RECD 8-17-10

LUEDDEKE
LAW FIRM

215 MORRIS AVENUE SPRING LAKE, N.J. 07762 732 449 2884 FAX 732 449 8926
WWW.NEWJERSEYCONSUMERLAW.COM

RONALD L. LUEDDEKE, ESQ.
ALSO ADMITTED FLORIDA BAR
KARRI LUEDDEKE
ALSO ADMITTED NEW YORK BAR

August 11, 2010

VIA GUARANTEED SUBPOEANA
Catepillar
100 North East Adams Street
Peoria, Illinois 61629

Re: M & A Valley Transportation v. American Bus & Coach, LLC et. al.
Docket No. ESX-L-6173-10

Dear Sir or Madam:

Enclosed herein is a copy of a Complaint filed against you in the above matter, along with a Summons.

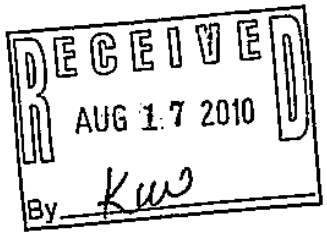
Upon reading the Summons, you will note that you have thirty-five (35) days within which to file an Answer to the charges made in the Complaint. You should bring the enclosed papers to an attorney immediately upon receipt.

Very truly yours,

s/Ronald. L. Lueddeke

Ronald L. Lueddeke, Esq.

RLL:seb
Enclosures



LUEDDEKE LAW FIRM
215 MORRIS AVENUE
SPRING LAKE, NEW JERSEY 07762
(732) 449-2884
ATTORNEY FOR PLAINTIFF(S)

M & A VALLEY TRANSPORTATION AND BUS CO. Plaintiff(s), v. AMERICAN BUS & COACH, LLC, BLUEBIRD, FOLEY CATEPILLAR, and CATEPILLAR Defendant(s).	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ESSEX COUNTY DOCKET NO. ESX-L- 6173-10 Civil Action **SUMMONS**

From the State of New Jersey To The Defendant(s) Named Above:

CATEPILLAR

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided). If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your

answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of $135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

DATED: August 11, 2010

S/Jennifer M. Perez
Jennifer M. Perez
Acting Clerk of the Superior Court

Name of Defendant to be Served: CATEPILLAR
Address of the Defendant to be Served: 100 NORTH EAST ADAMS STREET
PEORIA, ILLINOIS 61629

NOTE: The Case Information Statement is available at www.njcourtsonline.com.
Revised 7/1/2008, CN 10792

Appendix XII-B1

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for Initial Law Division Civil Part pleadings (not motions) under *Rule* 4:5-1
Pleading will be rejected for filing, under *Rule* 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed

FOR USE BY CLERK'S OFFICE ONLY
PAYMENT TYPE: ☐ CK ☐ CG ☐ CA
CHG/CK NO.
AMOUNT:
OVERPAYMENT:
BATCH NUMBER:

ATTORNEY / PRO SE NAME	TELEPHONE NUMBER	COUNTY OF VENUE
Ronald L. Lueddeke, Esq.	(732) 449-2884	Essex
FIRM NAME (if applicable) Lueddeke Law Firm		DOCKET NUMBER (when available)
OFFICE ADDRESS 215 Morris Ave. Spring Lake, NJ 07762		DOCUMENT TYPE Complaint & Jury Demand
		JURY DEMAND ■ YES ☐ NO

NAME OF PARTY (e.g., John Doe, Plaintiff)	CAPTION
M & A Valley Transportation and Bus Co., Plaintiff	M & A Valley Transportation and Bus Co., Plaintiff v. American Bus & Coach, LLC, Bluebird, Foley Caterpillar and Caterpillar, Defendants
CASE TYPE NUMBER (See reverse side for listing) 699	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ■ NO IF YOU HAVE CHECKED "YES," SEE *N.J.S.A.* 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.
RELATED CASES PENDING? ☐ YES ■ NO	IF YES, LIST DOCKET NUMBERS
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ■ NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) ☐ NONE ■ UNKNOWN

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☐ YES ■ NO	IF YES, IS THAT RELATIONSHIP: ☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ☐ BUSINESS

DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ■ YES ☐ NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION

DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ■ NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION
WILL AN INTERPRETER BE NEEDED? ☐ YES ■ NO	IF YES, FOR WHAT LANGUAGE?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b).

