 EA	0.00	44.56	44.56
Clean dishwasher - portable - exterior - Heavy clean	1.00 EA	0.00	25.38	25.38
Clean chair - dining	5.00 EA	0.00	9.65	48.25
Clean bar stool	1.00 EA	0.00	12.62	12.62
Clean china cabinet - large	1.00 EA	0.00	66.57	66.57
Porcelain stand stand	3.00 EA	0.00	17.95	53.85

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CONTINUED - Structural cleaning

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean Oak stand	1.00 EA	0.00	17.95	17.95
Clean stereo - components - turntable - exterior wipe down	1.00 EA	0.00	13.89	13.89
Clean mail stand	1.00 EA	0.00	17.95	17.95
Clean glass top table (children porcelain stand)	1.00 EA	0.00	35.68	35.68
Clean - wicker	8.00 EA	0.00	26.45	211.60
Clean purple foot stool	1.00 EA	0.00	4.77	4.77
Clean Metal Stand	2.00 EA	0.00	12.54	25.08
Clean chess table	1.00 EA	0.00	20.05	20.05
Clean magazine stand	1.00 EA	0.00	11.26	11.26
Clean metal stand	1.00 EA	0.00	11.26	11.26
Clean fireplace tools	1.00 EA	0.00	25.38	25.38
Clean fire log stand	1.00 EA	0.00	11.26	11.26
Clean hanging light lamp	1.00 EA	0.00	40.17	40.17
Clean Half circle glass top	1.00 EA	0.00	35.68	35.68
Clean Pool Table	1.00 EA	0.00	125.00	125.00
Clean Pool sticks	1.00 EA	0.00	5.00	5.00
Clean picture - frame, glass & back only	7.00 SF	0.00	5.73	40.11
Clean bed frame	1.00 EA	0.00	8.02	8.02
Clean chair - wicker	1.00 EA	0.00	19.03	19.03
Clean dryer - exterior	1.00 EA	0.00	10.37	10.37
Clean oven	1.00 EA	0.00	65.73	65.73
Clean curtain rod	1.00 EA	0.00	15.00	15.00
Clean refrigerator - interior and exterior - Heavy clean	1.00 EA	0.00	65.73	65.73
Clean washer - exterior	1.00 EA	0.00	10.14	10.14
Clean canopy bed	1.00 EA	0.00	44.31	44.31
Clean dresser - double	1.00 EA	0.00	35.68	35.68
Clean chest	1.00 EA	0.00	23.63	23.63
Clean night stand	1.00 EA	0.00	17.95	17.95
Clean keyboard stand	1.00 EA	0.00	17.95	17.95
Clean mirror	2.00 EA	0.00	7.59	15.18

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CONTINUED - Structural cleaning

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean step exercise machine	1.00 EA	0.00	180.83	180.83
Clean Arcade game	1.00 EA	0.00	123.65	123.65
Clean chair - brown rocking	1.00 EA	0.00	19.03	19.03
Clean white oak stand	1.00 EA	0.00	22.18	22.18
Clean step stool	1.00 EA	0.00	10.00	10.00
Clean table lamp - gloss finish - Heavy clean	1.00 EA	0.00	26.61	26.61
Clean serving tray	1.00 EA	0.00	12.62	12.62
Clean shelf - triple	1.00 EA	0.00	55.51	55.51
Clean large heater	1.00 EA	0.00	107.99	107.99
Clean mini. fence	1.00 EA	0.00	8.25	8.25
Clean & deod. mattress & box spring set - full	1.00 EA	0.00	113.70	113.70
Clean small round glass	1.00 EA	0.00	9.03	9.03
Clean chair - patio	4.00 EA	0.00	22.27	89.08
Clean three piece glass set	1.00 EA	0.00	25.99	25.99
Clean wall shelf unit	4.00 LF	0.00	8.29	33.16
Clean door hanging - rack	1.00 EA	0.00	23.36	23.36
Clean tree (potted) - large	1.00 EA	0.00	43.75	43.75
Clean curtain rod	6.00 EA	0.00	8.46	50.76
Clean fish tank	1.00 EA	0.00	171.78	171.78
Dry clean rug - throw	5.00 EA	0.00	7.50	37.50
Clean soccer table game	1.00 EA	0.00	319.37	319.37
Clean blue pot	1.00 EA	0.00	21.98	21.98
Clean trash can	1.00 EA	0.00	9.93	9.93
Clean stainless steel rack	1.00 EA	0.00	23.36	23.36
Clean vase - plant	1.00 EA	0.00	17.92	17.92
Clean white rack	1.00 EA	0.00	15.57	15.57
Clean electric fan - portable	1.00 EA	0.00	32.35	32.35
Clean luggage - average size	3.00 EA	0.00	22.27	66.81
Clean bed frame	1.00 EA	0.00	8.02	8.02
Clean white stool	1.00 EA	0.00	12.62	12.62

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CONTINUED - Structural cleaning

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean stainless steel utensil set	1.00 EA	0.00	40.48	40.48
Room Totals: Structural cleaning				3,105.43

Room: Boxed Contents

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Boxed contents restoration	91.00 EA	0.00	32.45	2,952.95
Room Totals: Boxed Contents				2,952.95

Room: Storage

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Storage - priced at $5.65 per day per container (8 containers @ 135 days)	270.00 EA	0.00	5.65	1,525.50
Pack-out finished February 20, 2004 / Anticipated pack-in June 30, 2004				
Room Totals: Storage				1,525.50

COCAT, Inc.
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Denver, CO 80239
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Room: PACKOUT

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Pack Out supplies - blankets, bubble wrap, plastic, paper, tape, et	1.00 LS	0.00	350.79	350.79
Pack Out boxes - ea @ $1.75	91.00 EA	0.00	1.77	161.07
Pack Out transportation - truck rental.	2.50 DA	0.00	228.56	571.40
Inventory service - supervisor ($35.00 per hour) Toatal loss inventory	20.00 HR	0.00	35.52	710.40
1 supervisor to conduct itemized inventory during packout process.				
Pack Out labor - priced at $35.00 per man hour	80.00 HR	0.00	35.47	2,837.60
Includes labor to unload boxes and items into warehouse.				

Room Totals: PACKOUT 4,631.26

Room: PACK IN

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
COCAT is not scheduled to do a pack in.				

Room Totals: PACK IN 0.00

Room: OZONE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Ozone Chamber priced per use	3.00 EA	0.00	95.00	285.00
CONTENT MANIPULATION	15.00 HR	0.00	35.00	525.00

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CONTINUED - OZONE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Note: The above hours are for the daily loading and off packing of the customers items from the ozone chamber.				
Room Totals: OZONE				810.00

Room: furniture

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Furniture Medic	1.00 SF	0.00	400.00	400.00
Room Totals: furniture				400.00
Line Item Totals: 100664.CON4				21,690.58

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	0.00 Area of Face 1

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Summary for Fire

Line Item Total				21,690.58
Material Sales Tax	@	7.500% x	4,559.62	341.97
Subtotal				22,032.55
Overhead	@	10.0% x	14,721.60	1,472.16
Profit	@	10.0% x	14,721.60	1,472.16
Grand Total				**24,976.87**

Shay Henkel

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
303.333.0392 Phone
303.333.3811 Fax
www.cocat.com

Recap by Room

Estimate: 100664.CON4

Fabric Restoration	5,794.50	26.71%
Electronics	2,470.94	11.39%
Structural cleaning	3,105.43	14.32%
Boxed Contents	2,952.95	13.61%
Storage	1,525.50	7.03%
PACKOUT	4,631.26	21.35%
PACK IN	0.00	0.00%
OZONE	810.00	3.73%
furniture	400.00	1.84%
Subtotal of Areas	21,690.58	100.00%
Total	21,690.58	100.00%

COCAT, Inc.
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Denver, CO 80239
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Recap By Category

O&P Items			Total Dollars	%
CABINETRY			400.00	1.60%
CONT: CLEAN APPLIANCES			219.63	0.88%
CONT: DRY CLEANING			5,897.76	23.61%
CONT: CLEAN ELECTRIC ITEMS			3,264.80	13.07%
CONT: CLEAN - GENERAL ITEMS			173.02	0.69%
CONT: CLEAN - HARD FURNITURE			959.89	3.84%
CONT: CLEAN - LAMPS OR VASES			305.33	1.22%
CLEANING			319.16	1.28%
CONT: CLEAN,UPHOLSTRY & SOFT			113.70	0.46%
CONT: CEILING/WALL HANGINGS			117.58	0.47%
Pack Out			1,083.26	4.34%
Storage			1,525.50	6.11%
Subtotal			14,379.63	57.57%
Material Sales Tax	@	7.500%	341.97	1.37%
Overhead	@	10.00%	1,472.16	5.89%
Profit	@	10.00%	1,472.16	5.89%
O&P Items Subtotal			17,665.92	70.73%

Non-O&P Items	Total Dollars	%
CLEANING	2,952.95	11.82%
CONTENT MANIPULATION	525.00	2.10%
Ozone	285.00	1.14%
Pack Out	3,548.00	14.21%
Non-O&P Items Subtotal	7,310.95	29.27%
O&P Items Subtotal	17,665.92	70.73%
Grand Total	24,976.87	

cia®

Custard Insurance Adjusters, Inc.

ADDRESS REPLY TO:

2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

April 21, 2005

California Casualty Insurance Co.
P.O. Box 39700
Colorado Springs, CO 80949

ATTENTION: Darlene DeCicco

Your File/Claim #: [redacted]
Your Insured:
Date of Loss: 01/11/2005
Our File #: 040-010359

INTERIM REPORT

ENCLOSURES:

1) Letter from ICC Electronic Equipment Specialists
2) Dry Clean Super Center Cleaning List
3) Restoration Listing and Invoice from COCAT, Inc.
4) Partial Listing of Non-Salvageable Contents from Insured
5) Time Service Sheet
6) Interim Service Invoice

E-MAILED 4/22/05

STATUS:

We have continued our contact with the insured, [redacted] and her fiancé, [redacted] and have determined they expect to return to their condominium on or before June 01, 2005. As of this date, Ms. [redacted] has not looked for replacement furniture or other personnel items destroyed in the fire. Mr. [redacted] provided us with a listing from the insured for non-salvageable items which were in storage on the second story balcony when the fire occurred. These include a wicker and metal two-person settee, $250.00, round patio table with two wicker chairs, $150.00, hummingbird feeder, $20.00, outdoor dog tent, $25.00, medium dog litter tray, $30.00, wind chime, $30.00, broom and dust pan $25.00, angel figures, $30.00, electric outdoor barbeque, $90.00, outdoor thermometer, $10.00, and a sliding glass door doggie panel, $200.00. The total submitted to date, $860.00. We were advised by you that all content items to be replaced would be computed at your office, thus we are submitting this list for your consideration and review for payment.

We have received an invoice from COCAT, Inc. pertaining to the pack-out, fabric restoration/dry cleaning, electronic cleaning, structural cleaning, material storage and ozone chamber use, for a total invoice cost in the amount of $24,495.65.

An initial invoice received from COCAT, Inc. totaled over $32,000.00, which we questioned, as it included over $9,000.00 for dry cleaning. Contact was made with the owner of Dry Clean Super Centers, Stephen Austin, on March 04, 2005. At that time we discussed his detailed invoice for the cleaning of soft goods for the insured. Mr. Austin provided us with an itemized listing of all soft good cleaning items which totaled 1,025 pieces at a cleaning cost of $5,563.50. A mileage charge of $33.00 was applied plus labor to pickup the items in the amount of $198.00, for a total revised invoice of $5,794.50 for the fabric restoration portion of this claim.

Also included in the COCAT restoration invoice was $2,470.94 for the cost of cleaning and restoring all electronic equipment located inside the condominium at the time of the fire. Again, we questioned this cost and spoke with Service Manager, Daniel Russell, at ICC Technical Loss Consultants, who provided us with a written explanation showing $300.00 was charged for the equipment, mileage, chemicals, disposables, etc. for the actual cleaning of the electronics. He stated in his letter dated March 08, 2005, approximately 43 hours were spent on labor to pickup, inventory, clean and return all electronic equipment. The items involved ranged from a complete desktop computer system with accessories, to televisions, stereo equipment, air conditioner, fax machine, telephones, and more.

Both invoices from ICC and Dry Clean Super Centers have been sent to the account of COCAT, Inc., and are included in their total amount of $24,495.65.

Regarding the additional living expense claim, Ms. [redacted] has requested we meet with her once she returns to her residence to assist her in preparing and submitting her claim for an additional living expense allowance over and above the amount advanced to her immediately following the loss. Once this itemization is completed, it will be forwarded to you for your review and consideration for payment.

SUBROGATION:

All subrogatable parties continue to await settlement documentation from each individual company along with documentation for their amounts claimed for reimbursement.

We are continuing our contact with Subrogation Specialist, Scott Chase, of St. Paul Travelers, the carrier of the master policy for the condo association regarding providing us with a copy of the complete cause and origin report from Fire Guy Forensics once it has been concluded. Upon receipt, we will forward it to you for your review.

ADDITIONAL CONTENTS REPAIR AND CLEANING:

We have been advised by COCAT Restoration there are numerous items of furniture under repair and several items that were determined to be a total loss. They are preparing a listing of these individual items with their repair costs and estimated values based upon their interview with the insured. This list is forthcoming in the next two to three weeks and will be forwarded to you in our next report.

DRAFT REQUEST:

Following your review of this report and its enclosures, we request a draft be issued payable to Peggy Thiessen and COCAT, Inc . in the amount of $24,495.65 in payment of the restoration invoice enclosed. Please forward the draft direct to our office to be exchanged with the insured for a properly executed Proof of Loss for subrogation purposes.

We request a second draft be issued made payable to Peggy Thiessen in the amount of the depreciated value for the partial contents list submitted with this report. This draft should also be forwarded to our office to be included in the Proof of Loss, upon the draft exchanges with the insured.

FUTURE ACTIVITY:

The work remaining on this file is to continue to monitor the repairs to the insured's residence and determine when she is able to move back in. Once this date is determined, we will contact her to schedule a convenient time to meet with her to assist her in preparing and presenting any additional claims for contents or additional living expenses.

Thanks you for the opportunity to be of service to you. Please find enclosed our Interim Service Invoice for services provided during the past 90-days. If you have any questions, please feel free to contact our office.

Custard Insurance Adjusters, Inc.

Tony Peterson

Tony Peterson
Branch Manager

sgd

TP:sgd

Custard Insurance Adjusters [redacted] Feb 24,2005

Tony,

Here is a start of the items destroyed on the deck in the fire at Peggy Thiessen's condo. All of these items are approximately one year old. We are meeting with COCAT next Tuesday to review the items they have listed as non-salvageable. Thanks for your help.

[redacted]

TEAM

TEACHER RECORDS

Subject _____

Class _____

Non - Salvageable Total loss

Student

Deck Items

1	Two Person setee		1
2	Wicker + Metal -		2
3	Purchased at Tuesday Morning	$ 250	3
4			4
5			5
6	Round Patio Table		6
7	With 2 Wicker Chairs -		7
8	Purchased at American		8
9	Furniture Warehouse.	$ 150	9
10			10
11	One Hummingbird Feeder - From Walmart	$ 20	11
12			12
13	One Dog Outdoor Tent - From Target	$ 25	13
14			14
15	One Medium Dog Litter Tray from Pets Mart	$ 30	15
16			16
17	One Wind Chime from Florida - Gift	$ 80	17
18			18
19	One long Handled Broom + Dust Pan Combo - From Target	$ 25	19
20			20
21	Two Angel figures - Pottery	$ 30	21
22			22
23	One Electric T-Fal Outdoor Barbecue	$ 90	23
24			24
25	One Out Door Thermometer	$ 10	25
26			26
27	One Tall Doggie Door Panel for Sliding Deck Doors		27
28	Custom Order from Home Depot	$ 200	28
29			29
30			30
31		$ 860	31
32			32
33			33
34			34
35			35
36			36
37			37
38			38
39			39
40			40

DRY CLEAN SUPER CENTER

7823 WEST JEWELL AVENUE
LAKEWOOD, COLORADO 80232
Phone: 303-984-9213

Date: Jan 31, 2005

SMOKE, WATER, MOLD DAMAGE

Invoice

Client: [redacted]

Address: [redacted]
Evergreen, CO [redacted]

Home Telephone:
Cell Phone:
Work Phone:

Temp Residence:

Temp Phone:

Case Number:

Insurance Co:
Adjustor Name:
Office Telephone:
Cell Phone:
Fax Number:

ITEM	QUANTITY	PRICE	TOTAL	COMMENTS
Apron				
Dry Cleaned		3.59	0.00	
Laundered	6	2.99	17.94	
Backpack				
Leather		25.00	0.00	
Regular				
Small		6.00	0.00	
Medium		8.00	0.00	
Large		10.00	0.00	
Bag				
Duffle	2	10.00	20.00	
Garment				
Leather		20.00	0.00	
Regular	5	10.00	50.00	
Laundry/Grocery	8	1.25	10.00	
Tote				
Leather		15.00	0.00	
Regular		7.50	0.00	
Bandage, Medical Wrap	1	1.00	1.00	
Basket	2	5.50	11.00	
Bathrobe	11	5.99	65.89	
Bed, Pet		5.99	0.00	
Belt				
Regular	2	1.99	3.98	
Leather	27	3.00	81.00	

ITEM	QUANTITY	PRICE	TOTAL	COMMENTS
Blanket		16.00	0.00	
Moving		7.50	0.00	
Regular	9	11.90	107.10	
Small		7.15	0.00	
Blazer				
Leather		35.00	0.00	
Regular	48	6.65	319.20	
Silk/Linen		9.95	0.00	
Special Handling		8.99	0.00	
Blouse				
Dry Cleaned				
Linen/Silk		7.00	0.00	
Regular	74	4.75	351.50	
Laundered		1.73	0.00	
Special Handling	23	6.99	160.77	
Boa, Regular		6.00		
Boa, Special Handling	1	18.00	18.00	
Bodysuit		4.75	0.00	
Boots				
Fur		14.00	0.00	
Suede	1	18.00	18.00	
Rubber/Plastic		6.00	0.00	
Box, Sewing	1	9.00	9.00	
Brace	1	3.00	3.00	
Brief Case				
Canvas		10.00	0.00	
Leather		15.00	0.00	
Bulk Laundry/lb		2.99	0.00	
Canopy, Bed	1	12.00	12.00	
Cap	2	1.99	3.98	
Cape				
Regular	1	5.99	5.99	
Wedding		20.00	0.00	
Case				
Brief				
Canvas	2	10.00	20.00	
Leather	1	15.00	15.00	
Carrying				
Small		5.00	0.00	
Medium		7.50	0.00	
Large		10.00	0.00	
Musical Instrument		10.00	0.00	
Check Book Covers	2	1.00	2.00	
Christmas Decoration		4.99	0.00	
Christmas Stocking		4.99	0.00	
Christmas Tree Skirt		7.99	0.00	
Closet Organizer		8.00	0.00	

ITEM	QUANTITY	PRICE	TOTAL	COMMENTS
Coat				
Fur			0.00	
Heavy, Cloth/Synthetic	5	11.95	59.75	
Leather, Waist Length	6	49.40	296.40	
Leather, Long		59.40	0.00	
Light, Cloth/Synthetic	4	7.15	28.60	
Special Handling		12.95	0.00	
Sport/Suit		6.20	0.00	
Comforter				
Down	1	27.00	27.00	
Regular	2	23.75	47.50	
Silk/Velvet – Add		4.00	0.00	
Costume/Hair Pieces	4	2.00	8.00	
Coin Bag	1	0.75	0.75	
Coveralls				
Sleeveless		4.28	0.00	
Sleeved		5.28	0.00	
Cushion				
Small		8.00	0.00	
Medium		10.00	0.00	
Large		12.00	0.00	
Leather			0.00	
Dog Leash, Cloth	1	1.00	1.00	
Doll	2	9.75	19.50	
Drapes				
Oversize			0.00	
Panel (4')	9	12.00	108.00	
Panel (8')		16.00	0.00	
Pleated/pleat		2.29	0.00	
Special Handling			0.00	
Dress				
Common	70	9.05	633.50	
Fancy		11.90	0.00	
Gown		17.60	0.00	
Linen/Silk		10.05	0.00	
Long		10.05	0.00	
Special Handling			0.00	
Sweater		11.90	0.00	
Dust Ruffle	1	17.00	17.00	
Duvet		17.00	0.00	
Eye Mask, Sleeping	1	1.00	1.00	
Fabric/lb	3	3.59	10.77	
Facemask		2.39	0.00	
Fanny Pack				
Leather		4.99	0.00	
Regular		1.99	0.00	
Feather Bed		48.00	0.00	
Foot Stool, Cloth	1	8.50	8.50	
Gators	2	2.00	4.00	

ITEM	QUANTITY	PRICE	TOTAL	COMMENTS
Gloves/Mittens				
Leather		10.00	0.00	
Regular	3	2.99	8.97	
Halter Top				
Dry Cleaned		4.70	0.00	
Laundered		1.73	0.00	
Hammock		12.00	0.00	
Hat				
Beret (Cloth)		4.99	0.00	
Brimmed		9.99	0.00	
Cloth	13	4.75	61.75	
Cowboy			0.00	
Leather		18.00	0.00	
Special Handling			0.00	
Head Band		1.00	0.00	
Hood		2.39	0.00	
Ironing Board Cover	1	3.59	3.59	
Jacket				
Down		11.95	0.00	
Heavy, Cloth/Synthetic		9.05	0.00	
Leather		35.00	0.00	
Light, Cloth/Synthetic	4	7.15	28.60	
Jumpsuit				
Regular	9	10.20	91.80	
Special Handling		11.20	0.00	
Lining, Coat		5.70	0.00	
Luggage				
Small		8.00	0.00	
Medium		10.00	0.00	
Large		12.00	0.00	
Leather – Add		5.00	0.00	
Mat, Game	3	2.00	6.00	
Mattress Cover	2	12.00	24.00	
Napkin	4	1.49	5.96	
Nightgown				
Dry Cleaned	9	8.55	76.95	
Laundered	7	2.99	20.93	
Overalls				
Sleeveless		4.28	0.00	
Sleeved		5.28	0.00	
Overcoat				
Leather		40.00	0.00	
Regular		12.55	0.00	
Silk/Cashmere		13.55	0.00	
Special Handling		13.55	0.00	
Pajamas				
Dry Cleaned				
Regular		3.99	0.00	
Silk	9	11.00	99.00	
Laundered		2.99	0.00	