ATTORNEY SIGNATURE: Ronald L. Lueddeke

ESSEX COUNTY - CIVIL DIVISION
SUPERIOR COURT OF NJ
465 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 693-5529
COURT HOURS

DATE: JULY 29, 2010
RE: M A VALLEY TRANSPORTATION AND BUS CO VS AMERICAN E
DOCKET: ESX L -006173 10

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JOHN C. KENNEDY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003 AT: (973) 693-6443 EXT 6431.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

LUBIDEKE LAW FIRM
215 MORRIS AVE
SPRING LAKE NJ 07762

JUGGREO

Side 2

CIVIL CASE INFORMATION STATEMENT
(CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

151 NAME CHANGE
175 FORFEITURE
302 TENANCY
399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
502 BOOK ACCOUNT (debt collection matters only)
505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
506 PIP COVERAGE
510 UM or UIM CLAIM (coverage issues only)
511 ACTION ON NEGOTIABLE INSTRUMENT
512 LEMON LAW
801 SUMMARY ACTION
802 OPEN PUBLIC RECORDS ACT (summary action)
999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

305 CONSTRUCTION
509 EMPLOYMENT (other than CEPA or LAD)
599 CONTRACT/COMMERCIAL TRANSACTION
603 AUTO NEGLIGENCE – PERSONAL INJURY
605 PERSONAL INJURY
610 AUTO NEGLIGENCE – PROPERTY DAMAGE
621 UM or UIM CLAIM (includes bodily injury)
699 TORT – OTHER

Track III - 450 days' discovery

005 CIVIL RIGHTS
301 CONDEMNATION
602 ASSAULT AND BATTERY
604 MEDICAL MALPRACTICE
606 PRODUCT LIABILITY
607 PROFESSIONAL MALPRACTICE
608 TOXIC TORT
609 DEFAMATION
616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
617 INVERSE CONDEMNATION
618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
303 MT. LAUREL
508 COMPLEX COMMERCIAL
513 COMPLEX CONSTRUCTION
514 INSURANCE FRAUD
620 FALSE CLAIMS ACT
701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

280 Zelnorm
285 Stryker Trident Hip Implants
288 Prudential Tort Litigation

Mass Tort (Track IV)

248 CIBA GEIGY
266 HORMONE REPLACEMENT THERAPY (HRT)
271 ACCUTANE
272 BEXTRA/CELEBREX
274 RISPERDAL/SEROQUEL/ZYPREXA
275 ORTHO EVRA
277 MAHWAH TOXIC DUMP SITE
278 ZOMETA/AREDIA
279 GADOLINIUM
281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
282 FOSAMAX
283 DIGITEK
284 NUVARING
286 LEVAQUIN
287 YAZ/YASMIN/OCELLA
601 ASBESTOS
619 VIOXX

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics.

Please check off each applicable category

☐ Verbal Threshold ☐ Putative Class Action ☐ Title 59

LUEDDEKE LAW FIRM
215 MORRIS AVENUE
SPRING LAKE, NEW JERSEY 07762
(732) 449-2884
ATTORNEY FOR PLAINTIFF(S)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX VICINAGE
K.T. JUN 28 2010
FINANCE DIVISION
RECEIVED/FILED

M & A VALLEY TRANSPORTATION AND BUS CO.

Plaintiff(s),

v.

AMERICAN BUS & COACH, LLC, BLUEBIRD, FOLEY CATEPILLAR, and CATEPILLAR

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY

DOCKET NO. ESX-L-6173-10

Civil Action

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX VICINAGE
JUL 21 2010
FINANCE DIVISION
RECEIVED/FILED
22

COMPLAINT AND ~~JURY DEMAND~~

M & A Valley Transportation & Bus Co. with offices at 582 Valley Road, West Orange, New Jersey by way of Complaint against the defendants says:

FIRST COUNT

1. On or about August 6, 2007 plaintiff M & A Valley Transportation & Bus Co. purchased five (5) new 2008 Bluebird buses from Defendant AMERICAN BUS & COACH, LLC ("ABC"). These vehicles are described in the attached invoices which are incorporated by reference (Exhibit "A" and "B").

2. On information and belief, said vehicles were manufactured by Defendant, Bluebird.

3. These buses experienced various problems. The problems encountered are described, at least in part on the attached Bus Repair Summary (Exhibit "C"). The corresponding list of buses is attached as Exhibit "D."

4. Defendants, ABC and Bluebird represented that the 2008 model

SUPERIOR COURT OF NEW JERSEY
CIVIL DIVISION
ESSEX COUNTY
JUL 2 · 2010
RECEIVED

year buses did not have these problems.

5. As a result of this representation on or about August 6, 2008 Plaintiff purchased from ABC three (3) 2009 Bluebird buses. These vehicles are described in the attached invoice which is incorporated by reference (Exhibit "B").

6. Plaintiff expected that the new buses would be free from defects and operate perfectly. Such expectations are recognized in the law. ***Zabriskie Chevrolet v. Smith*** 99 N.J. Super. 441, 451 (Law Div. 1968).

7. Since taking possession plaintiff has experienced significant problems with both the 2008 and 2009 buses. Said problems include but are not necessarily limited to the following:

(1) Power steering leak from power steering reservoir.

(2) Antifreeze tanks, which are plastic, crack and leak. When these tanks leak it looks like a fire and causes smoke to enter the cabin. This traumatizes the school children riding these buses. The leak also causes a horrible dead fish smell which permeates the cabin.

(3) Electrical-wires under radio next to driver are improperly grounded. This condition also causes smoke in the cabin and traumatizes the children.

(4) Front wheel seals.

(5) Oil leak- this problem is a Catepillar problem. Three buses have this condition.

8. These problems have caused the state DOT to fail the buses. State inspectors know exactly what to look for.

9. Plaintiff would not have purchased the buses had these problems been disclosed to it.

10. On information and belief, one or more of these particular problems existed prior to Plaintiff entering into the purchase agreements and one or all of the Defendants were aware of the problems. Said Defendants failed to disclose this condition to prospective purchasers. These conditions should have been disclosed to Plaintiff. For example, In Div. of Consumer Affairs v. General Electric Co, 244 N.J. Super. 349, 353 (App. Div. 1990) the Court held that the Consumer Fraud Act is designed to promote the disclosure of relevant information to enable the consumer to make intelligent decisions in the selection of products and services.

11. Plaintiff uses the buses for commercial driving and they rely upon the buses for business income. Plaintiff uses the buses to transport school children and the foregoing problems and lack of reliability affects the safety of the children.

12. Plaintiff revoked their acceptance of the buses.

13. Plaintiff suffered incidental and consequential damages as a result of the buses' defective condition.

14. The foregoing constitutes breach of contract and breach of the implied covenant of good faith and fair dealing.

WHEREFORE, plaintiff demands damages against defendants as follows:

(1) Compensatory damages;

(2) Recission;

(3) Attorney's fees;

(4) Lawful interest;

(5) Costs of suit;

(6) For such other relief as the Court may deem equitable and just.

SECOND COUNT

15. Plaintiff repeats each and every allegation of the First Count as though set forth more fully at length herein.

16. The foregoing constitutes consumer fraud by way of affirmative acts and acts of omission as well as equitable fraud.

WHEREFORE, plaintiff demands damages against defendants as follows:

(1) Compensatory damages which should be trebled under the Consumer Fraud Act and/or a refund pursuant to N.J.S.A. 56:8-2.11;

(2) Punitive damages;

(3) Recission;

(4) Attorney's fees;

(5) Lawful interest;

(6) Costs of suit;

(7) For such other relief as the Court may deem equitable and just.

THIRD COUNT

17. Plaintiff repeats each and every allegation of the First and Second Count as though set forth more fully at length herein.

18. The foregoing conduct of defendants constitutes negligence.

19. Plaintiffs have been damaged as a proximate result there of.

WHEREFORE, plaintiff demands damages against defendants as follows:

(1) Compensatory damages;

(2) Recission;

(3) Attorney's fees;

(4) Lawful interest;

(5) Costs of suit;

(6) For such other relief as the Court may deem equitable and just.