ITEM	QUANTITY	PRICE	TOTAL	COMMENTS
Pants				
Laundered		2.20	0.00	
Leather		24.00	0.00	
Lined		4.99	0.00	
Linen/Silk		4.99	0.00	
Regular	87	4.75	413.25	
Snow		8.00	0.00	
Special Handling		6.99	0.00	
Sweater		8.00	0.00	
Parka				
Down		10.05	0.00	
Regular		9.05	0.00	
Petticoat		3.59	0.00	
Pillow				
Decorative				
Small	13	8.30	107.90	
Medium		10.30	0.00	
Large		12.30	0.00	
Special Handling Add		4.00	0.00	
Sleeping, Down				
Small		17.00	0.00	
Queen		19.00	0.00	
King		21.00	0.00	
Sleeping, Laundered	10	6.00	60.00	
Pillow Case	16	0.60	9.60	
Place Mat	5	1.89	9.45	
Pot Holder/Oven Mitt	2	1.00	2.00	
Pullover				
Regular	6	4.70	28.20	
Special Handling		5.70	0.00	
Purse				
Leather		25.00	0.00	
Regular	7	7.00	49.00	
Special Handling			0.00	
Quilt		21.30	0.00	
Raincoat		9.50	0.00	
Rug				
Dry Cleaned				
Common/square foot		1.50	0.00	
Special Handling			0.00	
Laundered				
Small	3	5.00	15.00	
Medium		8.00	0.00	
Large		12.00	0.00	
Extra Large			0.00	
Sandals				
Leather	4	6.50	26.00	
Rubber/Plastic	1	1.99	1.99	
Cloth	2	6.00	12.00	

ITEM	QUANTITY	PRICE	TOTAL	COMMENTS
Scarf				
Regular	9	3.75	33.75	
Silk		4.70	0.00	
Sham	1	3.35	3.35	
Shawl	1	7.15	7.15	
Sheet				
Regular	16	6.00	96.00	
Silk/Satin		10.00	0.00	
Shirt				
Dry Cleaned				
Linen/Silk		5.25	0.00	
Regular	3	4.70	14.10	
Laundered	57	1.73	98.61	
Leather		24.00	0.00	
Special Handling		5.99	0.00	
Shoes				
Dress	35	7.50	262.50	
Tennis	5	5.50	27.50	
Shorts				
Linen/Silk		4.99	0.00	
Regular	25	3.59	89.75	
Shower Curtain	2	12.00	24.00	
Skates, Inline		10.00	0.00	
Ski				
Jacket				
Down		11.95	0.00	
Regular		9.05	0.00	
Mask		2.00	0.00	
Pants		8.00	0.00	
Suit		10.00	0.00	
Skirt				
Leather		24.00	0.00	
Linen/Silk		5.10	0.00	
Pleated		7.15	0.00	
Regular	81	4.70	380.70	
Special Handling		7.15	0.00	
Sleeping Bag				
Down		20.20	0.00	
Regular		15.20	0.00	
Slip		5.70	0.00	
Slippers				
Leather		6.50	0.00	
Cloth	14	4.50	63.00	2 singles (n/c)
Stuffed Animals				
Small	22	6.00	132.00	
Medium	3	8.00	24.00	
Large	5	10.00	50.00	

ITEM	QUANTITY	PRICE	TOTAL	COMMENTS
Extra Large			0.00	
Suspenders		1.59	0.00	
Sweater				
Heavy		5.75	0.00	
Light	57	4.75	270.75	
Special Handling		6.99	0.00	
Sweatpants	3	3.80	11.40	
Sweatshirt	2	3.80	7.60	
Swimsuit	3	2.99	8.97	
T-Shirt				
Regular	49	1.33	65.17	
Special Handling		1.50	0.00	
Tablecloth				
Dry Cleaned		12.50	0.00	
Laundered	2	10.00	20.00	
Table Runner	3	5.00	15.00	
Tank Top	7	4.70	32.90	
Tent			0.00	
Throw Cover		11.90	0.00	
Tie		3.35	0.00	
Tie Back		3.00	0.00	
Toilet Cover	1	2.00	2.00	
Towel				
Small	14	0.41	5.74	
Medium	12	0.98	11.76	
Large	14	2.31	32.34	
Tube Tops		2.70	0.00	
Umbrella	2	5.00	10.00	
Underwear		0.75	0.00	
Valance		12.00	0.00	
Vest				
Down		9.99	0.00	
Leather		24.00	0.00	
Outdoors		7.99	0.00	
Regular	3	4.30	12.90	
Wallet	3	2.50	7.50	
Wall Hanging/square foot				
Common		1.25	0.00	
Special Handling			0.00	
Wash Cloth	7	0.50	3.50	
Wedding				
Cape		20.00	0.00	
Gown				
Boxed		120.00	0.00	
Hanger		100.00	0.00	
Special Handling			0.00	
Veil		5.00	0.00	
Windbreaker		5.99	0.00	
SUBTOTAL	1025		5,563.50	

ITEM	QUANTITY	PRICE	TOTAL	COMMENTS
Mileage	60	0.55	33.00	
Boxes				
Packing				
Small		2.00	0.00	
Medium		2.75	0.00	
Large		3.25	0.00	
Wardrobe				
Regular		7.50	0.00	
Large		10.00	0.00	
Packaging Materials			0.00	
Pack out/Pickup Labor/hour	11	18.00	198.00	
	TOTAL		**$5,794.50**	

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
303.333.0392 Phone
303.333.3811 Fax
www.cocat.com

Client: [redacted]
Property: [redacted]
Golden, CO [redacted]

Work: [redacted]
Fax:

Billing: P.O. Box 331
Conifer, CO 80433

Operator Info:
Operator: SHAY
Estimator: Shay Henkel
Business: (303) 333-0392

Business: 5150 Havana St. Unit F
Denver, CO 80239

Type of Estimate: Fire
Dates:
Date Entered: 02/18/04 Date Assigned: 02/18/04

Price List: CODE2SSA
Restoration/Service/Remodel with Service Charges Factored In
Estimate: 100664.CON

Thank you for your business and please don't hesitate to contact me with any questions or if there is anything else we can assist you with.

Have a great day,

Shay Henkel
303.333.0392 office
303.591.2247 cell

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100664.CON

Room: PACKOUT

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Pack Out supplies - blankets, bubble wrap, plastic, paper, tape, et	1.00 LS	0.00	350.79	350.79
Pack Out boxes - ea @ $1.75	91.00 EA	0.00	1.77	161.07
Pack Out transportation - truck rental.	2.50 DA	0.00	228.56	571.40
Inventory service - supervisor ($35.00 per hour) Toatal loss inventory	20.00 HR	0.00	35.52	710.40
1 supervisor to conduct itemized inventory during packout process.				
Pack Out labor - priced at $35.00 per man hour	80.00 HR	0.00	35.47	2,837.60
Includes labor to unload boxes and items into warehouse.				
Room Totals: PACKOUT				4,631.26

Room: Fabric Restoration

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
CONT: DRY CLEANING	1.00 EA	0.00	5,794.50	5,794.50
Specialty dry cleaning services for clothing items smoke damaged due to fire loss.				
Room Totals: Fabric Restoration				5,794.50

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Room: Electronics

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Cleaning - Electronics - per hour	1.00 EA	0.00	2,470.94	2,470.94
Room Totals: Electronics				2,470.94

Room: Structural cleaning

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean entertainment center	20.00 LF	0.00	6.01	120.20
Clean table - dining - large	1.00 EA	0.00	44.56	44.56
Clean dishwasher - portable - exterior - Heavy clean	1.00 EA	0.00	25.38	25.38
Clean chair - dining	5.00 EA	0.00	9.65	48.25
Clean bar stool	1.00 EA	0.00	12.62	12.62
Clean china cabinet - large	1.00 EA	0.00	66.57	66.57
Porcelain stand stand	3.00 EA	0.00	17.95	53.85
Clean Oak stand	1.00 EA	0.00	17.95	17.95
Clean stereo - components - turntable - exterior wipe down	1.00 EA	0.00	13.89	13.89
Clean mail stand	1.00 EA	0.00	17.95	17.95
Clean glass top table (children porcelain stand)	1.00 EA	0.00	35.68	35.68
Clean - wicker	8.00 EA	0.00	26.45	211.60
Clean purple foot stool	1.00 EA	0.00	4.77	4.77
Clean Metal Stand	2.00 EA	0.00	12.54	25.08
Clean chess table	1.00 EA	0.00	20.05	20.05
Clean magazine stand	1.00 EA	0.00	11.26	11.26
Clean metal stand	1.00 EA	0.00	11.26	11.26
Clean fireplace tools	1.00 EA	0.00	25.38	25.38
Clean fire log stand	1.00 EA	0.00	11.26	11.26
Clean hanging light lamp	1.00 EA	0.00	40.17	40.17

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CONTINUED - Structural cleaning

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean Half circle glass top	1.00 EA	0.00	35.68	35.68
Clean Pool Table	1.00 EA	0.00	125.00	125.00
Clean Pool sticks	1.00 EA	0.00	5.00	5.00
Clean picture - frame, glass & back only	7.00 SF	0.00	5.73	40.11
Clean bed frame	1.00 EA	0.00	8.02	8.02
Clean chair - wicker	1.00 EA	0.00	19.03	19.03
Clean dryer - exterior	1.00 EA	0.00	10.37	10.37
Clean oven	1.00 EA	0.00	65.73	65.73
Clean curtain rod	1.00 EA	0.00	15.00	15.00
Clean refrigerator - interior and exterior - Heavy clean	1.00 EA	0.00	65.73	65.73
Clean washer - exterior	1.00 EA	0.00	10.14	10.14
Clean canopy bed	1.00 EA	0.00	44.31	44.31
Clean dresser - double	1.00 EA	0.00	35.68	35.68
Clean chest	1.00 EA	0.00	23.63	23.63
Clean night stand	1.00 EA	0.00	17.95	17.95
Clean keyboard stand	1.00 EA	0.00	17.95	17.95
Clean mirror	2.00 EA	0.00	7.59	15.18
Clean step exercise machine	1.00 EA	0.00	180.83	180.83
Clean Arcade game	1.00 EA	0.00	123.65	123.65
Clean chair - brown rocking	1.00 EA	0.00	19.03	19.03
Clean white oak stand	1.00 EA	0.00	22.18	22.18
Clean step stool	1.00 EA	0.00	10.00	10.00
Clean table lamp - gloss finish - Heavy clean	1.00 EA	0.00	26.61	26.61
Clean serving tray	1.00 EA	0.00	12.62	12.62
Clean shelf - triple	1.00 EA	0.00	55.51	55.51
Clean large heater	1.00 EA	0.00	107.99	107.99
Clean mini. fence	1.00 EA	0.00	8.25	8.25
Clean & deod. mattress & box spring set - full	1.00 EA	0.00	113.70	113.70
Clean small round glass	1.00 EA	0.00	9.03	9.03
Clean chair - patio	4.00 EA	0.00	22.27	89.08
Clean three piece glass set	1.00 EA	0.00	25.99	25.99

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CONTINUED - Structural cleaning

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Clean wall shelf unit	4.00 LF	0.00	8.29	33.16
Clean door hanging - rack	1.00 EA	0.00	23.36	23.36
Clean tree (potted) - large	1.00 EA	0.00	43.75	43.75
Clean curtain rod	6.00 EA	0.00	8.46	50.76
Clean fish tank	1.00 EA	0.00	171.78	171.78
Dry clean rug - throw	5.00 EA	0.00	7.50	37.50
Clean soccer table game	1.00 EA	0.00	319.37	319.37
Clean blue pot	1.00 EA	0.00	21.98	21.98
Clean trash can	1.00 EA	0.00	9.93	9.93
Clean stainless steel rack	1.00 EA	0.00	23.36	23.36
Clean vase - plant	1.00 EA	0.00	17.92	17.92
Clean white rack	1.00 EA	0.00	15.57	15.57
Clean electric fan - portable	1.00 EA	0.00	32.35	32.35
Clean luggage - average size	3.00 EA	0.00	22.27	66.81
Clean bed frame	1.00 EA	0.00	8.02	8.02
Clean white stool	1.00 EA	0.00	12.62	12.62
Clean stainless steel utensil set	1.00 EA	0.00	40.48	40.48

Room Totals: Structural cleaning 3,105.43

Room: Boxed Contents

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Boxed contents restoration	91.00 EA	0.00	32.45	2,952.95

Room Totals: Boxed Contents 2,952.95

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Room: Storage

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Storage - priced at $5.65 per day per container (8 containers @ 135 days)	270.00 EA	0.00	5.65	1,525.50
Pack-out finished February 20, 2004 / Anticipated pack-in June 30, 2004				
Room Totals: Storage				1,525.50

Room: PACK IN

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
COCAT is not scheduled to do a pack in.				
Room Totals: PACK IN				0.00

Room: OZONE

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Ozone Chamber priced per use	3.00 EA	0.00	95.00	285.00
CONTENT MANIPULATION	15.00 HR	0.00	35.00	525.00
Note: The above hours are for the daily loading and off packing of the customers items from the ozone chamber.				
Room Totals: OZONE				810.00

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Line Item Totals: 100664.CON 21,290.58

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	0.00 Area of Face 1

COCAT, Inc.
5150 Havana St, Unit F
Denver, CO 80239
303.333.0392 Phone
303.333.3811 Fax
www.cocat.com

Summary for Fire

Line Item Total				21,290.58
Material Sales Tax	@	7.500% x	4,546.01	340.95
Subtotal				21,631.53
Overhead	@	10.0% x	14,320.58	1,432.06
Profit	@	10.0% x	14,320.58	1,432.06
Grand Total				**24,495.65**

Shay Henkel

subrogation documentation along with a copy of the Cause and Origin Report once this file has been brought to a conclusion. Volkswagen America is not in a position at this time to assume all liability for this loss, but has shown a willingness to cooperate with all parties concerned.

CONTENTS COVERAGE:

We are suggesting a reserve be set at the policy limit of $36,000 for replacement, cleaning and handling of all personal contents. Approximately one-half of the salvageable contents have been cleaned and returned to a storage unit in Evergreen, Colorado by COCAT Restoration. The storage unit is being provided to the insured at no charge by a friend. A second storage unit is also available to her which will be filled with the second half of her personal contents which are currently being cleaned. They will then be transported to this storage unit.

FUTURE ACTIVITY:

The work remaining on this file is to maintain contact with the insured to satisfy any requests for service from her regarding the handling of this claim. We will also maintain contact with the restoration company to assure all efforts are being taken to finalize the cleaning of her smoke damaged personal property. We currently await receipt of the Cause and Origin Specialist Report which should be provided to us by St. Paul Travelers as agreed, along with a copy of the report invoice. Upon receipt we will forward this to you for your review.

Thank you for the opportunity to be of service to you. If you have any questions or require further assistance on this file, please do not hesitate to contact our office. We will maintain this file on a 30-day calendar for our next report.

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

TP:sgd

Masterfiles / CSC
MAR - 8 2005

cia®

Custard insurance adjusters, inc.

March 3, 2005

ADDRESS REPLY TO:
2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

California Casualty Insurance Co.
P.O. Box 39700
Colorado Springs, CO 80949

ATTENTION: Darlene DeCicco

Your File/Claim #: [redacted]
Your Insured:
Date of Loss: 01/11/2005
Our File #: [redacted]

INTERIM REPORT

STATUS:

Per our telephone conversation with you on today's date, we have continued our contact with the insured, [redacted], and her fiancé, [redacted], to determine the policyholder's current desire to begin replacing her personal property. According to Ms. [redacted], repairs to her condo will be completed an estimated 60 to 90 days from today. She will then begin to look for replacement furniture and other belongings which were destroyed in the fire. She is not in any position at this time to request any payment advance regarding her contents claim.

In regards to any additional living expense, as you and I discussed, Ms. [redacted] has asked if it would be possible for her to be reimbursed for the additional mileage required of her to drive between her current temporary residence with her fiancé to work as opposed to driving from her condo. She has estimated the additional mileage averages approximately 30 miles per day or 150 miles per week. Once she returns to her home, we will sit down with her to reach an amicable settlement figure concerning any additional cost incurred while residing with her fiancé along with some type of daily allowance. This will be forwarded to you for your review and consideration for payment.

SUBROGATION:

Per our first report dated January 31, 2005, all involved parties, including the owner of the vehicle which is believed to have caused the fire, the service center which completed the repairs the day before and Volkswagen America have all been put on notice of the company's subrogation rights. We received a return phone call from Carol Guastelle, with Volkswagen America, 600 Sylvan Avenue, Englewood Cliffs, New Jersey 07362, telephone (201) 227-7908 who requested we provide her with all

cia®

Custard Insurance Adjusters, Inc.

ADDRESS REPLY TO:

2260 South Xanadu Way
Suite 255
Aurora, CO 80014
Tel: 303-338-1015
Fax: 303-338-1018
denver.co@custard.com

January 31, 2005

California Casualty Insurance Co.
P.O. Box 39700
Colorado Springs, CO 80949

ATTENTION: Darlene DeCicco

Your File/Claim #: [redacted]
Your Insured: [redacted]
Date of Loss: 01/11/2005
Our File #: [redacted]

FIRST REPORT

ENCLOSURES:

1. Photographs
2. Signed Receipt for Drafts
3. Fire Incident Report
4. Non-Salvageable Contents List
5. Subrogation Letters
6. Contents List for Cleaning
7. Non-Salvageable Contents Disposed at Property
8. Condo Association CC&Rs
9. Time Service Sheet
10. Interim Service Invoice

ASSIGNMENT:

This assignment was received via facsimile transmittal on January 13, 2005 from company adjuster, Darlene DeCicco, requesting we conduct a full investigation in regards to a fire loss at the insured risk location. We were asked to contact the insured's fiancé, [redacted], to arrange the inspection due to the insured being incapacitated from a serious illness. Mr. [redacted] was immediately contacted and arrangements made to conduct our inspection of the fire damage on January 14, 2005. Prior to our meeting with Mr. [redacted] we received two drafts issued payable to the insured for advance payments for contents in the amount of $1000.00 and a $500.00 advance for additional living expense. These two drafts were given to Mr. [redacted] during our appointment, to which a short written statement was taken and signed by him verifying this exchange.

DATE, TIME & PLACE:

This fire loss occurred on January 11, 2005 at approximately 6:42 PM at the insured risk location of [redacted] in Golden, CO.

DESCRIPTION OF SCENE:

The insured's condominium is one of eight individual units located in the frame composition building. The main floor of the structure consists of garages with four individual units on each of the two above floors.

DESCRIPTION OF OCCURRENCE:

The Cause & Origin of this fire was the ignition of an automobile parked inside the garage directly beneath the insured's condominium. The fire originated in the vehicle and spread to a motorcycle, at which time the smoke alarm was activated in the insured's condo. The insured's fiancé immediately called the fire department. Mr. [redacted] was able to enter the front entrance of the garage area and attempted to reach the automatic garage door opener button, but was unable to do so due to the extreme heat from the fire. Mr. [redacted] exited the building and immediately following the arrival of the Genesee Fire & Rescue Emergency Personnel, an explosion erupted from the fire to the automobile, causing the flames to rise into the first and second floor condominiums where smoke and fire damage was caused.

INSURED:

The named insured on the policy is [redacted] residing at [redacted] Road in Golden, CO. As mentioned previously in this report, Ms [redacted] has been suffering from a medical condition which has prevented her from participating in the handling of her claim. We received a phone call from her on January 13, 2005 authorizing her fiancé, [redacted], to represent her interests in this claim until she has recovered medically to represent herself.

COVERAGE:

Coverage is afforded by California Casualty Insurance Company under policy [redacted] providing structural coverage in the amount of $10,000.00, contents coverage in the amount of $36,000.00 and additional living expense in the amount of $14,400.00 all subject to a $250.00 deductible. It appears at this time there are no coverage questions and it is our opinion, the policy provides coverage for replacement cost for the structure to be insured to value.

STRUCTURAL DAMAGE:

As can be seen in the photos, the majority of the structural damage to the insured's condo unit is to the exterior, which is covered by the Condo Association Master Policy. Under Article 8, Section 5 of the CC&Rs, it states "In the event of loss, damage, or destruction by fire or other casualty to any property covered by insurance written in the name of the association or for which the association is named as coinsured, whether in its own name or as trustee, the board shall, upon receipt of the insurance proceeds, contract to repair, reconstruct, or rebuild any damaged or destroyed portions of the general or special common properties to as good condition as formally existed." Under Article 9, under damage or destruction under Section 1 "the association is responsible as soon as practical after an event causing damage to or destruction of any part of the general or special common properties, the association shall obtain an estimate or estimates that it deems reliable and complete of the cost of repair and reconstruction of that part of the common property so damaged or destroyed". Under Section 2 of the same Article, the CC&Rs state "as soon as practical after obtaining estimates, the association shall diligently pursue to complete the repair and reconstruction of the part of the common property damaged or destroyed.' It is our belief, from speaking with several representatives of the condo association; the master policy covers the structure from the exterior paint to the interior paint. Once we are able to determine exactly what repairs will be covered by the master policy, we will provide you with a cost estimate for repairs to be considered under the structural coverage of the insured's policy..