FOURTH COUNT

20. Plaintiff repeats each and every allegation of the First, Second and Third Count as though set forth more fully at length herein.

21. Defendants breached express warranties and as a result plaintiff has been damaged.

22. Said warranties failed their essential purpose.

23. Plaintiff has rightfully and justifiably revoked acceptance of the vehicles.

WHEREFORE, plaintiff demands damages against defendants as follows:

(1) All remedies available to plaintiff under the Uniform Commercial Code including, but not limited to, revocation, recission, breach of warranty damages, including incidental and consequential damages, attorneys fees, costs of suit, interest and such other relief as the Court seems equitable and appropriate.

FIFTH COUNT

22. Plaintiff repeats each and every allegation of the First, Second, Third and Fourth Counts as though set forth more fully at length herein.

23. The aforesaid conduct of defendants constitutes a breach of implied warranties including the implied warranty of fitness for a particular purpose..

WHEREFORE, plaintiff demands judgment against defendants, for the following relief;

(1) All remedies available to plaintiff under the Uniform Commercial Code including, but not limited to, revocation, recission, breach of warranty damages, including incidental and consequential damages, attorneys fees, costs of suit, interest and such other relief as the Court seems equitable and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff herein demands a trial by jury as to all triable issues of fact.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Ronald L. Lueddeke, Esquire is hereby designated as trial counsel on behalf of the plaintiff.

Dated: 6/24/10

By: Ronald L. Lueddeke
Ronald L. Lueddeke, Esquire

CERTIFICATION

The undersigned hereby certifies that the within controversy is not subject of any other action or proceeding either filed or anticipated. In addition, plaintiff is not aware of any other parties that should be joined to this action at this time.

Dated: 6/24/10

By: Ronald L. Lueddeke
Ronald L. Lueddeke, Esquire

Exhibit "A"

American Bus and Coach, LLC
2595 East State Street
Trenton, NJ 08619
UNITED STATES OF AMERICA
(609)-689-2500

<< INVOICE >>

PAGE 1

SOLD TO
SB-MAV100
M & A VALLEY TRANSPORTATION
622 ASHE STREET
KEY WEST, FL 33040

SHIP TO
M & A VALLEY TRANSPORTATION
622 ASHE STREET
KEY WEST, FL 33040

DATE 8/6/2007
ORDER NO 00017088

TERMS DESCRIPTION	CUSTOMER PO NUMBER	SLS1	SLS2	ORDER DATE
NET 30		MEK	APG	8/6/2007

ITEM ID	TX CL	UNIT	ORDERED	UNIT PRICE	EXTENSION
V-BLUE BIRD-BBCV	1	EA	5.0000	73,672.80	368,364.00

FIVE (5) 2008 54 PASSENGER BLUEBIRD VISION SCHOOL BUSES

F151753 VIN# 1BAKFCKHX8F252126
F151754 VIN# 1BAKFCKH18F252127
F151788 VIN# 1BAKFCKH08F252098
F151794 VIN# 1BAKFCKH68F252107
F151800 VIN# 1BAKFCKH18F252113

15% downpayment
$ 55,254.60

Ch#

PAID

There will be a $15.00 fee on returned checks

	TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
	0.00	368,364.00	0.00	0.00	0.00	368,364.00
		PREPAYMENT	0.00		NET DUE	368,364.00

Exhibit "B"

American Bus and Coach, LLC

2595 East State Street
Trenton, NJ 08619
(609)-689-2500

<< INVOICE >>

SOLD TO: SB-MAV100
M & A VALLEY TRANSPORTATION
622 ASHE STREET

TO KEY WEST, FL 33040

SHIP TO: M & A VALLEY TRANSPORTATION
622 ASHE STREET
KEY WEST, FL 33040

DATE 6/6/2008
ORDER NO 00023990

TERMS DESCRIPTION	CUSTOMER PO NUMBER	SLS1	SLS2	ORDER DATE
NET 30		MEK	APG	7/21/2005

ITEM ID	TX CL	UNIT	ORDERED	UNIT PRICE	EXTENSION
V-BLUE BIRD-BBCV THREE (3) 2009 BLUE BIRD VISION 54-PASSENGER SCHOOL BUSES	1	EA	3.0000	76,672.00	230,016.00