PERSONAL PROPERTY/CONTENTS:

Immediately following our initial meeting with Mr. [redacted] contact was made with fire restoration company, COCAT, and an appointment scheduled to meet again with Mr. [redacted] in order to arrange for the pack-out of all personal property of the insured's from the fire damaged unit. A follow-up visit was held at the risk location on January 18, 2005 between myself, Mr. [redacted] and representatives of COCAT Restoration Company. Mr. [redacted] approved the use of COCAT and signed a work order authorization for them to completely pack-out all personal contents belonging to Ms [redacted]. This pack-out was completed on January 19, 2005, after which we have been provided with several lists from COCAT itemizing non-salvageable items that are currently being stored at the COCAT warehouse awaiting approval to be disposed of, a listing of tagged large items currently at COCAT warehouse being cleaned, itemized listing of non-salvageable items that were disposed of at the time of the pack-out and a complete listing of all boxed items also at COCAT in the cleaning process. In regards to the non-salvageable items, we will be contacting the insured once we are advised her health will allow a meeting with her, at which time we will review and list along with costs all disposed of personal property to be provided to you for your consideration. In regards to the items currently being cleaned, once the restoration

costs are provided to us, we will again provide those to you for your review and consideration.

During our phone conversation with you on January 17, 2005, we informed you the insured's fiancé, [redacted] was residing with her at the time of the fire while his residence was on the market to be sold in order to allow real estate agents to show the property at any time. He moved in with the insured on or about December 1, 2004. During our interview with him, he was advised any personal property of his would be primarily covered under his homeowner's insurance, at which time he informed us he has made his carrier aware of the loss and will be presenting any claim for his destroyed personal property to them and not making any claim under Ms [redacted] policy.

As you are aware, an advance of $1000.00 was issued payable to the insured and given to Mr. [redacted] at the time of our initial inspection on January 14, 2005.

ADDITIONAL LIVING EXPENSE:

The insured is now temporarily residing with Mr. [redacted] at his home located at [redacted] in Bailey, CO [redacted]. He has a home phone number of [redacted] and has informed us Ms [redacted] is currently recovering from her medical condition. At this time, her condo unit remains uninhabitable and upon completion of all repairs allowing her to return home, we will assist her in providing documentation for all additional living expenses incurred to be provided to you for your review and payment consideration. An advance payment was made to the insured in the amount of $500.00 via check given to Mr. [redacted] during our initial meeting.

PHOTOGRAPHS:

Photographs of the exterior and interior damage to the structure, as well as the insured's condo have been obtained and are enclosed for your review. As can be seen, the major structural damage was done to the exterior of the building and it is our opinion, the coverage for structural damage in the amount of $10,000.00 provided by the policy will be adequate for repairs not covered under the condo master policy.

OFFICIAL REPORT:

Per your request, contact was made with Fire Marshall/Administrator, Bill Easterling, of the Genesee Fire & Rescue, 23455 Currant Drive, Golden, CO 80401, phone 303-526-1230 from which we were provided a copy of incident report #05-001 pertaining to this loss. The report states the alarm was received at 6:42 PM, apparatus arrival time was 6:58 PM, fire under control at 7:05 PM with the last piece of equipment being cleared from the location at

3:44 AM on January 12, 2005. The report describes the call as a structure fire in a garage area, which was extinguished by emergency personnel in the garage area and along the frontal face of the structure. The report indicates fire damage to two units and the garage. During our phone conversation with Mr. Easterling, he informed us their initial investigation determined that all fire patterns for origin lead to the right front quadrant of the engine compartment of the automobile where the fire originated. The vehicle was parked inside the right-hand of the four-car garage prior to the ignition of the vehicle.

The incident was investigated by Jefferson County Sheriff's office located at 200 Jefferson County Parkway in Golden, CO 80401. Sheriff R. G. Brooks, badge #1073, was the on-scene officer directing emergency personnel and the Jefferson County lead investigator is Chris Nelson. During our interview with Detective Nelson, he substantiated the Cause & Origin of this fire being in the engine compartment of the vehicle parked directly below the insured's unit and will have his report, hopefully completed in the next two to three weeks. Upon his completion of this report, we will obtain a copy and provide it to you for your review.

CAUSE & ORIGIN:

During our discussion with you, it was agreed a Cause & Origin Expert should be retained in order to protect the subrogation interests of the company for any and all payments made under the insured's policy. In order to reduce claim handling expenses, we discussed and received approval from you to contact other insurance company claim representatives involved in this loss to determine whether they would be willing to share their retained Cause & Origin Expert in return for an agreement to reimburse them 50% of their costs for the expert. Contact was made with subrogation specialist, Scott Chase, of St. Paul/Travelers who is the carrier for the master policy for the condo association at 262-787-4729. Mr. Chase agreed to provide us with a copy of the complete Cause & Origin report from Fire Guy Forensics, Greg Cline, Senior Fire Investigator, 1570 s. Zang Street, Lakewood, CO 80228, phone number 303-942-0006.

We have been advised the vehicle causing this loss has been removed to Klode Auto Salvage under stock #728235 in Centennial, CO. Upon conclusion of the sheriff department investigation, the vehicle will become available for inspection by all interested parties including Mr. Cline.

OTHER INSURANCE:

As mentioned previously, the Master Condo has coverage provided by St. Paul/Travelers who is handling the claim under number AFK9200. The local adjuster handling this claim is

Bob Lewis, who can be reached at 303-637-7894 and their subrogation is being handled as mentioned previously by Scott Chase.

The vehicle causing this loss is insured by State Farm Insurance and is owned by [redacted] [redacted] Golden, CO [redacted]

SUBROGATION:

Per our phone discussion with you, we have been authorized to place on notice all potential responsible parties in the causation of this loss. Letters have been prepared and sent to Volkswagen International, [redacted] (vehicle owner), and Dean's Service Center. Our investigation has determined Ms. Sands vehicle had undergone a 40,000 mile warranty service on January 10, 2005 at Dean's Service Center located at 11565 W. 13trh Ave in Lakewood, CO 80215, phone number of 303-232-6110.

FUTURE ACTIVITY:

The work remaining on this file is to provide you with an estimate of repairs to the insured's structure once we are able to determine allowable repairs included in the condo association's master policy. We will also be contacting the insured once we have been advised she is medically able to meet with us in order to assist her in completing a personal property listing as well as assisting her with her additional living expense claim. We will also be obtaining copies of any and all official reports from the sheriff's office and Cause & Origin investigator. Once the exact Cause & Origin of this fire is determined, we will assist you in any way possible in your subrogation efforts.

Thank you for the opportunity to be of service to you. Please find enclosed our interim service invoice. If you have any questions, please feel free to contact our office.

Custard Insurance Adjusters, Inc.

Tony Peterson
Branch Manager

Volkswagen of America, Inc.

Vehicle Inspection Report

This report is subject to revisions upon receipt of additional information

Date: March 30, 2005

To: File

From: Douglas Nielsen

Subject: **Fire Loss, 2002 Passat, [redacted], (State Farm Ins.)**

The vehicle listed below was inspected on March 22, 2005 at:

Klodes

8300 Blakeland Drive

Littleton, Colorado 80215

Vehicle Data: 2002 Passat Four Motion 4 door sedan, black with a red leather interior.

VIN #: WVWTH63B82P[redacted]
Production Date: 03/19/2002
In Service Date: 07/18/2002
Mileage: Approximately 39,992
License: [redacted] Colorado
Model Code: 3B35S9
Selling Dealer: 420124, Mountain States Motors Co., Inc.
Options: ST5

Owner Data:

[redacted]

Enclosures: JPG Photos

March 30, 2005

Fire Loss, 2002 Passat, [redacted] (State Farm Ins.), Continued:

Exterior:

- Extensive fire damage to the entire frontal areas.
- The left A pillar is buckled.
- The roof is buckled on both sides at the rear of the moon roof opening.
- Both of the C pillars are buckled.
- The tops of both of the rear quarter panels have yielded and deformed.
- The lower areas of the left side are fire damaged by fire burning outside of the vehicle.
- There is advanced burning of the left rear bumper cover area.

Interior:

- The interior is partially gutted.
- The dashboard remains identifiable and all the components installed in the panel remain in place.
- The foam padding remains on the seats.
- The hand brake is engaged.
- The shift lever is in park.

Engine Compartment:

- The fire engulfed the entire engine burning all of the combustibles, hoses and wiring sheathing.
- All of the hoses appear properly clamped.
- The engine oil level is near the maximum indicator.
- The oil filter is loose and the vendor is unknown. The most recent oil change was performed at an outside vendor, not a Volkswagen dealer.
- The catalytic converters do not appear overheated.
- The ground cable that is attached between the body and the engine was found broken at the termination loop end attached to the engine. The loop end is broken in half through the "hole" for the attachment stud. It appears to be a post fire stress failure resulting from the handling of the vehicle.
- The coil pack on the top front of the engine is badly fire damaged but remains identifiable.
- The entire cooling core assembly including the related fans as well as all of the components forward of the engine assembly are missing. The frontal strong members and the bumper bar are all that remain.
- The grossly burned alternator will be removed by the State Farm experts for additional analysis.

Conclusion:

There were no conclusions made as to the origin of the fire by any of the examining experts present during this inspection.

March 30, 2005

Fire Loss, 2002 Passat, [redacted] (State Farm ins.), Continued:

Experts present during viewing:

Leon D. Beesley, C.F.E.I., C.F.I.I.
Investigator
Phoenix Investigations, Inc.
P.O. Box 27297
Denver, Colorado 80227-0297
1-800—580-8510

John Rotello, C.F.I.
O & C Investigations
P.O. Box 1766
Idaho Springs, Colorado 80452
303-567-4086

Michael C. Davidson, IAAI-CFI
Fire Investigator
Professional Investigative Engineers
6275 Joyce Drive, Suite 200
Arvada, Colorado 80403-7541
303-552-0177

Ron Brown
Claim Specialist, Vehicle Inspector
State Farm Insurance
1555 Promontory Circle
Greeniy, Colorado 80638
970-395-6721

Douglas Nielsen
Product Liaison Engineer
Volkswagen of America, Inc.

Clm: [redacted] Ins: [redacted] Insured Vehicle
Pol: [redacted] S3293C62
DOL: 01-11-04

Vehicle: 01

Lienholder: CHRYSLER FINANCIAL

Year: 05
Make: CHRYSLER
Bodystyle: CONV
License no:

Model: PT CRUISER
VIN: 3C3AY75S25T[redacted]
License state or prov:

Prior damage: N
Damage code:
Involved in loss: Y

Prior damage desc:

Occupant type: Parked & unoccpd
Principal damage: TOTALLED
Driveable: N
Drive-in service:
Total loss: Y

Drive-in office:
Total loss type: 2 Not owner retained

Vehicle location: 729144 Klodes

Other insurance:

Case 050019766

Customer: Ms. [redacted]
Program: Customer Relations
Status: 02/02/2005 Wait for inspection
Source: Phone
Assigned: Carol Guastelle (GUASTEC)

Vehicle: 2002 Volkswagen Passat
WVWTH63B82P[redacted]
Production Date: 3/19/2002
Odometer: Miles
Wty Start Date: 07/18/2002
Dealer: Mountain States Motors Co., Inc. (420124)

Reasons

CATEGORY / TYPE / REASON	PART DESCRIPTION	ASST REQUEST	RESOLUTION
Safety / Vehicle / Vehicle Fire	ENGINE BLOCK	Not Applicable	Not Applicable

Contacts

02/02/2005 12:19:03 GUASTEC Mail From Insurance Co. - William Hopkings, State Farm

addl info recd from State Farm re: veh insp and faxed to D. Nielsen, PLEC, who will contact Ron Brown, ins expert, Tel. 303-885-9185 to set up date, time, location.

01/27/2005 01:48:13 GUASTEC Call To Attorney - Gregory Plank, Neuens etal.

lvmm for atty representing Charter Oak Fire Ins (homeowners) - waiting for further info from State Farm Ins re: veh location for inspection purposes (D. Nielsen, PLEC)

01/21/2005 03:10:52 GUASTEC Call From Insurance Co. - William Hopkins, State Farm

sending their claim [redacted] covering vehicle/house fire. OK to move veh to Klode's Salvage and begin repairs on house per J. Muenichsdorfer. William Hopkins Tel. 800-324-0704 X22963 or 970-395-6697.

VDF/Claim Information for: WVWTH63B82P[redacted]

Vehicle Information

Model Year	2002	Status	Active	Shipping Num	548
Make/Model/Sub	VLK / PAS / Passat Four Motio	Eng Family		Invoice Num	02640
Sales Model	3B35S9	Prod Date	03/19/2002	Invoice Date	
Factory Model	3B35S9	Ign Key		Order POE	UH
Exterior Color	BLACK EXTERIOR	A/C Installed		Deliver POE	UH
		Source	US Delivery from Europe		
Interior Color	WINE RED LEATHER	Engine#	ATQ 169697		
In Service Date	07/18/2002		Expires	Miles	
Demo Ext Num		Base Warranty	07/2006	50	
Addl Wrnty Num		Demo Warranty		0	
# Claims 3	$194.00	Addl Warranty		0	
		Addl Wrnty Typ	Not Applicable		
Ordered By	420124 Mountain States Motors Co., Inc.				
Billed To	420124 Mountain States Motors Co., Inc.				
Sales Options	4MO				
Factory Options	ST5				

Purchase History

Dealer ID	Dealer Name	Delivery Date	Kind of Sale	Customer
420124	Mountain States Motors Co., Inc.	07/18/2002	New	Deanna Sands

Repair/Campaign History

Dealer ID	Dealer Name	Claim	Type	Part Id	Part Description	Repair Date	Paid Amt	Odom Unit	Measure	Audit Ctr
420156	Osborn Automotive	53030AC	W2	5556	UPPER LIFTGATE LOCK MEC	2004/01/08	$63.00	24,000	Miles	200407 97
420124	Mountain States Motors C	84658BC	FM	27T6	BATTERY TESTED OK	2002/05/13	$17.00	0	Miles	200221 98
420124	Mountain States Motors C	84658AC	FM	0PDI	VW DELIVERY SATISFACTIO	2002/05/13	$114.00	0	Miles	200221 99

Case 050019766

Customer [redacted]
Program: Customer Relations
Status: 01/21/2005 Wait for customer mail
Source: Phone
Assigned: Carol Guastelle (GUASTEC)

Vehicle: 2002 Volkswagen Passat
WVWTH63B82P[redacted]
Production Date: 3/19/2002
Odometer: Miles
Wty Start Date: 07/18/2002
Dealer: Mountain States Motors Co., Inc. (420124)

Reasons

CATEGORY / TYPE / REASON	PART DESCRIPTION	ASST REQUEST	RESOLUTION
Safety / Vehicle / Vehicle Fire	ENGINE BLOCK	Not Applicable	Not Applicable

Contacts

01/21/2005 03:10:52 GUASTEC Call From Insurance Co. - William Hopkins, State Farm

sending their claim [redacted] covering vehicle/house fire. OK to move veh to Klode's Salvage and begin repairs on house per J. Muenichsdorfer. William Hopkins Tel. 800-324-0704 X22963 or 970-395-6697.

Klode
970-395-6677

Hong - will advise you on this upon receiving inspection results. Once information is received from ins. Co

Carol
1/24/05

DOL 1/16/05

× × × COMMUNICATION RESULT REPORT (JAN. 24. 2005 9:24AM) × × ×

FAX HEADER: VWOA

TRANSMITTED/STORED : JAN. 24. 2005 9:21AM FILE MODE	OPTION	ADDRESS	RESULT	PAGE
098 MEMORY TX		NIELSON	OK	4/4

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER
E-2) BUSY
E-4) NO FACSIMILE CONNECTION

Case 050019766

DN fuji (4 pages)

Customer: Ms. [redacted]
Program: Customer Relations
Status: 01/21/2005 Wait for customer mail
Source: Phone
Assigned: Carol Guastolle (GUASTEC)

Vehicle: 2002 Volkswagen Passat
WVWTH63B82P3[redacted]
Production Date: 3/19/2002
Odometer: Miles
Wty Start Date: 07/18/2002
Dealer: Mountain States Motors Co., Inc. (420124)

Reasons

CATEGORY / TYPE / REASON	PART DESCRIPTION	ASST REQUEST	RESOLUTION
Safety / Vehicle / Vehicle Fire	ENGINE BLOCK	Not Applicable	Not Applicable

Contacts

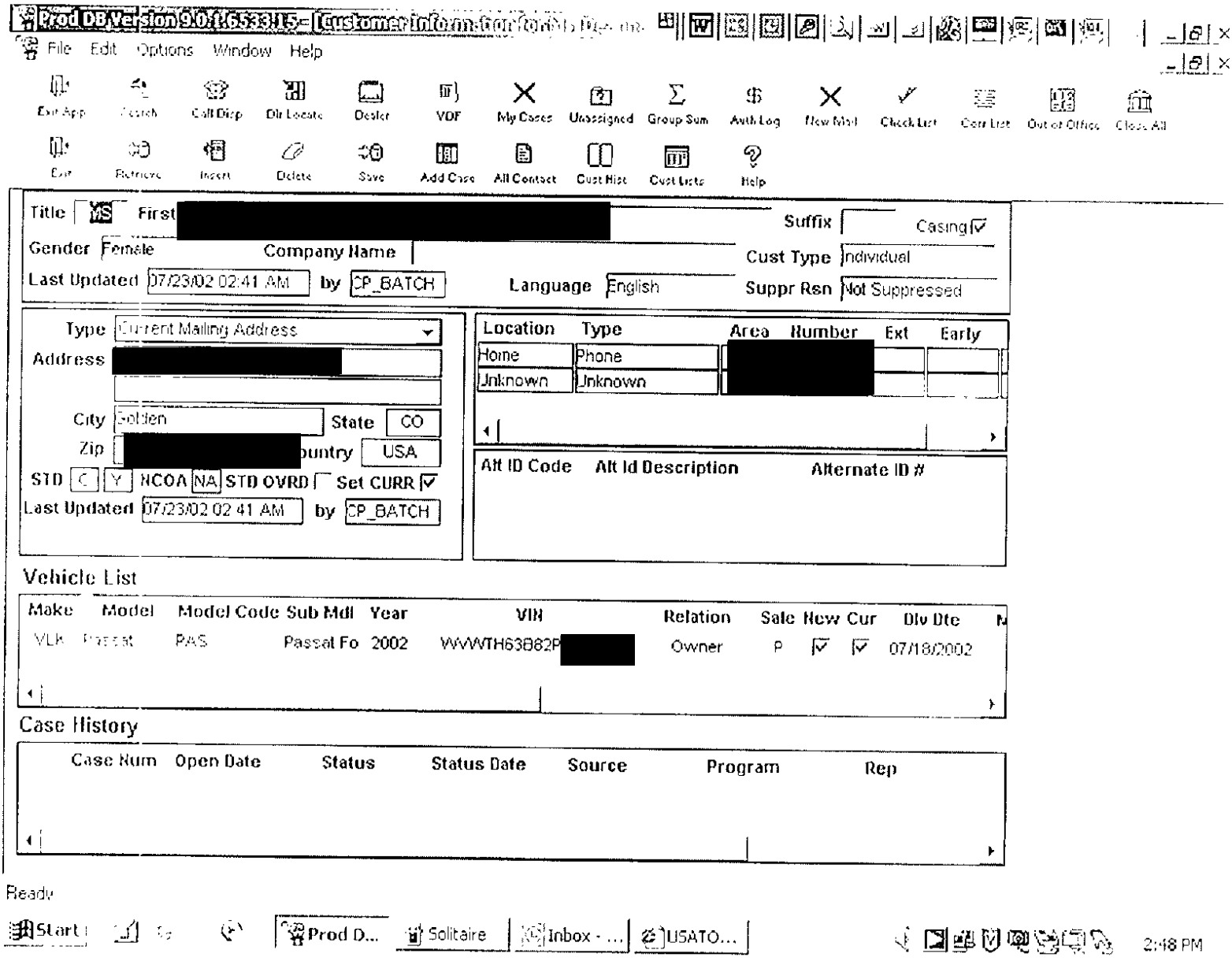
01/21/2005 08:10.52 CUASTEC Call From Insurance Co. - William Hopkins, State Farm

sending their claim [redacted] covering vehicle/house fire. OK to move veh to Klode's Salvage and begin repairs on house per J. Muenichsdorfer. William Hopkins Tel. 800-324-0704 X22963 or 970-395-6697.

ASAP
970-395-6697

Doug - will advise you on the upcoming inspection as soon as more information is received from him. Co

Carol
1/24/05


Prod DB Version 9.0 [6533] 5 - [Customer Information]
File Edit Options Window Help
Exit App
Refresh
Call Disp
Dlr Locate
Dealer
VDF
My Cases
Unassigned
Group Sum
Auth Log
New Mail
Check List
Corr List
Out of Office
Close All
Exit
Retrieve
Insert
Delete
Save
Add Case
All Contact
Cust Hist
Cust Lists
Help
Title MS First
Suffix
Casing
Gender Female
Company Name
Cust Type Individual
Last Updated 07/23/02 02:41 AM by CP_BATCH
Language English
Suppr Rsn Not Suppressed
Type Current Mailing Address
Address
City Golden
State CO
Zip
Country USA
STD C Y NCOA NA STD OVRD Set CURR
Last Updated 07/23/02 02:41 AM by CP_BATCH
Location Type Area Number Ext Early
Home Phone
Unknown Unknown
Alt ID Code Alt Id Description Alternate ID #
Vehicle List
Make Model Model Code Sub Mdl Year VIN Relation Sale New Cur Dlv Dte
VLK Passat PAS Passat Fo 2002 WVWTH63B82P Owner P 07/18/2002
Case History
Case Num Open Date Status Status Date Source Program Rep
Ready
Start
Prod D...
Solitaire
Inbox - ...
USATO...
2:48 PM

01/30/06 - Doug to attend Alexandria examination - to schedule permits

11/14/06
contact Doug to confirm he attended exam of Alexandria. I want to see results of this exam from the Lab.

6.B. Major Claim - How Do you want to handle this Request. M.L.