BODY #L085988 VIN #1BAKFCKH99F259599
BODY #L085989 VIN #1BAKFCKH19F259600
BODY #L085991 VIN #1BAKFCKH39F259602

$230,016.00 TOTAL SELLING PRICE OF BUSES
-$ 34,500.00 DEPOSIT FROM M & A VALLEY TRANSPORTATION
(RECEIVED 6/4/08 CHK #0000006279)
$195,516.00 BALANCE DUE FROM SOVEREIGN BANK

There will be a $15.00 fee on returned checks.

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	230,016.00	0.00	0.00	0.00	230,016.00
	PREPAYMENT	0.00		NET DUE	230,016.00

Exhibit "C"

M &A VALLEY TRANSPORTATION BUS CO.

BUS REPAIR SUMMARY

Bus #	Date Sent Out	Date Returned	# dates OOS	Mileage	Repair Description	Warr Y/N	Parts & Labor	Additonal Wages	M&A Lost Income
					TOTAL		4518.97	2800.00	27800.00
	9/22/2007	9/26/2007	5	1,147	perform product support PGM	Y	0.00	100.00	1200.00
	12/19/2007	12/19/2007		3,839	replaced the two horns, power steering oil leak	N	108.00		
	3/13/2008	3/13/2008		6,875	replaced stop arm flasher, oil leak	N	65.00		
	8/30/2008	9/5/2008	5	11,345	new cooling surge tank	Y		100.00	1500.00
	9/27/2008	9/27/2008		8,652	repaired interior lights,repair crossover bracket,washed oil leaks	N	130.00		
	10/20/2008	11/4/2008	12	12,245	turbocharger	Y	252.17	100.00	3600.00
	12/11/2008	12/11/2008		13,022	secured crossover bracket, clean power steering oil leak	N	65.00		
	12/12/2008	12/12/2008		13,070	secured crossover bracket	N	65.00		
	6/11/2009	6/11/2009		20,436	repair cross over mirror	N			
	7/15/2009	7/15/2009		21,276	replaced surge tank	n	650.00		300.00
	8/4/2009	8/10/2009	5	21,647	troublshoot CGI cooler for leaks/towed to owners site	Y		500.00	1500.00
	8/12/2009	8/25/2009	11	21,988	troubleshoot fuel press regulator VLV	Y			3300.00
	9/10/2009	9/10/2009		22,345	engine oil leak , power steering oil leak	N	195.00		300.00
	10/8/2009	10/8/2009		22,558	maintenance/exterior light monitor not working, leaking oil	N	130.00		
	10/23/2009	10/23/2009		22,991	warnig lights not working	N	130.00		300.00
	12/23/2009	1/4/2010	13	24400	Found Coolant Leaking	Y		100.00	3900.00
	1/12/2010	1/12/2010		24625	crossover mirror: repair left, adjust right,checked all fluid/lights	N	130.00		
	9/28/2007	9/28/2007		1568	repair oil filler tube, warranty only the part		65.00		
	3/27/2008	4/8/2009	6	5245	replaced the multiplex computer, warranty the part		130.00		1800.00
	4/9/2009	4/9/2009	2	5348	replaced the module		130.00		
	10/20/2008				new cooling surge tank, oil leaking from power steering	Y		100.00	
	2/5/2009	2/5/2009		10094	replace door switch & relay	N	310.00		300.00
	4/6/2009	4/7/2009	2		replaced surge tank, oil leak	N	650.00		600.00
	10/8/2009	10/8/2009		15031	replaced right side crossover bar, seal power steering leak	N	65.00		
	10/22/2009	11/14/2009	18	15,404	CGI cooler hoses leaking	Y		100.00	5400.00
	12/23/2009	12/23/2009		16375	replaced door micro switch	N	195.00		
	1/13/2010	1/13/2010		16602	replaced low beam light (part#9007)	N			
	1/25/2010	1/25/2010		16790	secure fire extinuisher bracket	N			
	2/8/2010	2/24/2010	13	16945	sluggish				

Bus #	Date Sent Out	Date Returned	# dates OOS	Mileage	Repair Description	Warr Y/N	Parts & Labor	Additonal Wages	M&A Lost Income
	9/28/2007	9/28/2007		1436	repair oil filler tube, pwer steering oil leak	Y	0.00		300.00
	6/2/2008	6/6/2008	6	9799	repair fuel transfer pump	Y	0.00	100.00	1800.00
	9/27/2008	9/27/2008		8398	repaired interior lights/crossover bracket/clean oil leak	N			
	1/3/2009	1/8/2009	5	13891	troubleshoot spark plug/ travel to/from engine	Y	0.00	100.00	1500.00
	6/9/2009	6/9/2009		15483	window buzzer/changed one coolant sensor	N	250.00		300.00
	6/15/2009	7/14/2009	23	18604	repair turbocharger, install ARD head, fuel injection pump, GGI	Y	0.00	100.00	6900.00
					valve, remove/install combustion sensor & turbocharger				
	7/12/2009			18509	new cooling tank	N	650.00		300.00
	7/13/2009	7/18/2009	5	19604	oil leak from turbocharge	Y		100.00	1500.00
	8/21/2009	8/21/2009		19,885	back door handle loose	N	65.00		
	10/21/2009	10/21/2009		21,861	fan fixed/dash cover fixed	N	65.00		
	11/19/2009	11/19/2009		22,555	dome lights out, power steering oil leak, engine oil leak	N	130.00		
	12/3/2009	12/3/2009		22749	repaired left rear heater,repaired hole in roof	N	130.00		
	12/5/2009	12/5/2009		22823	changed left rear tire	N	65.00		
	1/14/2010	1/14/2010		2314	replaced hose#286-4827,all fluids&lights checked,	N	65.00		
	9/19/2007	9/24/2007	5	1317	Perfrom PSP, PIP due to oil leak	Y	0.00	100.00	1500.00
	11/30/2007	11/30/2007		3012	replaced driver's mirror, oil leaks	N	130.00		
	1/24/2008	1/24/2008		4572	bad smell on bus/cleaned, cooling leak	N	130.00		300.00
	4/12/2008				cooland leak, replaced cgi	n	260.00		300.00
	7/11/2008				replaced oil hose turbo	n	295.00		
	7/30/2009	8/7/2009	8	14456	repair unit injector	Y	0.00	100.00	2400.00
	8/7/2009			15421	engine light on, intermit start up, oil leak	n	250.00		
	9/10/2009	9/11/2009	2		new cooling tank	N	650.00		600.00
	10/2/2009	10/2/2009		16,335	concave mirror loose, and clean oil leaks, replaced oil seal	N	130.00		
	10/14/2009	10/16/2009		16,597	left side head light out, replaced the oil hose turbo	N	130.00		
	10/23/2009	11/14/2009	16	16,951	troubleshoot CGI cooler	Y	0.00	100.00	4800.00
	10/29/2009	11/18/2009	15	17,064	troubleshoot unit injector	Y	0.00	100.00	4500.00
	11/24/2009	11/24/2009		17,463	power steering oil leak	N	130.00		
	1/7/2010	1/7/2010		18359	tighten fan and performed maintenance	N	130.00		
	1/26/2010	1/26/2010		18907	replaced right crossover mirror,all fluids checked,lubed	N	130.00		