Consumer Complaints Report

LoginUser: robertn Back

Report Information

Source System	Product Liaison	**Report Year**	2007
Report Quarter	1	**Report Date**	2007-01-23
Report #	24869	**Notification Date**	2007-05-31

Vehicle Information

VIN	WVWTH63B82F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2002	**Model**	PASSAT

Symptom Information

Complaint Text	FIRE - ALTERNATOR ALLEDGED BY INS COMPANY B/W 85U05705/02		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

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Report Information

Source System	Product Liaison	**Report Year**	2007
Report Quarter	1	**Report Date**	2007-01-31
Report #	24932	**Notification Date**	2007-05-31

Vehicle Information

VIN	WVWVD63B63E[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT

Symptom Information

Complaint Text	FIRE - CAUSE UNKNOWN, UNDER INVESTIGATION. 1/31/07-ASSIGNED MATTER TO SCOTTY BYTHEWAY.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

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Report Information			
Source System	Product Liaison	**Report Year**	2007
Report Quarter	1	**Report Date**	2007-01-31
Report #	24937	**Notification Date**	2007-05-31
Vehicle Information			
VIN	WVWMD63B23F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT
Symptom Information			
Complaint Text	FIRE - ENGINE COMPARTMENT, UNDER INVESTIGATION. 1/31-ESTABLISHED CONTACT WITH OWNER 1/31-WAIT FOR INSURANCE CARRIER TO PROVIDE NEW VEHICLE LOCATION.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

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Report Information			
Source System	Product Liaison	**Report Year**	2007
Report Quarter	1	**Report Date**	2007-03-04
Report #	25149	**Notification Date**	2007-05-31
Vehicle Information			
VIN	WVWVD63B53E[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT
Symptom Information			
Complaint Text	FIRE - ENGINE COMPARTMENT. 3/5-ASSIGNED INSPECTION TO CLARK BOETTCHER		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

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Report Information			
Source System	Product Liaison	**Report Year**	2007
Report Quarter	1	**Report Date**	2007-03-27
Report #	25302	**Notification Date**	2007-05-31
Vehicle Information			
VIN	WVWPD63B12F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2002	**Model**	PASSAT
Symptom Information			
Complaint Text	FIRE - POSSIBLE CATALYTIC CONVERTER, UNDER INVESTIGATION. 3/28-ASSIGNED TO RICH BONATH.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

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Report Information			
Source System	Product Liaison	**Report Year**	2007
Report Quarter	1	**Report Date**	2007-03-26
Report #	25305	**Notification Date**	2007-05-31
Vehicle Information			
VIN	WVWRH63B93F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT
Symptom Information			
Complaint Text	FIRE - CUSTOMER REPORTS THAT FIRE STARTED AFTER VEHICLE WAS PARKED IN GARAGE, UNDER INVESTIGATION.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

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Report Information

Source System	Product Liaison	**Report Year**	2007
Report Quarter	2	**Report Date**	2007-04-17
Report #	25555	**Notification Date**	2007-08-30

Vehicle Information

VIN	WVWCU93C26F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2006	**Model**	PASSAT

Symptom Information

Complaint Text	FIRE - ENGINE COMPARTMENT, UNDER INVESTIGATION 4/18-ASSIGNED TO SCOTTY BYTHEWAY.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

Consumer Complaints Report

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Report Information			
Source System	Product Liaison	**Report Year**	2007
Report Quarter	2	**Report Date**	2007-04-23
Report #	25571	**Notification Date**	2007-08-30
Vehicle Information			
VIN	WVWRH63B03F[redacted]	**CP/CR Model**	
CP/CR Sub Model		**Make**	VLK
Model Year	2003	**Model**	PASSAT
Symptom Information			
Complaint Text	FIRE - ENGINE COMPARTMENT, UNDER INVESTIGATION.		
Complaint ID		**Case Country**	
TREAD Category	23	**Case Division**	
		Case Program	
		Case Source	
Case Vehicle Location		**Case Status**	
Symptoms			
Complaint Symptom		**Case TREAD Identifier**	
Complaint Symptom Count		**Touchpoint Date**	
Case Arbitration Decision		**Case Close Method**	
Case Warranty Repair		**Case Alert**	
Mediation Response		**Case Vehicle Down**	
Touchpoint Primary Indicator		**Field Involved**	
Touchpoint Corporate Role		**Touchpoint Type**	
Touchpoint Mode		**Touchpoint Other Role**	

CASE NAME

[redacted]

CASE NUMBER

_____

_____START

_____CORRESPONDENCE

__X__INVESTIGATION

_____LEGAL

_____DEPOSITIONS

_____INTERROG, ANSWERS

PICT. INVEST.

_____

_____

_____

_____

_____ENDFILE

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 1

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

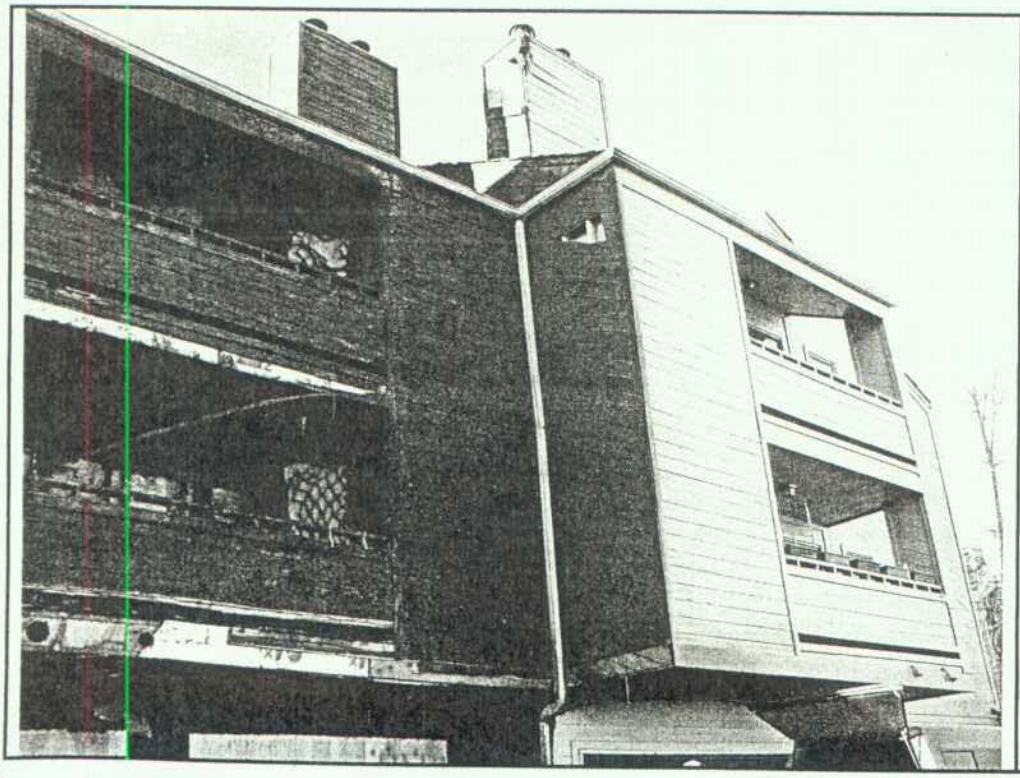

Photo # 2

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

INSURED: [redacted] Photos Taken by: Tony Peterson	FILE #: 040-0010359 Date Taken: 1-14-2005 Time: 3 p.m.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

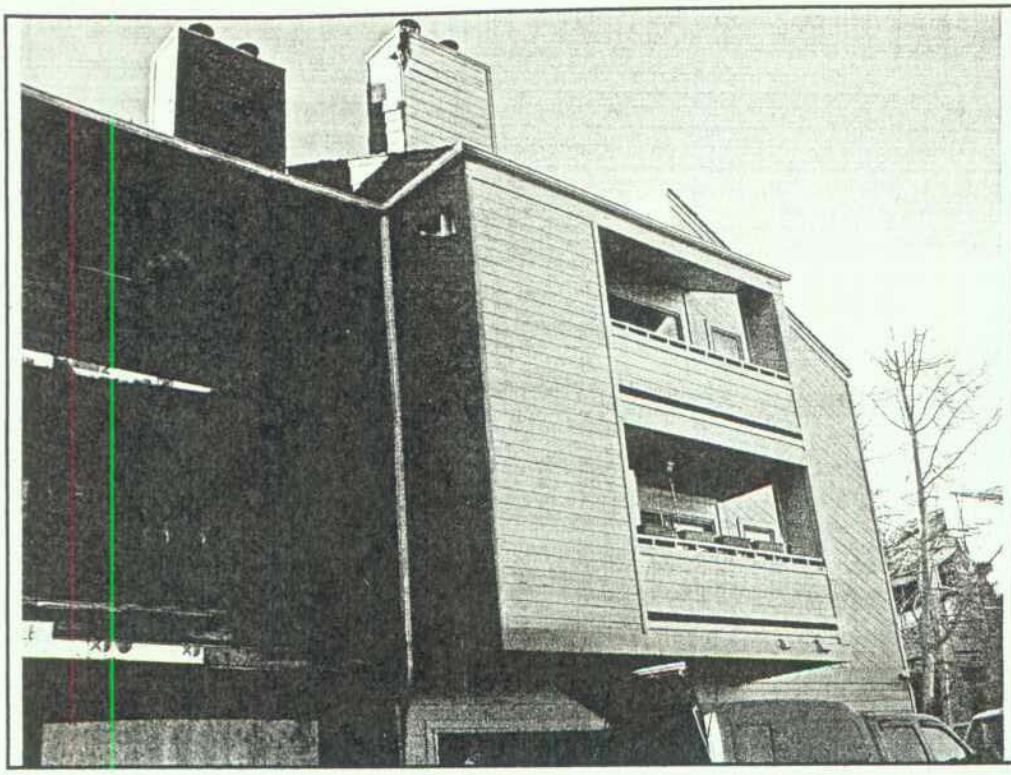

Photo # 3

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

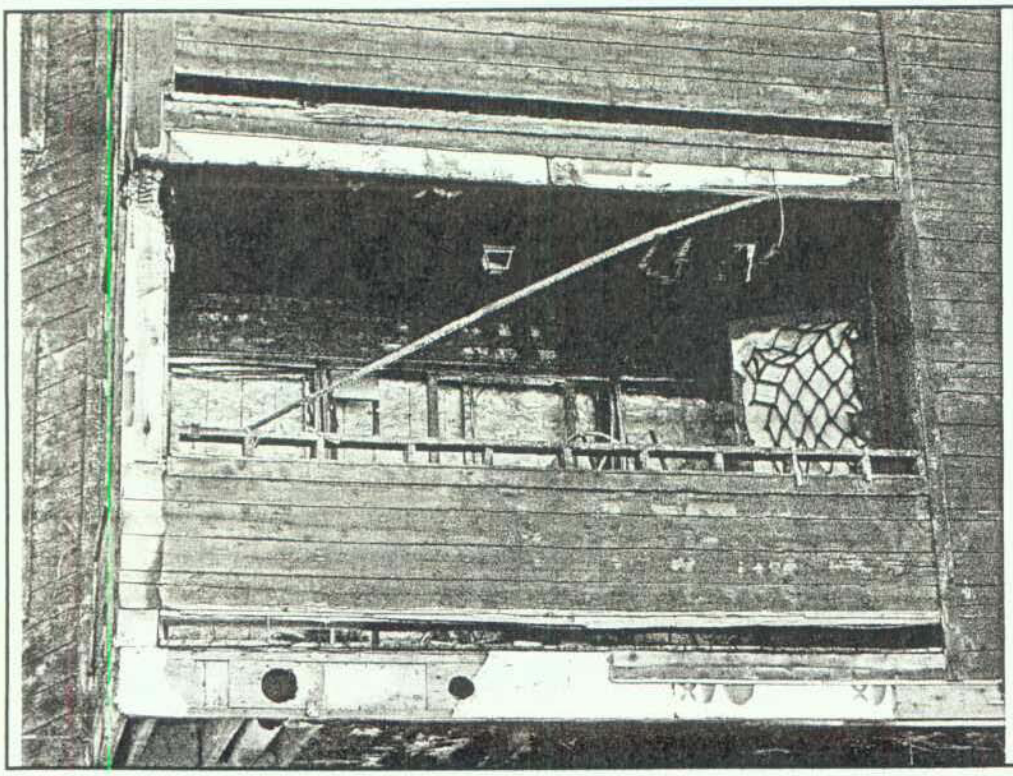

Photo # 4

Extensive damage to exterior and balcony of insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO[redacted]

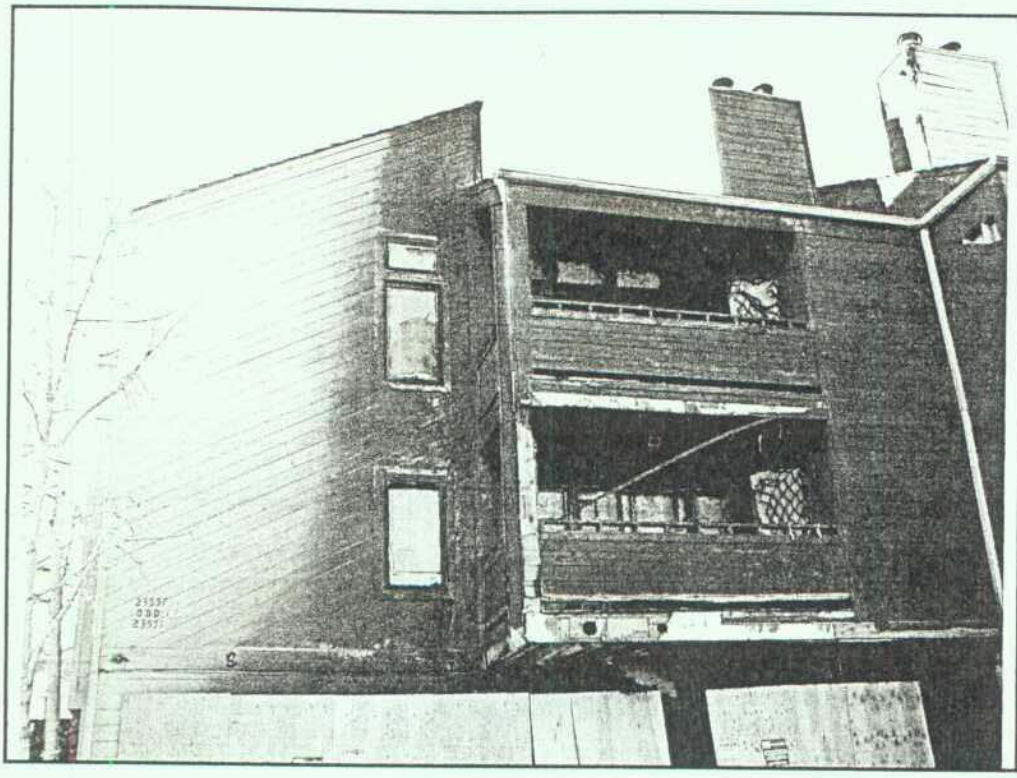

Photo # 5

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

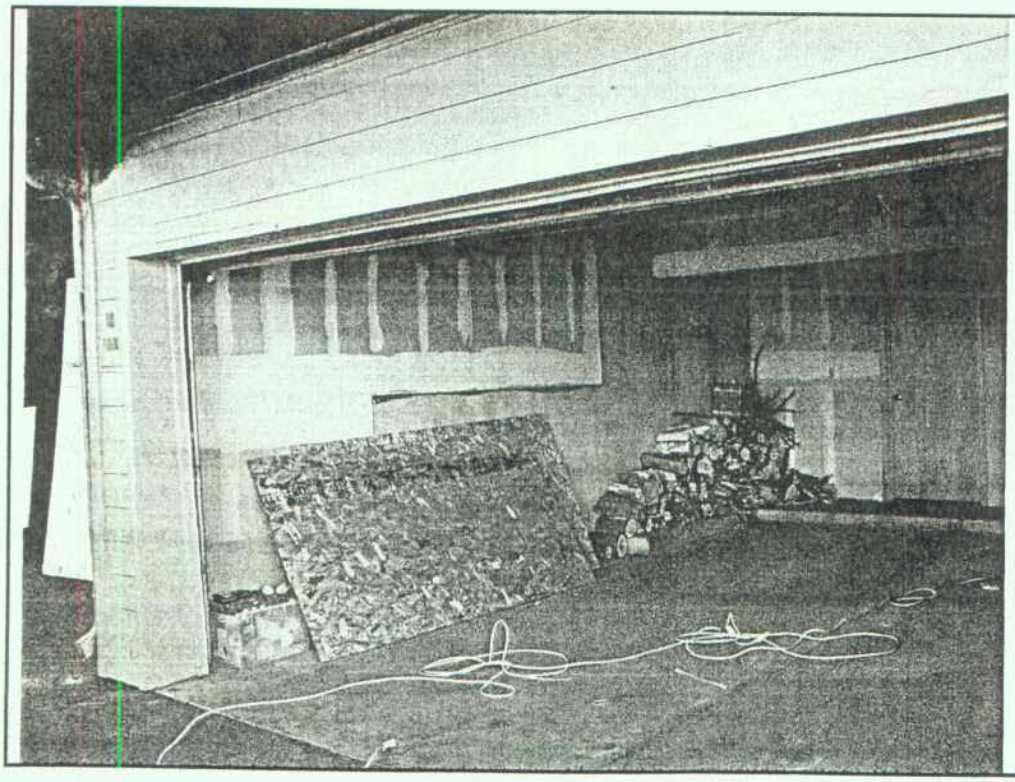

Photo # 6

Minimum damage to two car garage adjacent to insured's garage.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

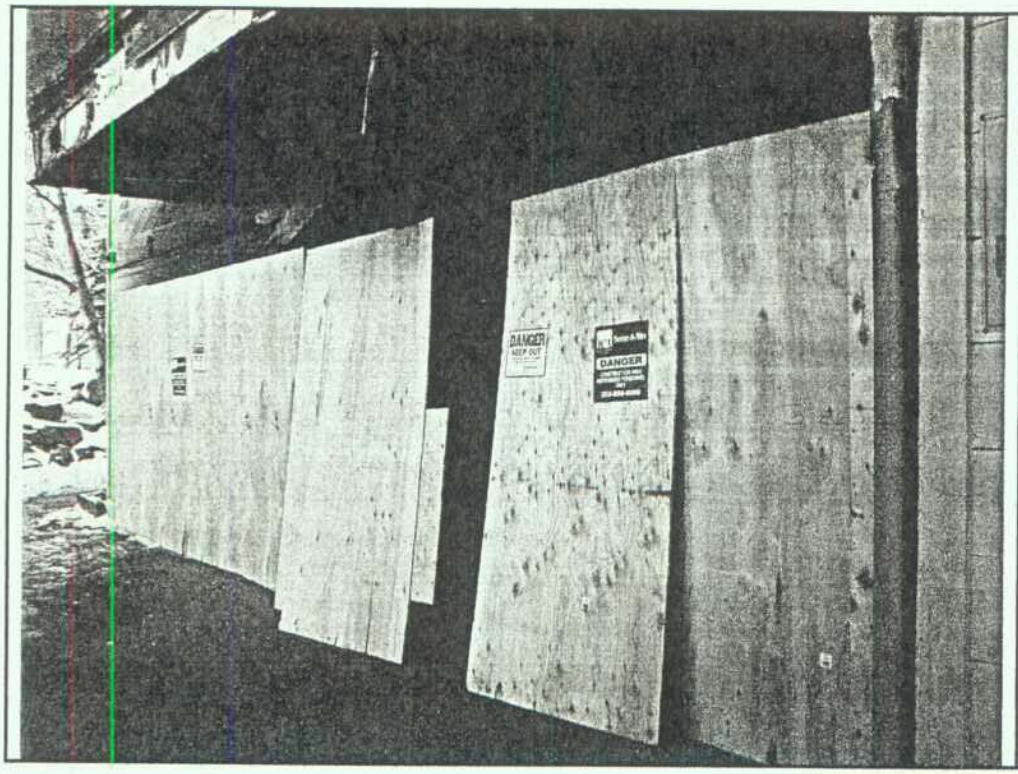

Photo # 7

Boarded up garage entrance directly below insured's condo unit.