Bus #	Date Sent Out	Date Returned	# dates OOS	Mileage	Repair Description	Warr Y/N	Parts & Labor	Additonal Wages	M&A Lost Income
	9/19/2007				oil leak,replaced oil seal	n	130.00		
	1/4/2008	1/4/2008		3619	power steering oil leak, replaced the seal	N	65.00		
	2/8/2008	2/8/2008		4616	replaced oil hose turbo	N	295.00		
	1/14/2009/	1/14/2009		11084	starting problem/batteries replaced	N	210.00		
	4/14/2009	4/21/2009	7	13771	repair CGI cooler	Y		100.00	2100.00
	5/24/2009	5/24/2009		15253	repaired rear heater	N	195.00		
	6/30/2009	7/13/2009	11	16563	troubleshoot crankcase breather/return on same pickup date	Y		100.00	3300.00
	7/14/2009	7/15/2009	2	16567	repair turbocharger/picked up on 7-21-09	Y		100.00	600.00
	8/18/2009				new cooling tank	N	650.00		300.00
	11/23/2009	11/23/2009		19,265	replaced oil hose turbo	N	295.00		300.00
	1/5/2010	1/5/2010		20115	power steering oil leak, replaced the seal	N	65.00		
	1/29/2010	2/19/2010	16	20994	troubleshoot engine light	Y	0.00	100.00	4800.00
	8/14/2008	8/14/2008		300	power steering leak	N	65.00		
	9/25/2008	9/25/2008		1262	cooland leak	N	65.00		
	6/5/2009	6/5/2009		8253	oil leak from the right axle	N	65.00		
	8/11/2009	8/11/2009		9523	front right axle oil leak, oil lea hose turbo	N	325.00		
	9/3/2009	9/3/2009		9741	replaced the left axle seal	N	130.00		
	9/20/2009				replaced the surge tank	N	650.00		300.00
	10/8/2009	10/8/2009		10541	replaced starter/repaired left convex mirror	N	250.00		
	11/4/2009	11/19/2009	13	11332	troubleshoot CGI cooler	Y		100.00	3900.00
	11/11/2009	11/11/2009		11274	replaced 4 emergency window handles	N	175.00		
	1/8/2010	1/8/2010		12524	replaced left fan #TAD000038, performed mianlenance	N	260.00		
	1/12/2010	1/12/2010		12595	replaced power steering oil seal	N	150.00		
	1/25/2010	1/25/2010		12912	replaced sleeping child check module #1e17784	N	195.00		
	1/26/2010	1/28/2010		12968	replaced starter	N	250.00		
	1/14/2009	1/14/2009		4231	replaced solenoid	N	150.00		
	4/9/2009			6427	rt front wheel seal leak, engine oil leak, power steering box	n	250.00		
	5/24/2009	5/24/2009		9274	maintenance/crossover bar replaced	N	65.00		
	7/15/2009				replaced the surge tank	N	650.00		300.00
	12/15/2009	12/15/2009		14029	clean exhaust system in regeneration mode	N	150.00		

Bus #	Date Sent Out	Date Returned	# dates OOS	Mileage	Repair Description	Warr Y/N	Parts & Labor	Additonal Wages	M&A Lost Income
					leak, hydro-max back up pump leak	N	295.00		
					new cooling tank	N	650.00		
	1/14/2009	1/14/2009		3656	replaced battery	N			
	8/14/2009	8/31/2009	13	18156	repair head temperature sensor	Y		100.00	3900.00
	12/4/2009	12/4/2009		24966	maintenance,relight trans oil pan/repair powersteering cap	N	250.00		
	1/11/2010	1/11/2010		27338	clean exaust system regen	N	150.00		
	1/15/2010	1/15/2010		27514	repair dome lights,rear parking light,replace turbo oil lub hose	N	295.00		
	1/19/2010	1/29/2010	10	27921	coolant leaking from cgi coolant	Y		100.00	3000.00
	1/29/2010	2/9/2010	9	28058	remove&install ard head temperature sensor	Y	0.00	100.00	2700.00
	2/1/2010	2/8/2010	8	27939	repair fuel injection pump, wash fuel injection pump	Y	0.00	100.00	2400.00
	2/23/2010	2/23/2010		28160	Inside mirror needs to be fixed	N			

Exhibit "D"

BUS LIST

	Vehicle Year	License Plate	VIN Number	Vehicle Number	
1	2009	S1U234	1BAKFCKH59F259602	093	
2	2009	S1V233	1BAKFCKH19F259600	092	
3	2009	S1V232	1BAKFCKH99F259599	091	
4	2008	S1U196	1BAKFCKH18F252113	085	
5	2008	S1U194	1BAKFCKH18F252107	084	
6	2008	S1U195	1BAKFCKH08F252099	083	
7	2008	S1U205	1BAKFCKH18F252127	082	
8	2008	S1U202	1BAKFCKHX8F252126	081	