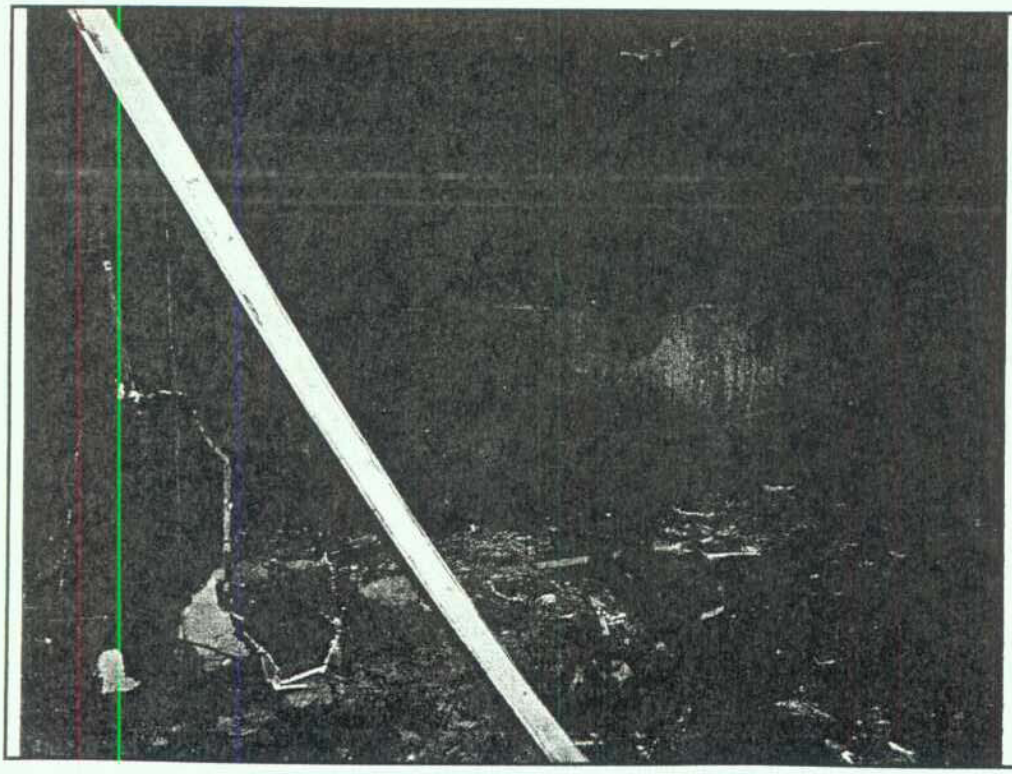

Photo # 8

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

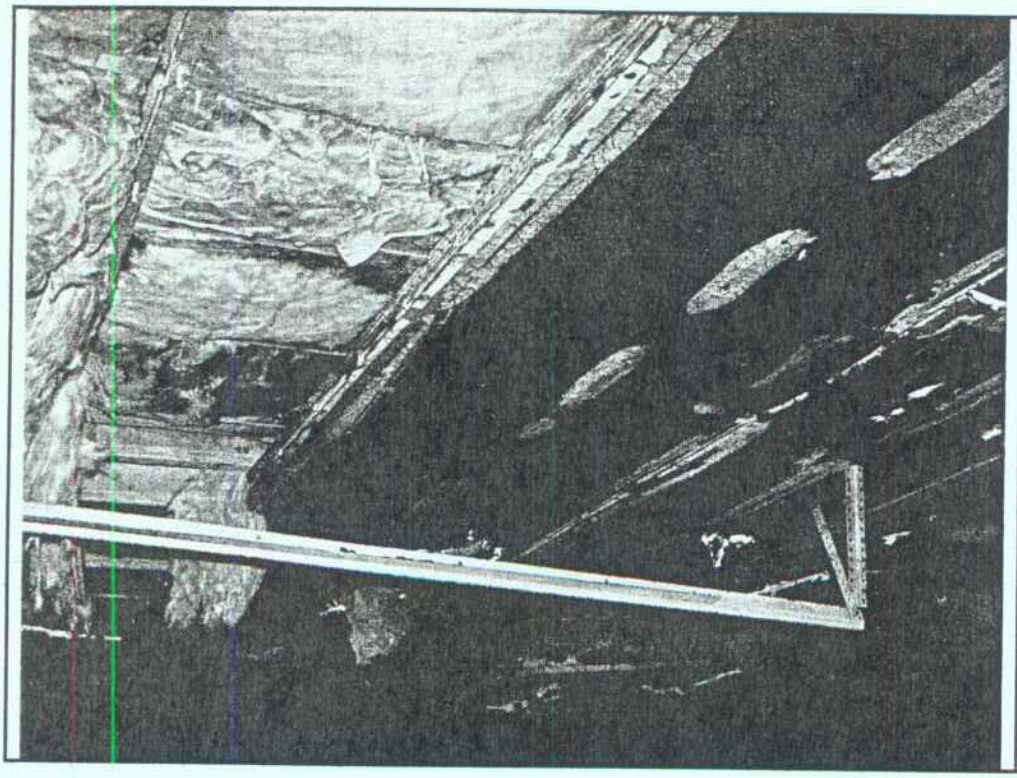

Photo # 9

Fire damage to floor of insured's condo unit inside garage.

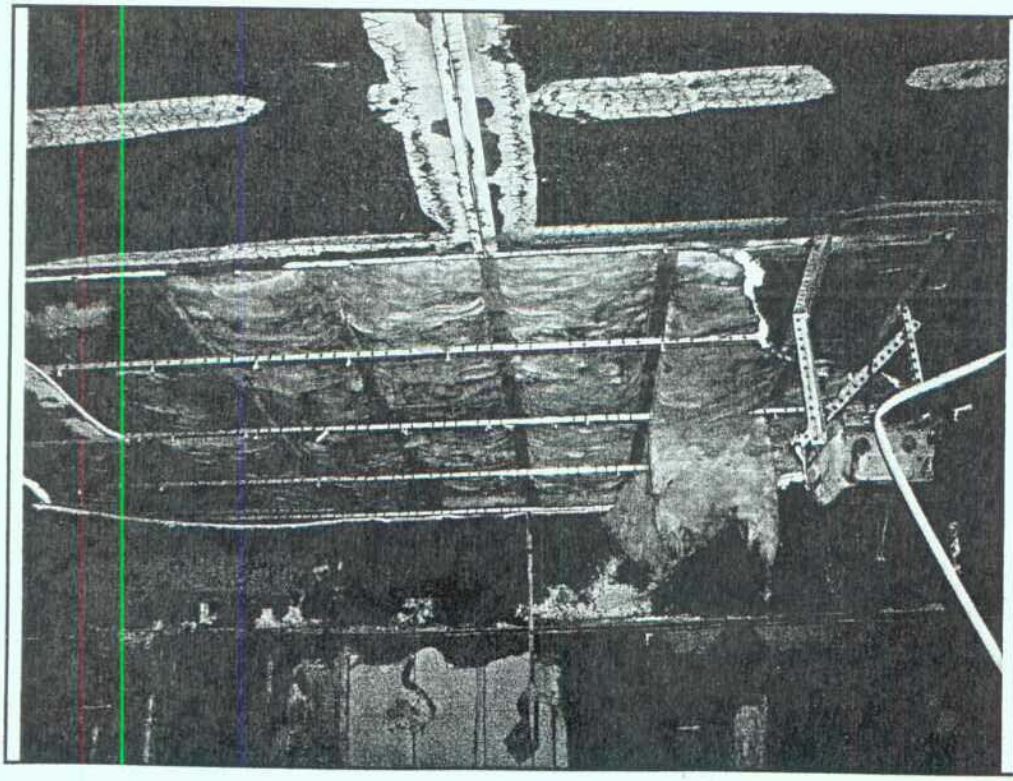

Photo #10

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

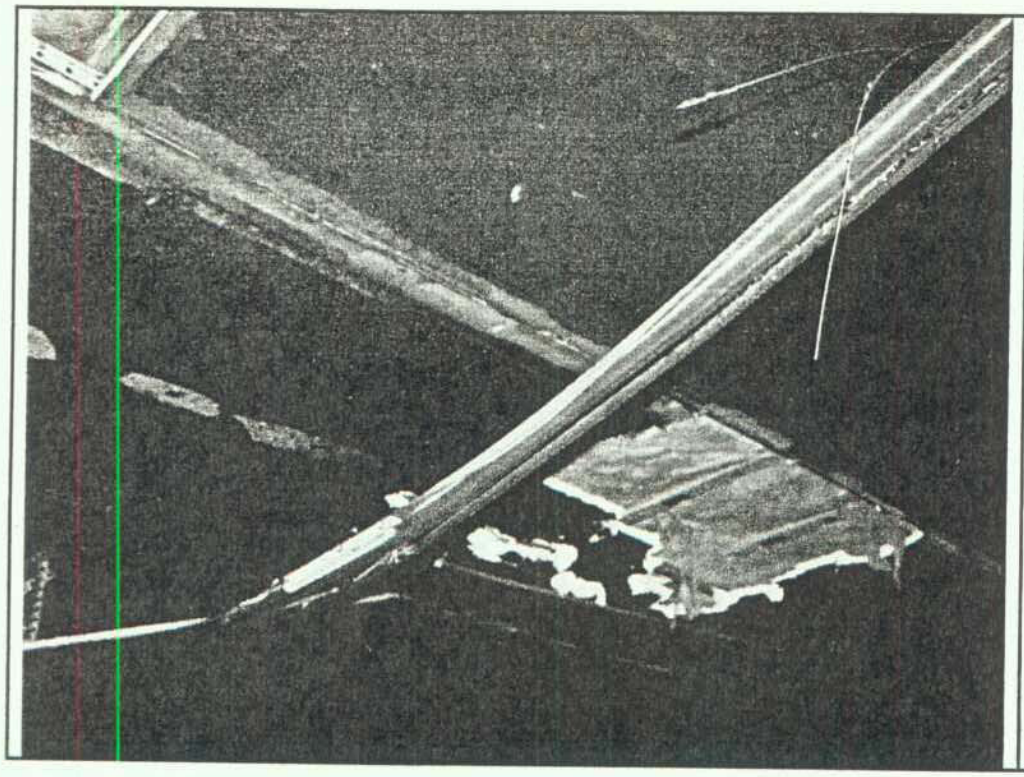

Photo # 11

Fire damage to garage located directly under insured's condo unit.

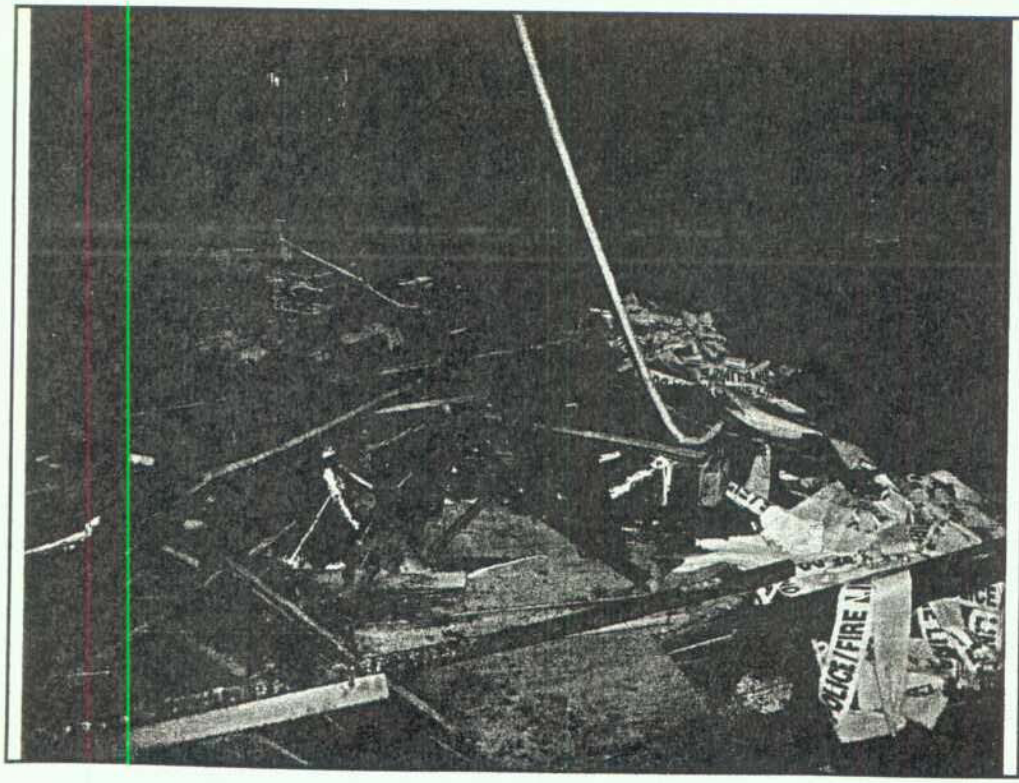

Photo #12

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

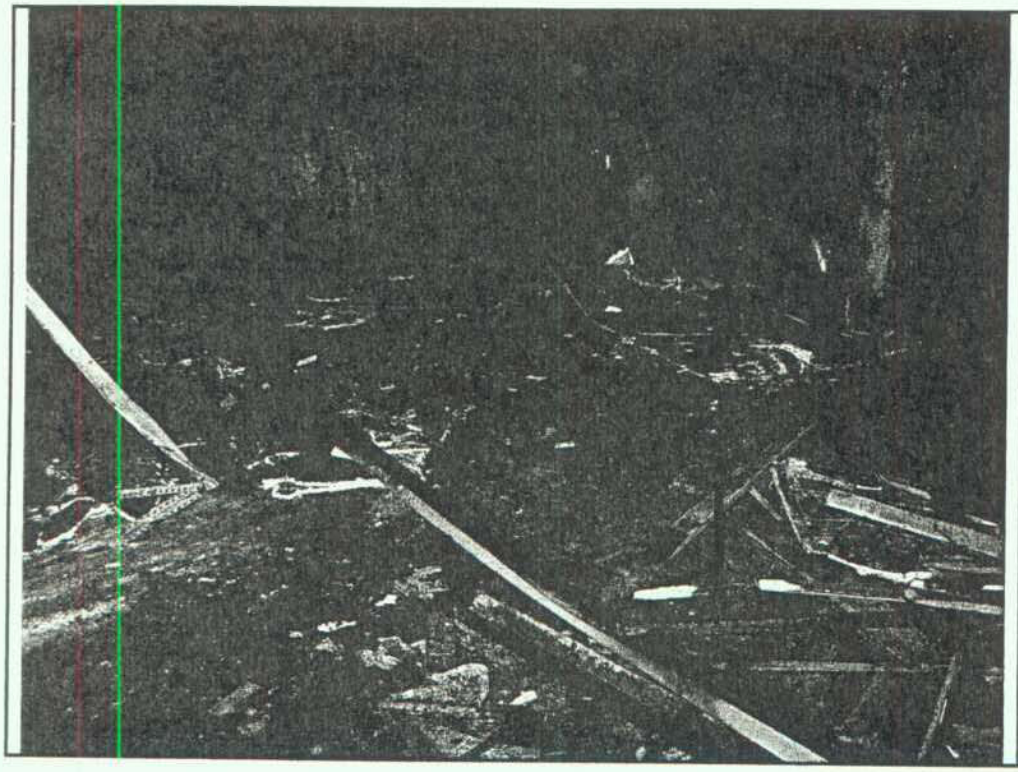

Photo # 13

Fire damage to garage located directly under insured's condo unit.

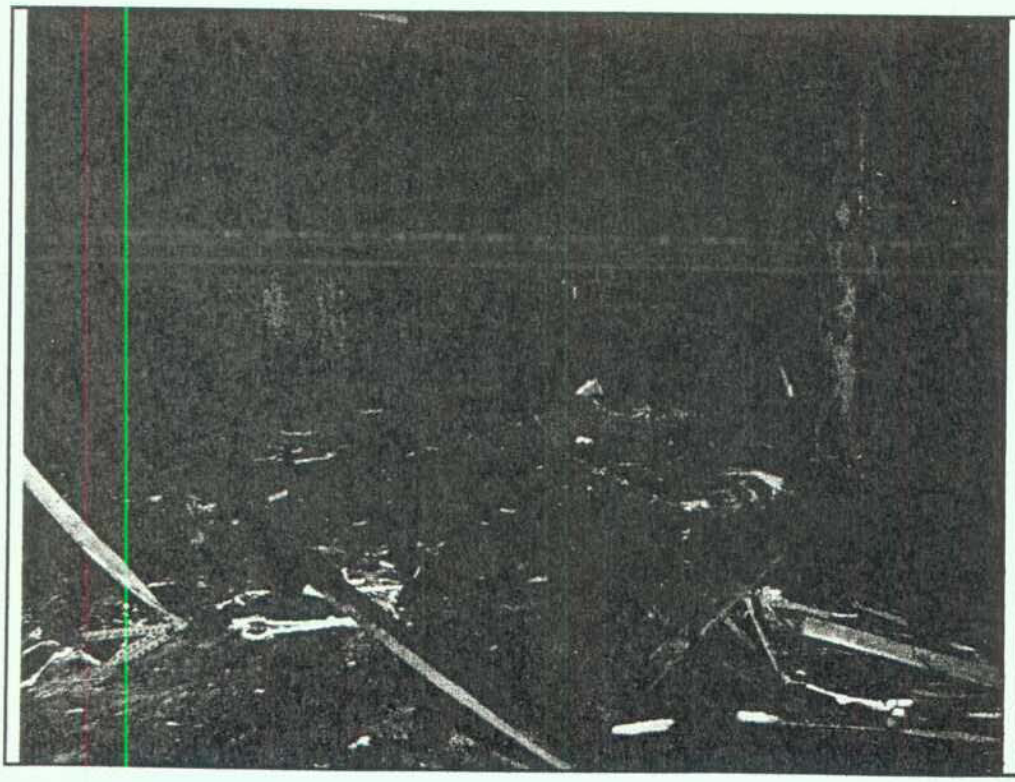

Photo #14

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 15

Fire damage to garage located directly under insured's condo unit.

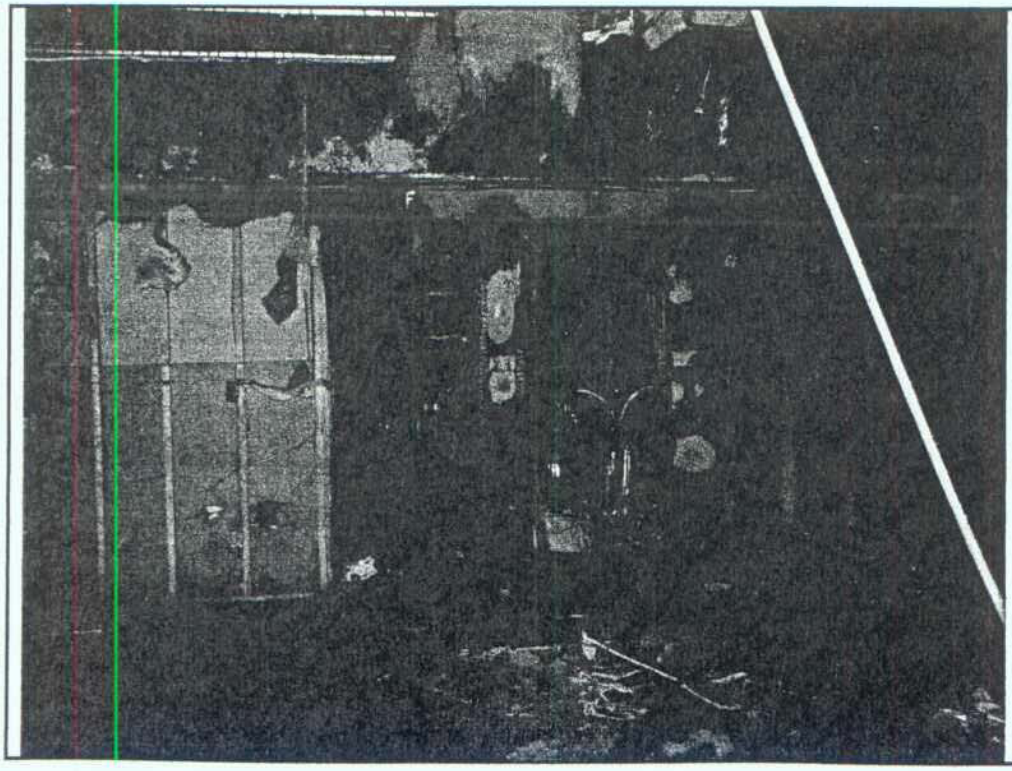

Photo #16

Fire damage to garage located directly under insured's condo unit.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

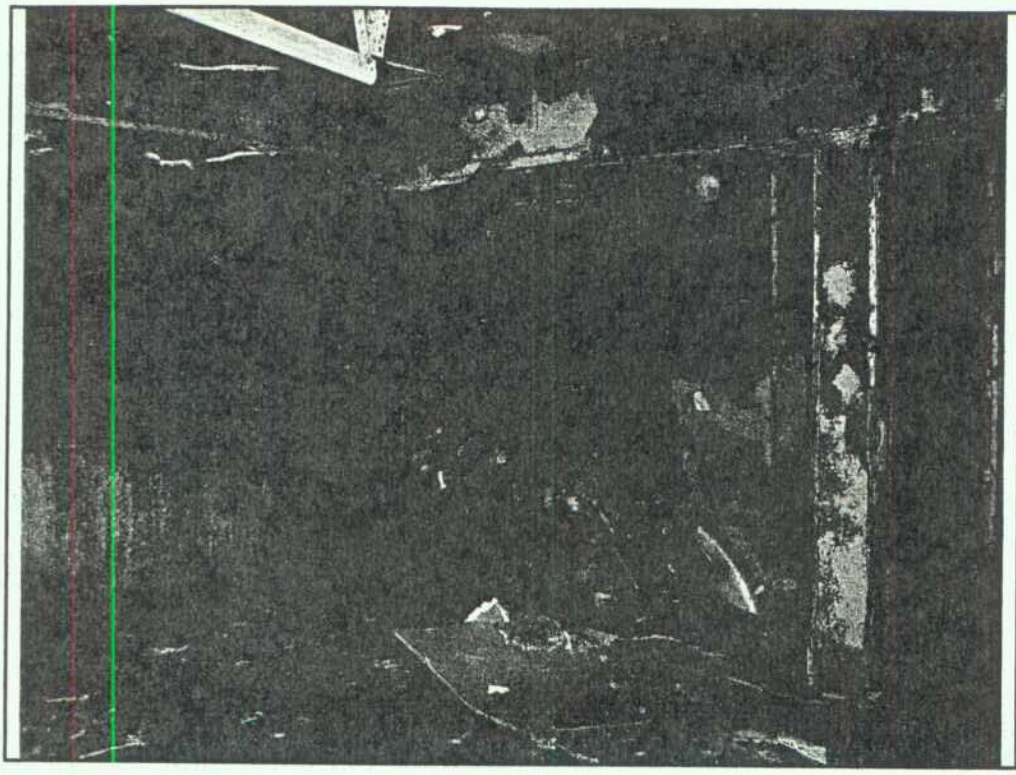

Photo # 17

Total destruction of garage located directly under insured's condo unit and remains of her new car.

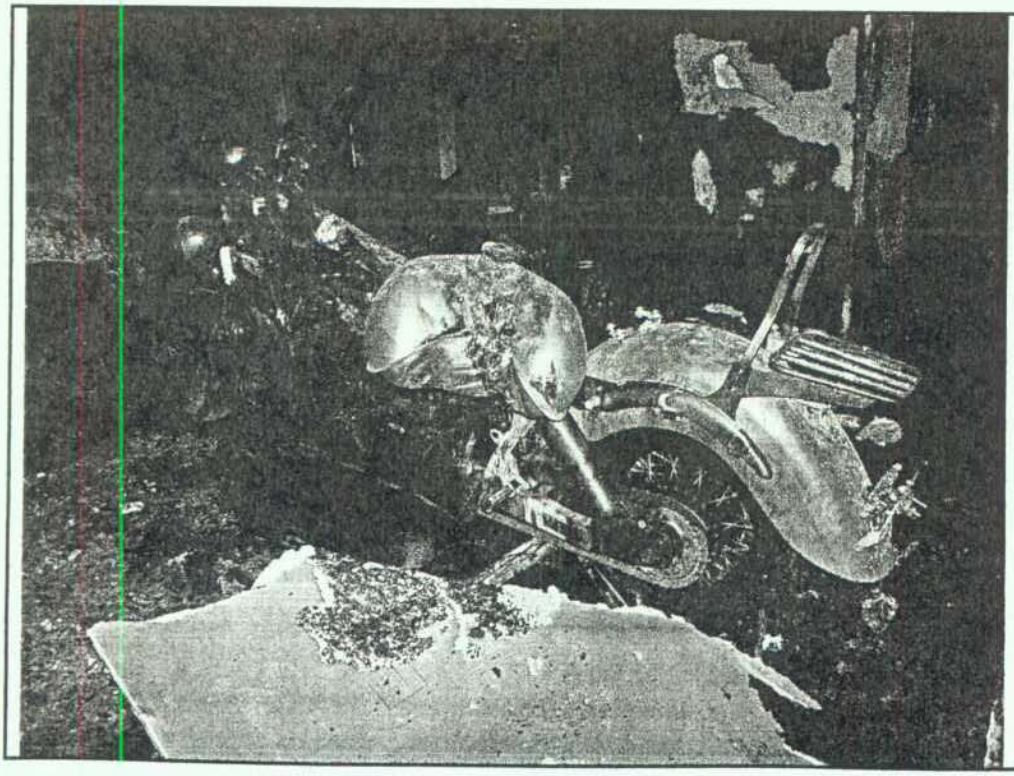

Photo #18

Remains of motorcycle which was ignited from car fire.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

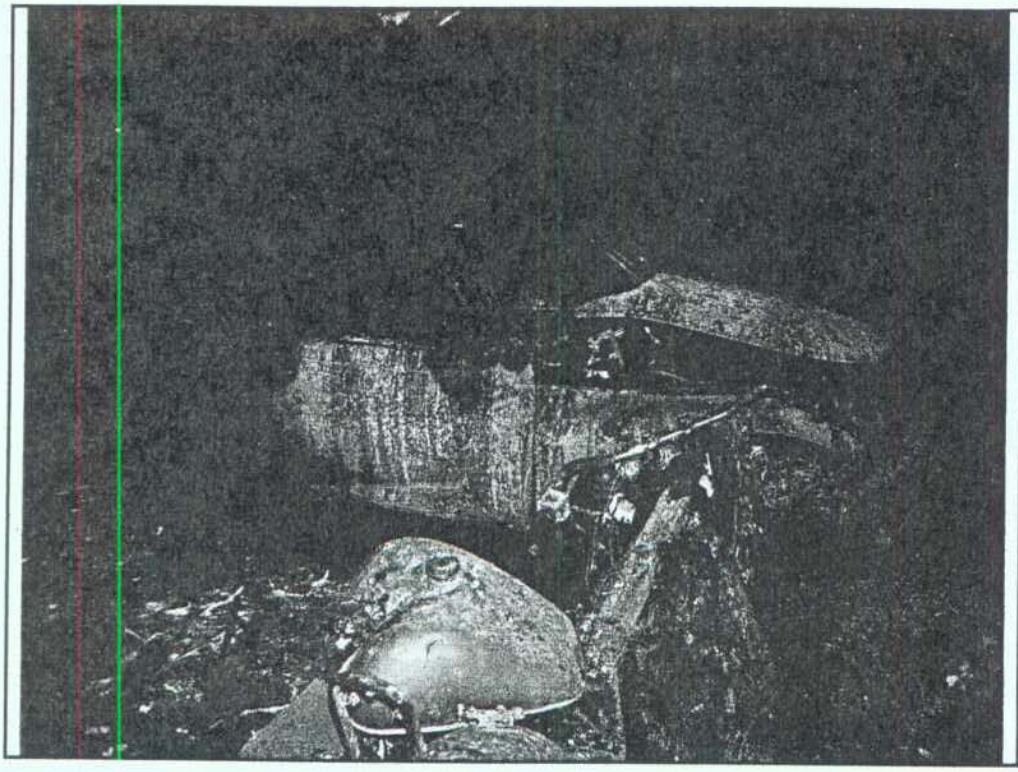

Photo # 19

Remains of insured new 2005 Chrysler PT Cruiser convertible.

Photo #20

Entryway from garage directly under insured's unit to hallway and stairwell.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

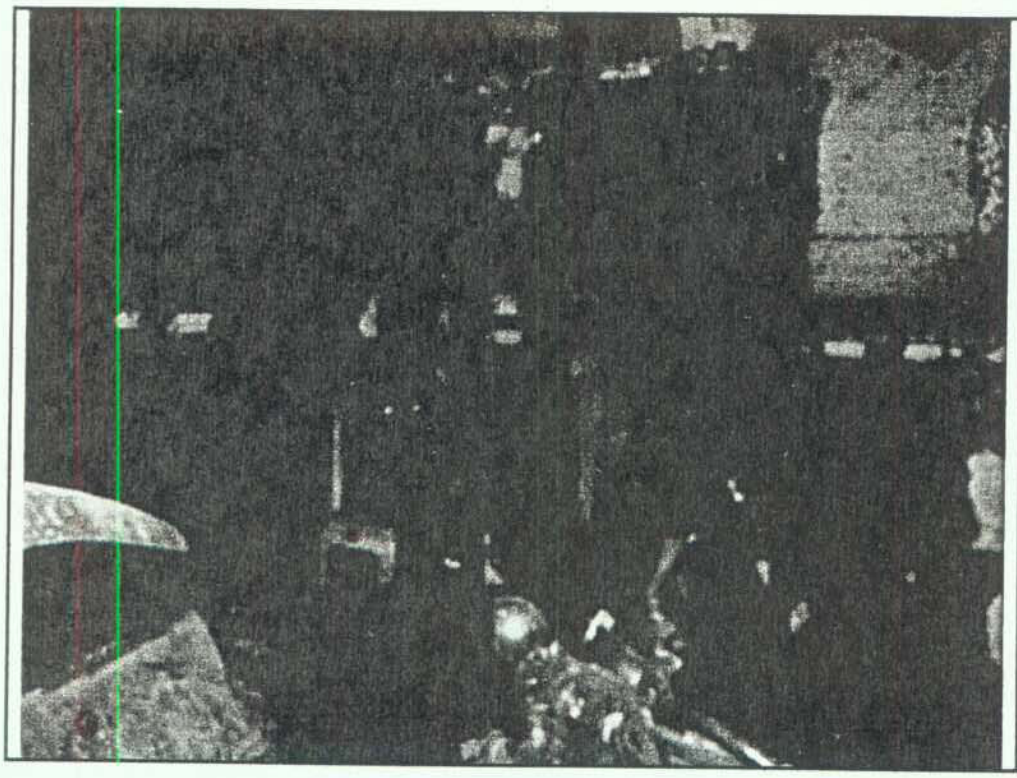

Photo # 21

Extensive damage caused inside garage located directly below insured's condo unit where vehicle caught fire. Insured's storage unit is directly to the left of the motorcycle.

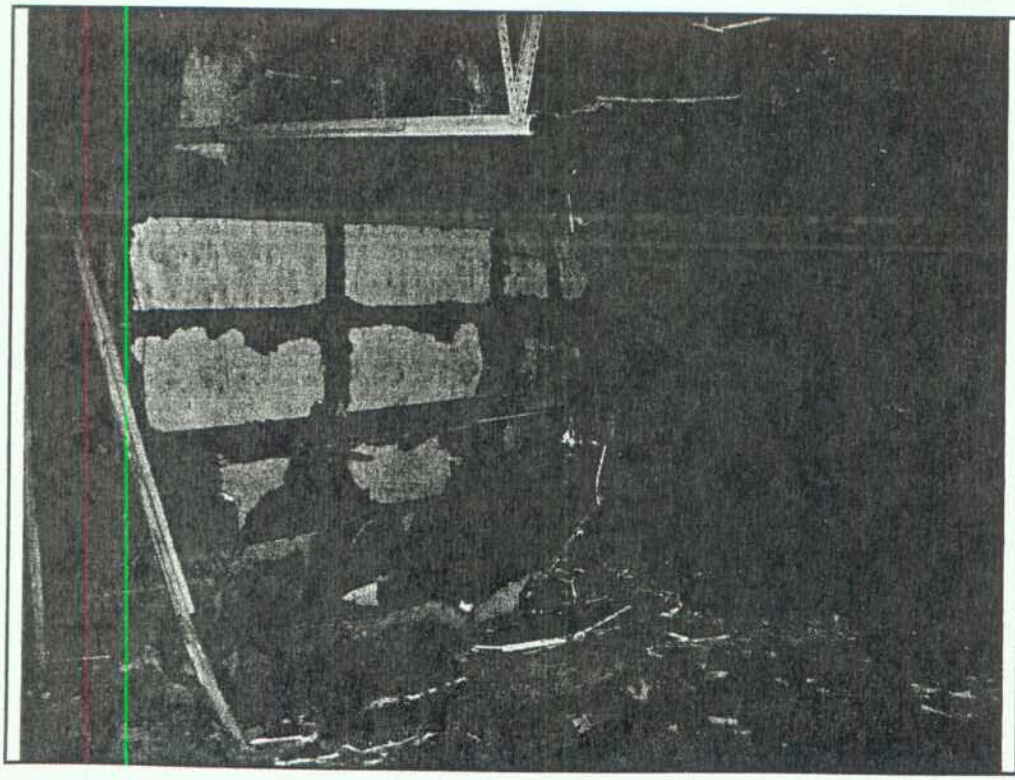

Photo # 22

Extensive damage caused inside garage located directly below insured's condo unit where vehicle caught fire.

INSURED: [redacted] Photos Taken by: Tony Peterson	FILE #: 040-0010359 Date Taken: 1-14-2005 Time: 3 p.m.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

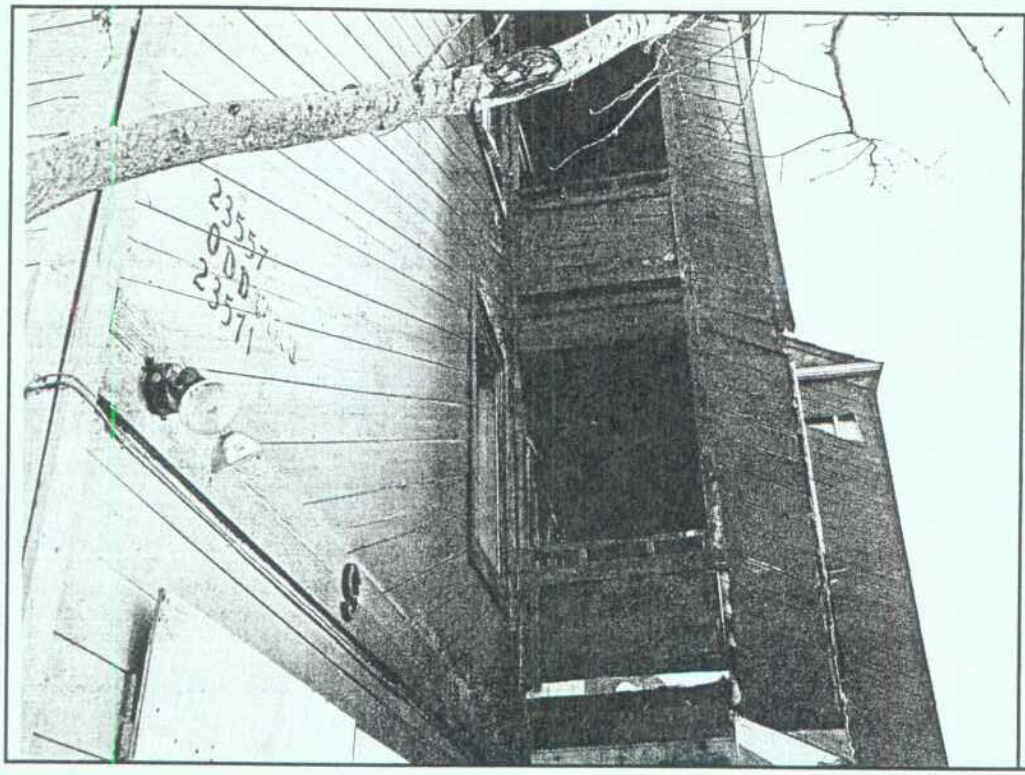

Photo # 23

General exterior damage to building where insured's condo is located on first floor. Fire originated inside garage directly below unit.

Photo # 24

Main entrance to condo building where insured's condo is located.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

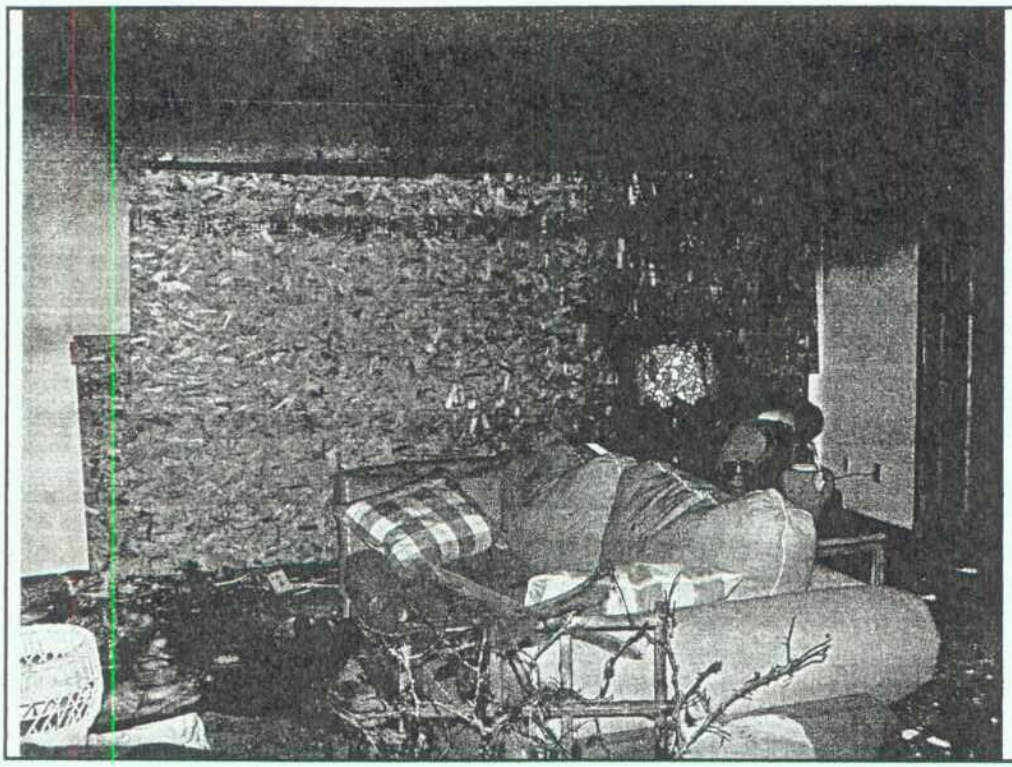

Photo # 25

Boarded up wall is sliding glass door opening to balcony which was totally destroyed by fire.

Photo # 26

Smoke damage to dining room and living room.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

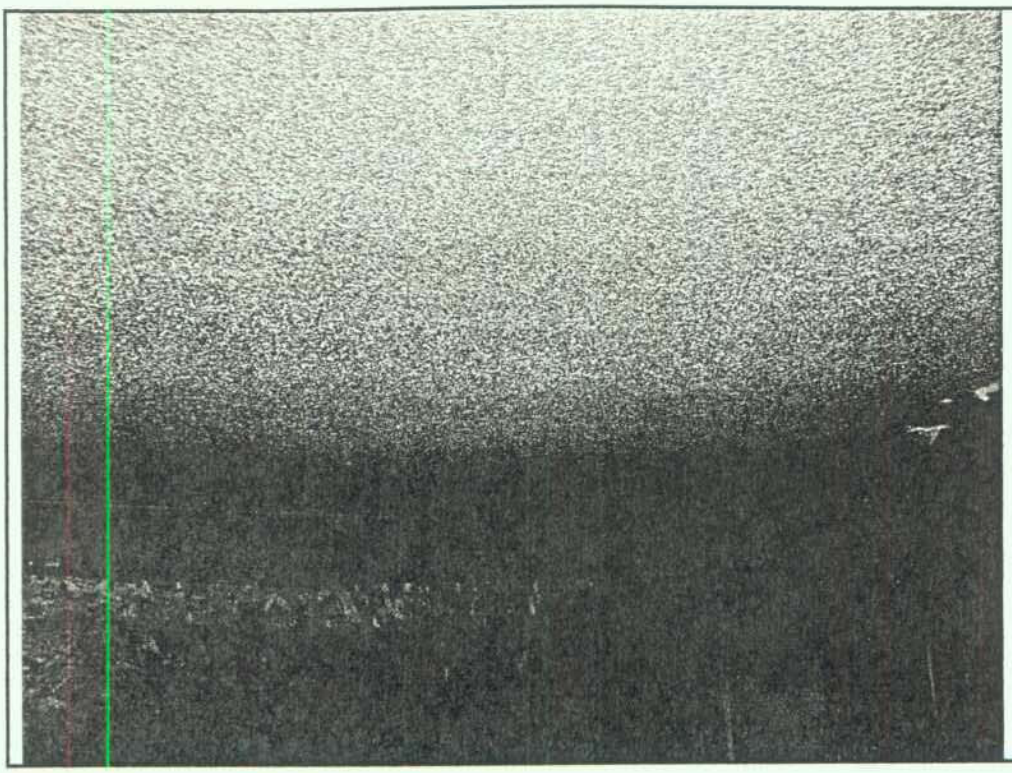

Photo # 27

Smoke damage to living room ceiling. Boarded up wall is sliding glass door to balcony.

Photo # 28

Smoke and fire damage in living room. Boarded up wall is sliding glass door to balcony which was totally destroyed from fire.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 29

Smoke damage to dining room.

Photo #30

Smoke damage in kitchen.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

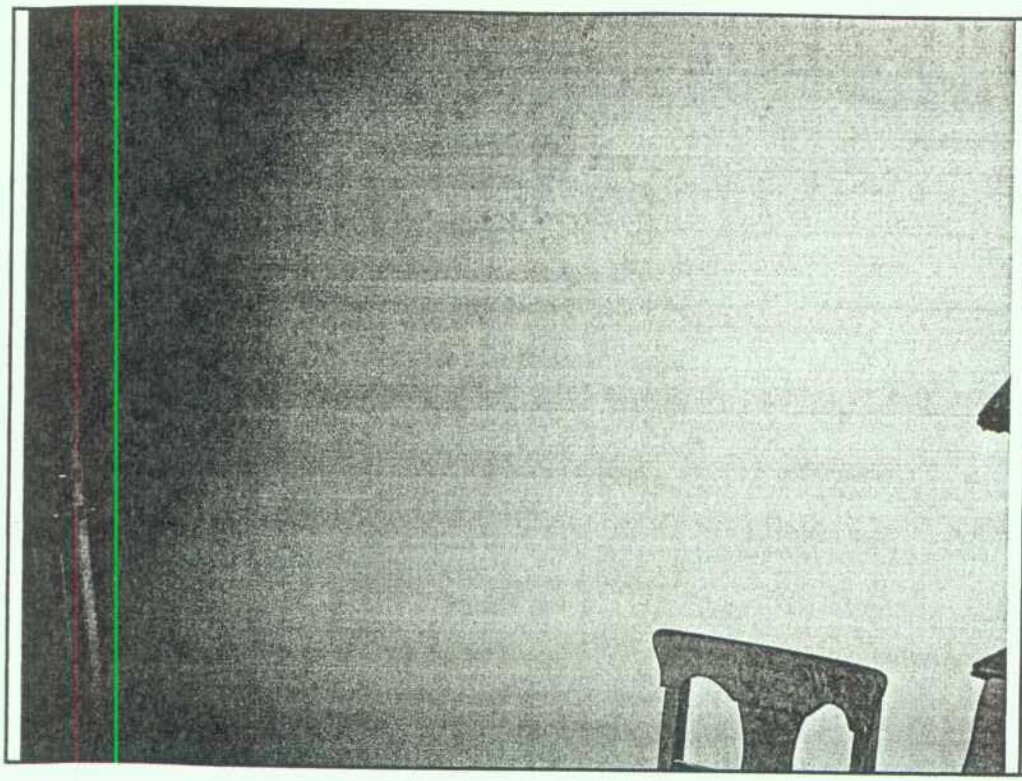

Photo # 31

Smoke damage to living room wall.

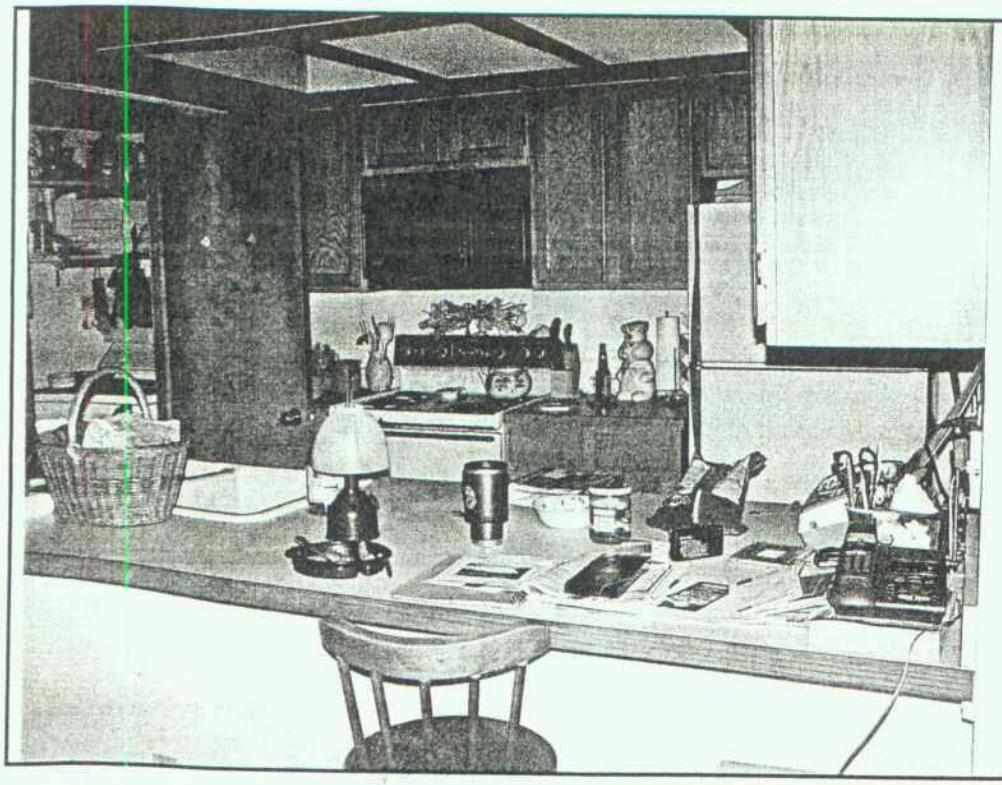

Photo #32

Fire damage to kitchen.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

Photo # 33

Smoke damage to master bedroom.

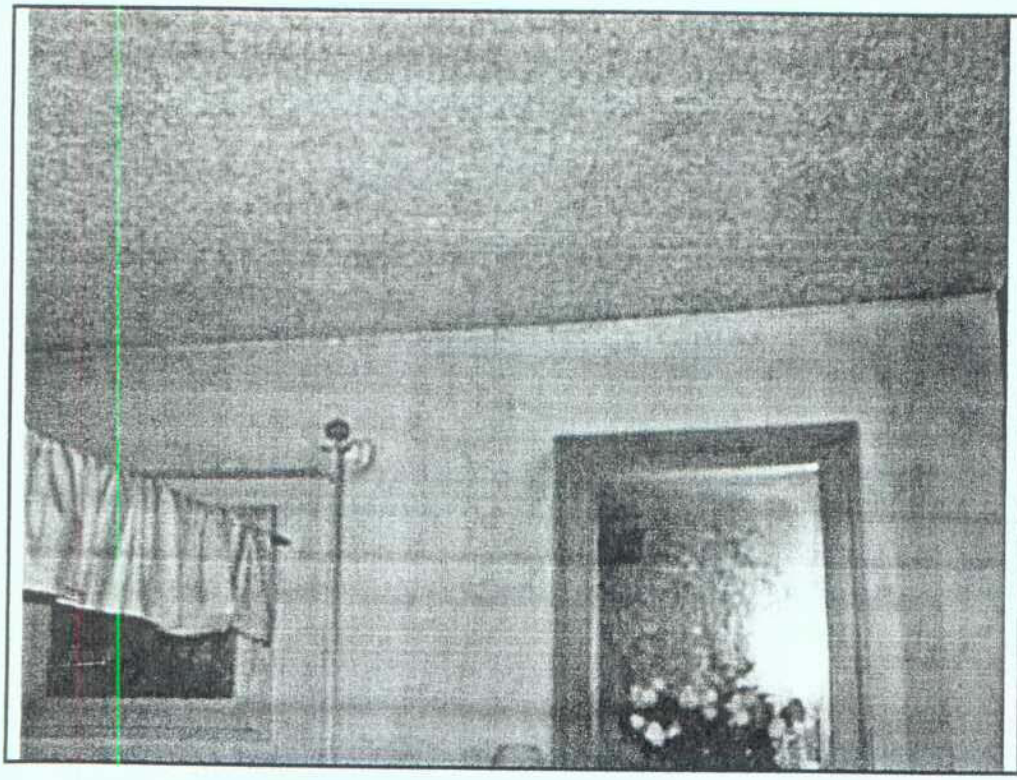

Photo #34

Smoke damage to master bedroom.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

Photo # 35

Smoke damage to master bath.

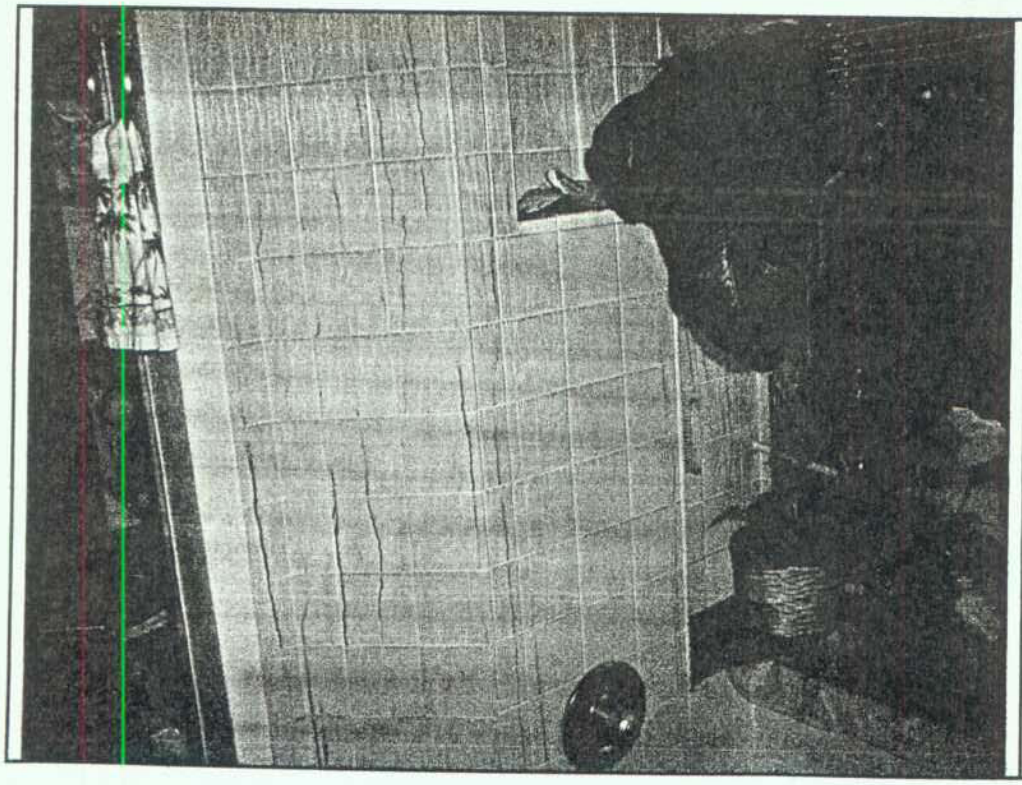

Photo #36

Smoke damage inside master bath.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

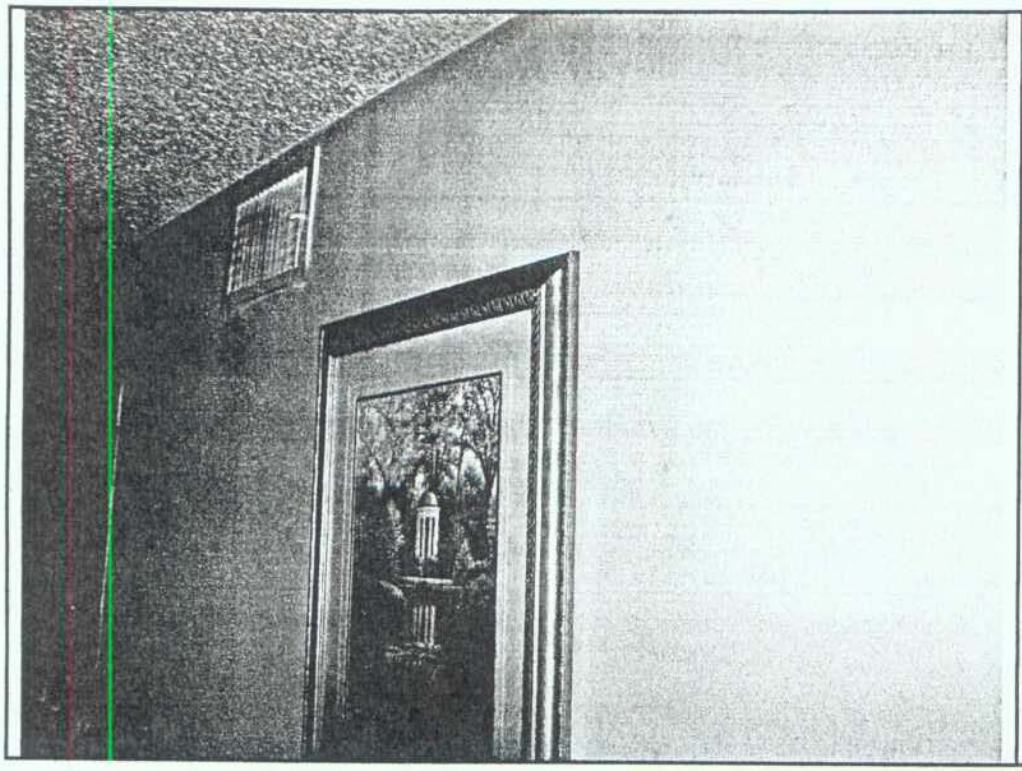

Photo # 37

Smoke damage to master bedroom.

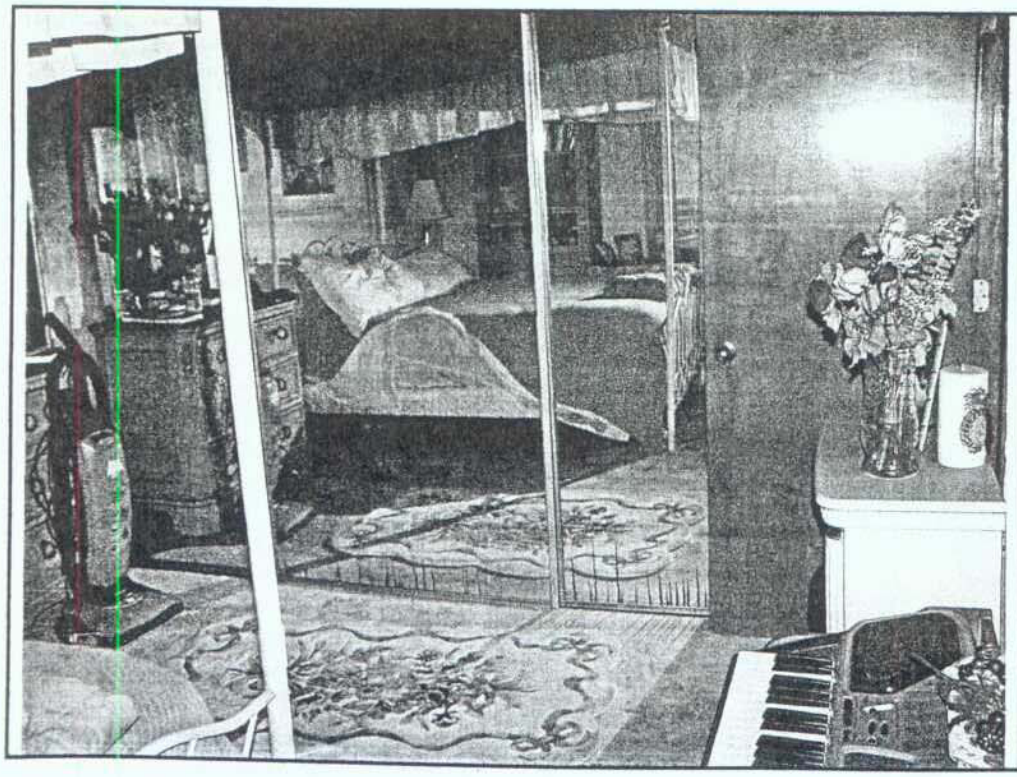

Photo #38

Smoke damage to master bedroom.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

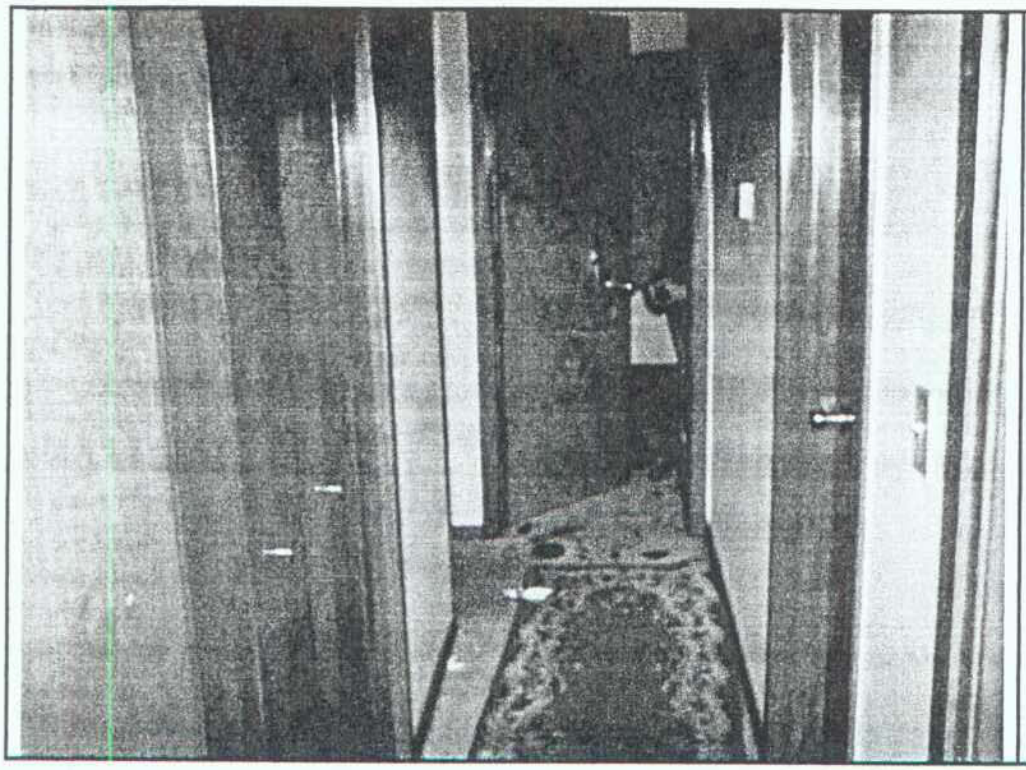

Photo # 39

Smoke damage to hallway inside insured's condo.

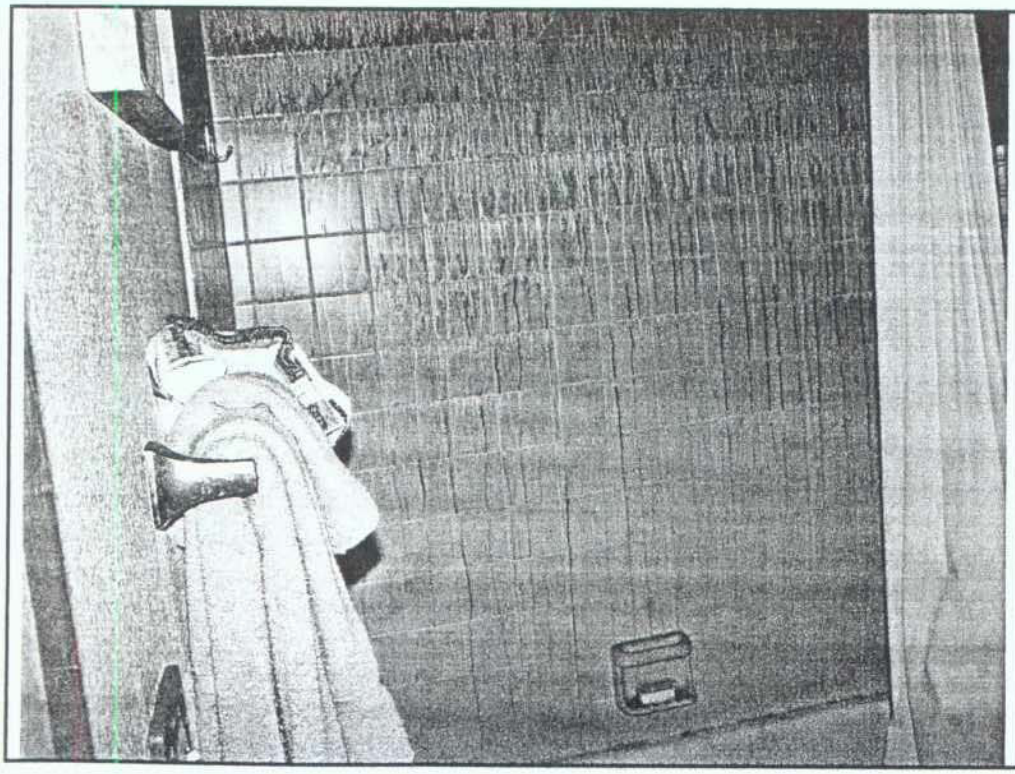

Photo #40

Smoke damage in guest bathroom at insured's condo.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 41

Guest bedroom interior door was broken into by firemen to gain access to room.

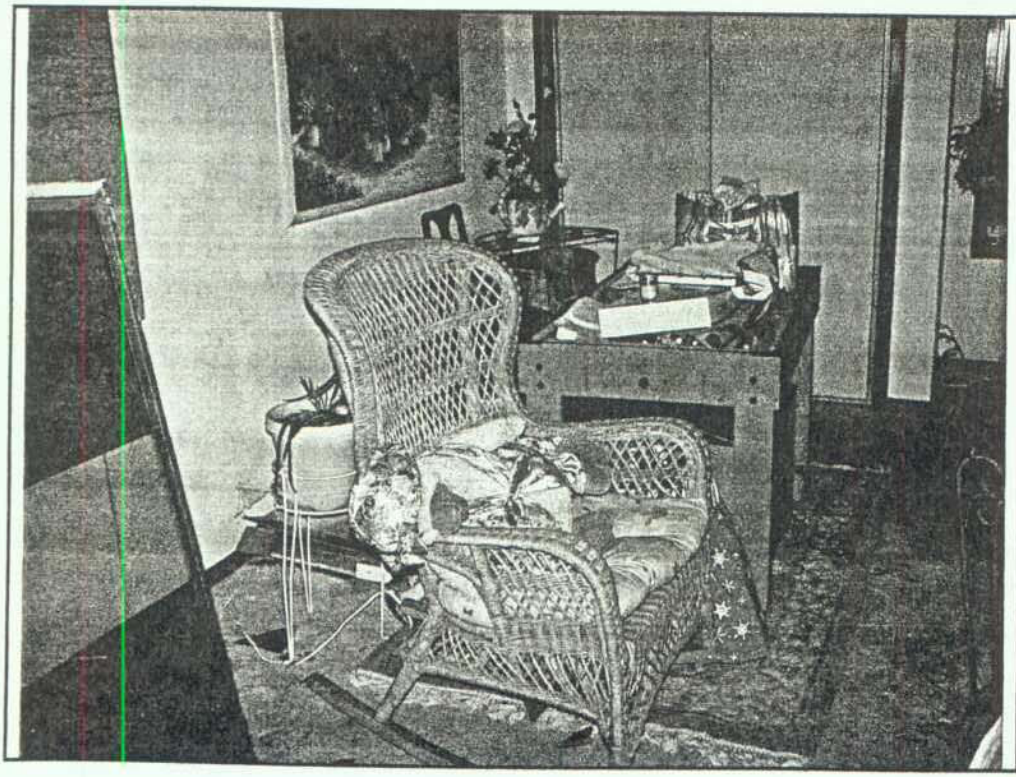

Photo # 42

Smoke damaged furniture in guest bedroom.

INSURED: [redacted] Photos Taken by: Tony Peterson	FILE #: 040-0010359 Date Taken: 1-14-2005 Time: 3 p.m.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

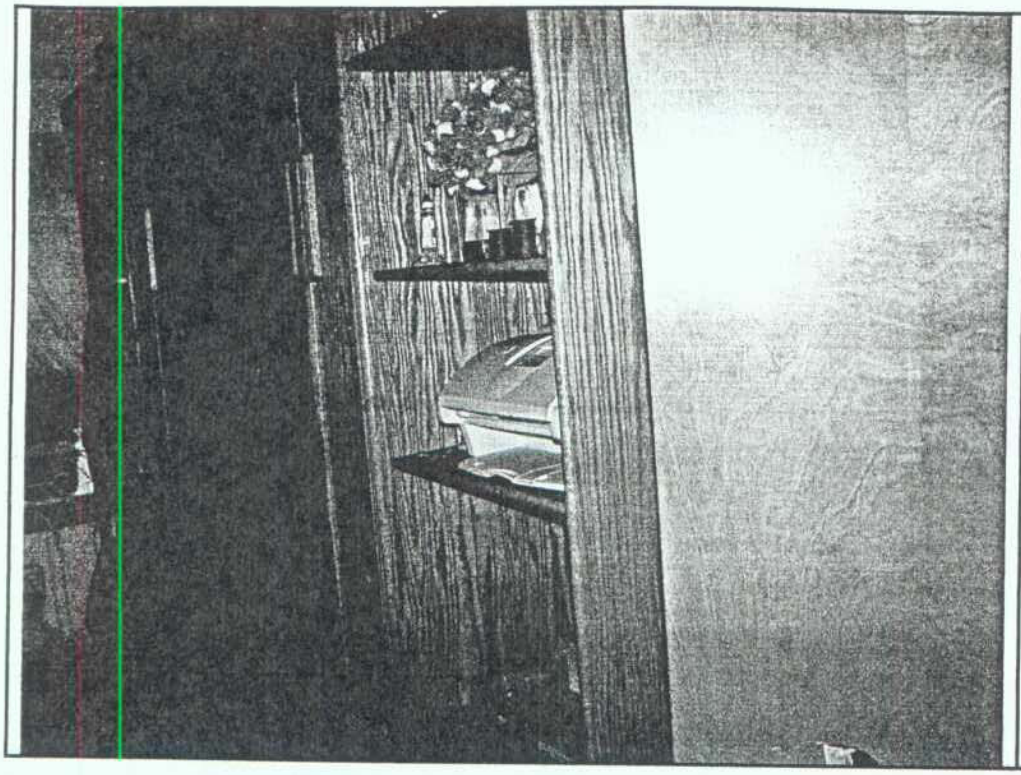

Photo # 43

Smoke damaged Murphy bed in guest bedroom.

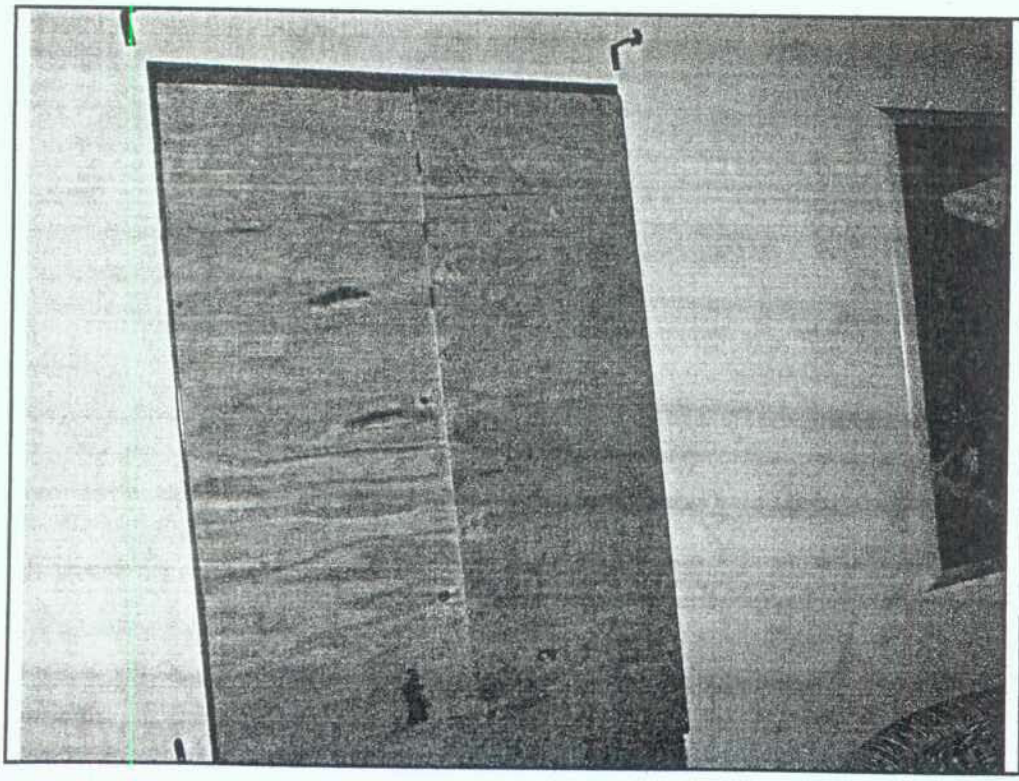

Photo # 44

Boarded up wall in guest bedroom.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

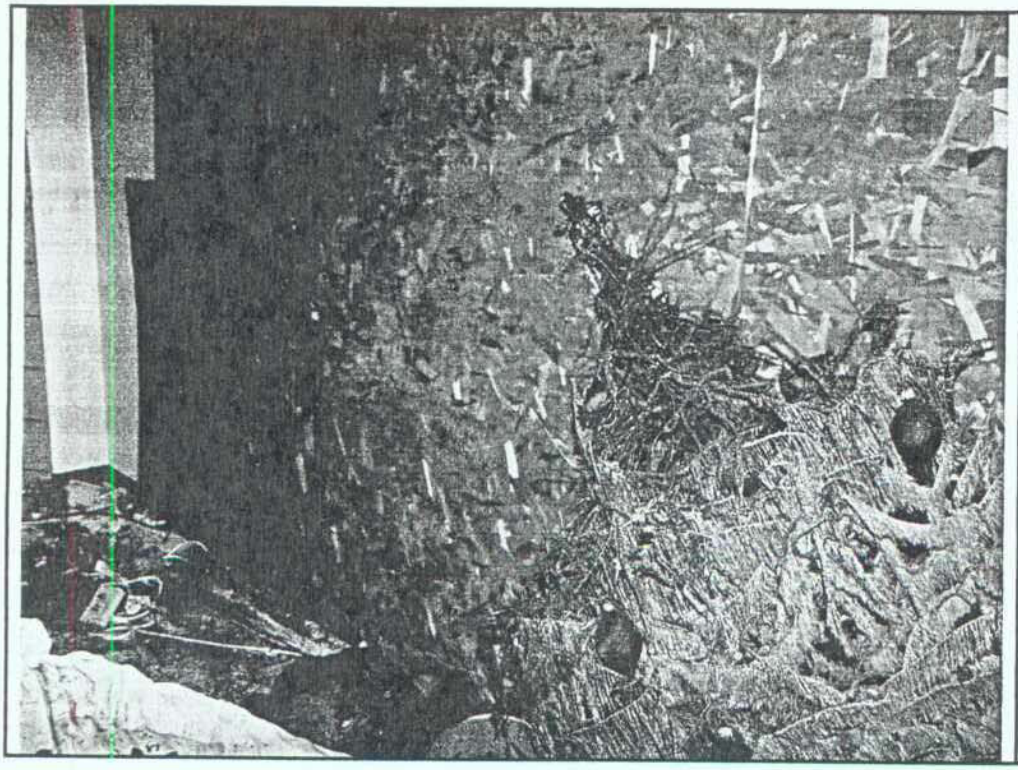

Photo # 45

Boarded up wall is sliding glass door opening to balcony which was totally destroyed by fire.

Photo # 46

Smoke damage to dining room and living room.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO [redacted]

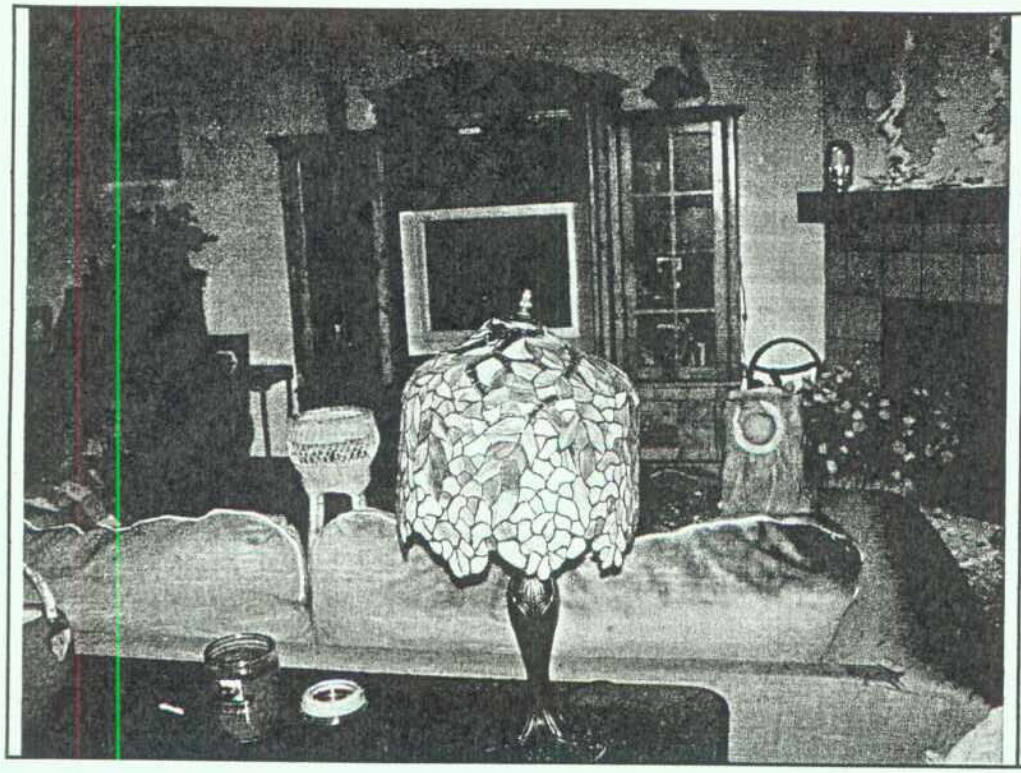

Photo # 47

Smoke damage to living room and furniture.

Photo # 48

Smoke and fire damage in living room.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted], Aurora, CO[redacted]

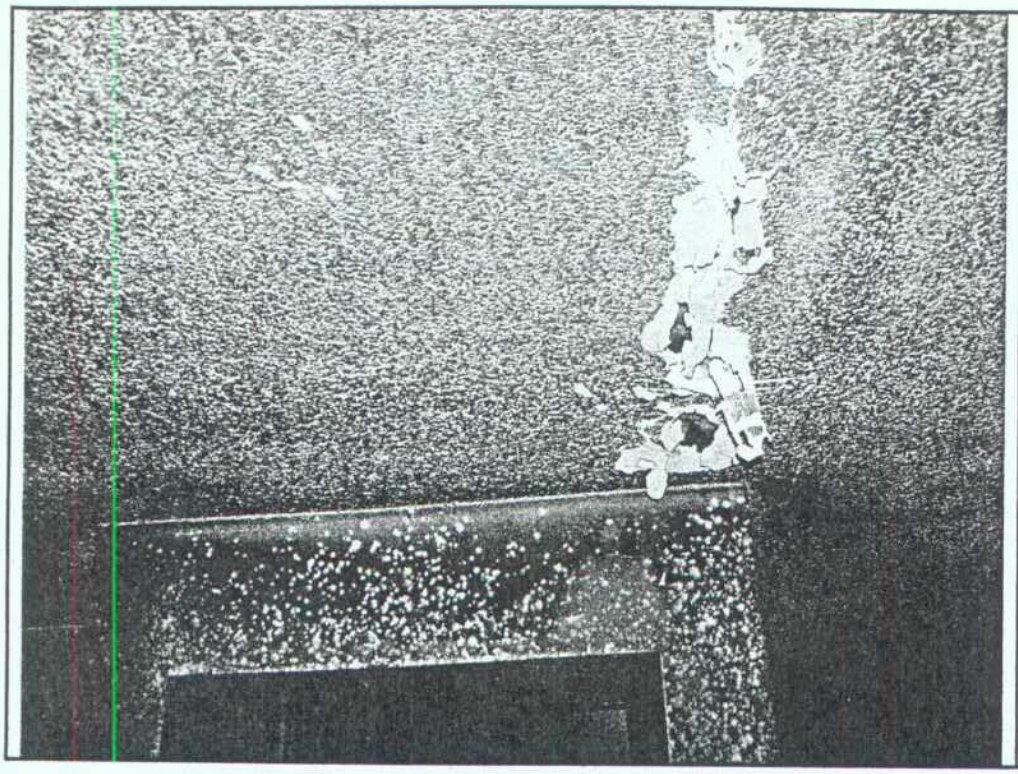

Photo # 49

Smoke damage to dining room ceiling and front entryway.

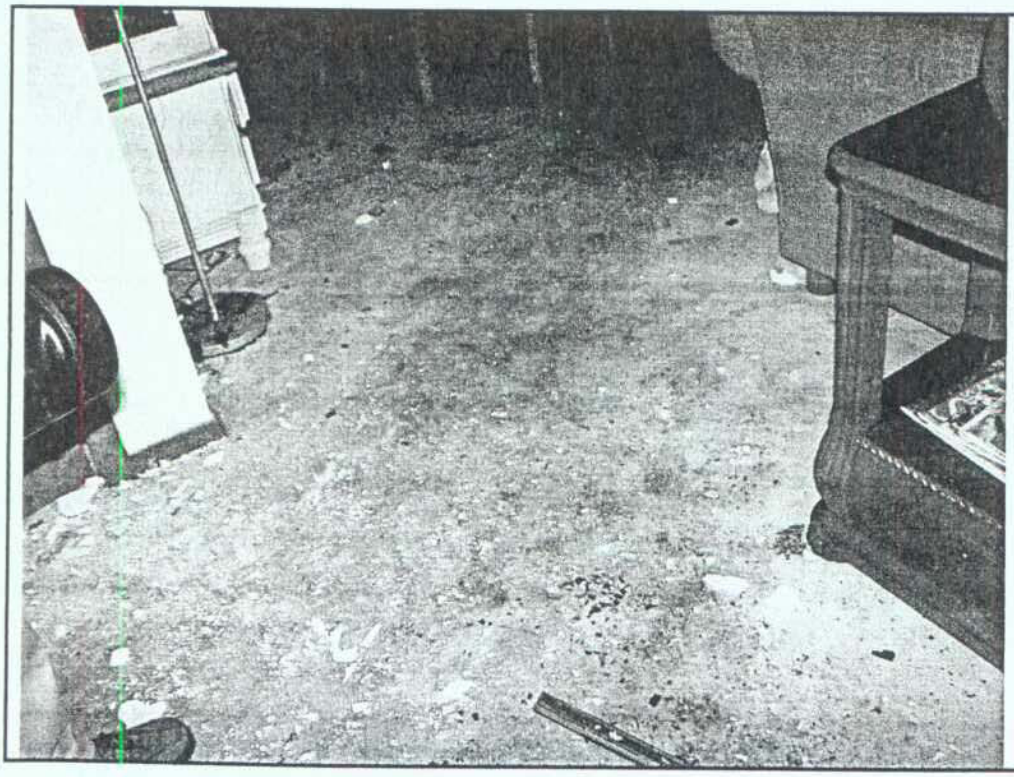

Photo #50

Smoke damage to living room carpeting.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

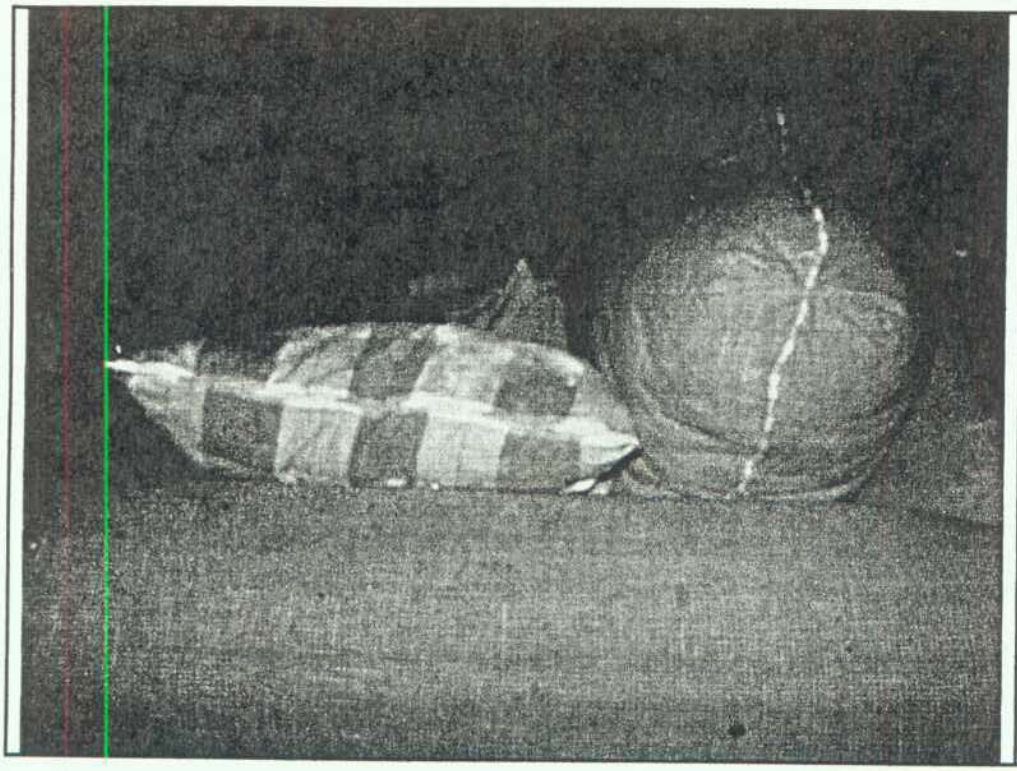

Photo # 51

Fire damage to living room couch.

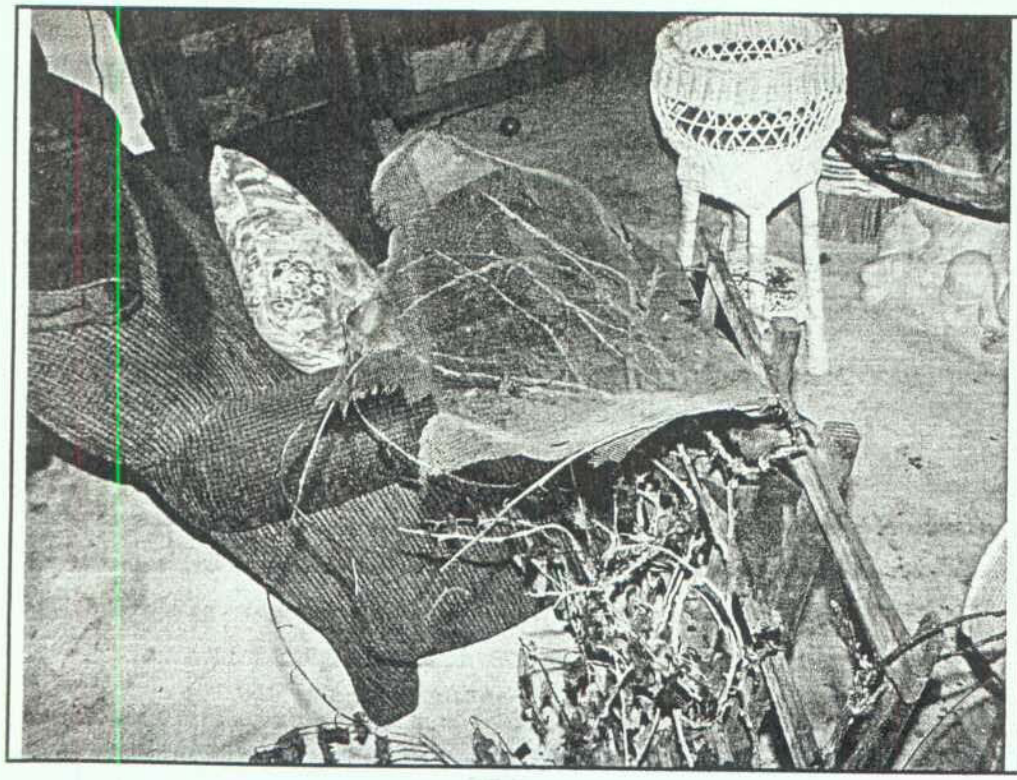

Photo #52

Fire damage and smoke in living room.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 53

Fire damage to living room furniture.

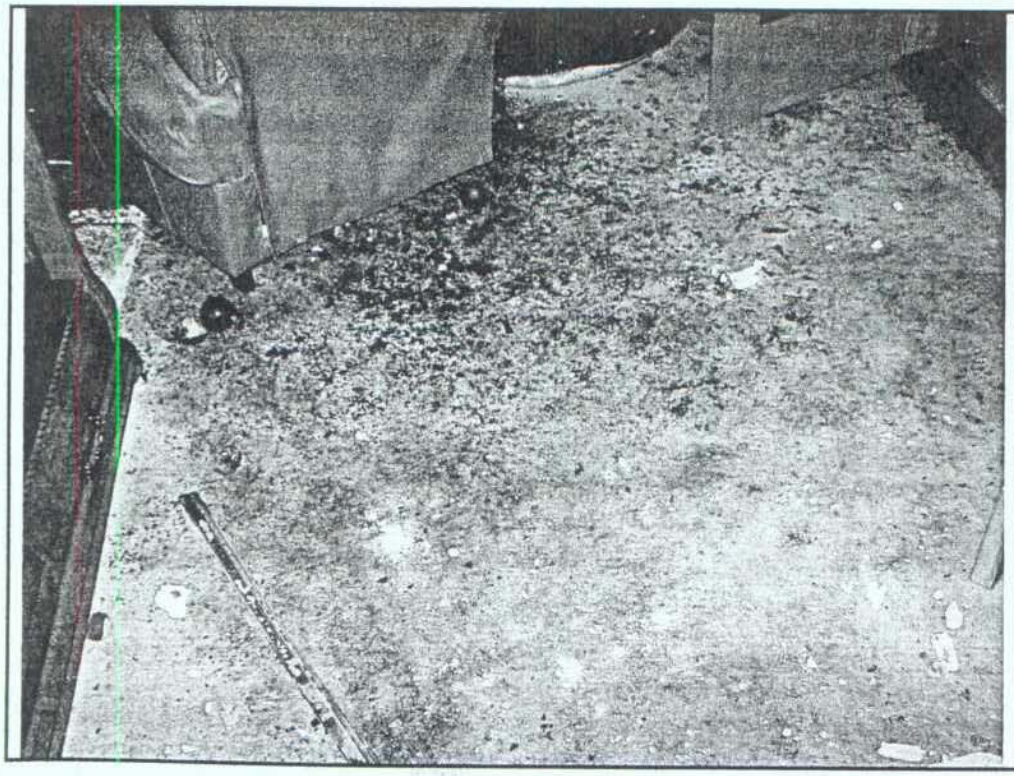

Photo #54

Fire damage to living room carpeting.

CUSTARD INSURANCE ADJUSTERS, INC.

[redacted] Aurora, CO [redacted]

Photo # 55

Blistering and melting to dining room hutch.

Photo #56

Smoke damage in dining room and fire damage to free standing lamp.