

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Atkinson Farmers Insurance
Subrogation



FARMERS

Send all correspondence to:
Email: claimsdocuments@hpcs.com
National Document Center
PO Box 268992
Oklahoma City, OK 73126-8992
Fax: (877) 217-1389
Toll free: (800) HelpPoint

10/21/2013

Chrysler Llc
Attn: Customer Claims Resolution Group
Po Box 21-8004
Auburn Hills, MI 48321-8004

Our Insured: Julie Atkinson
Our Claim #: [REDACTED]
Date of Loss: 08/19/2013
Your Claim #: VIN#1C6RR7NT1DS [REDACTED]
Deductible Amount: \$500.00
Total Amount Owed: \$9,970.51

10-22
RECEIVED

OCT 29

SPECIAL INVESTIGATIONS

Dear Customer Claims Resolution Group,

Our initial investigation has established that the above loss may have been caused by the malfunction of your product.

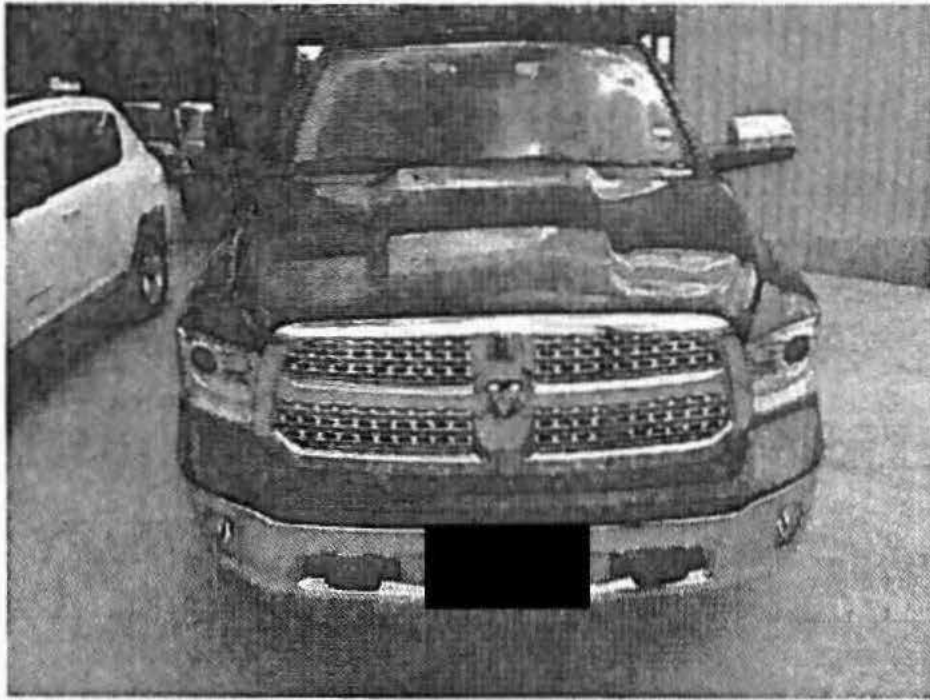
We are in the process of making payment to our insured for their damages. By virtue of our subrogation rights we shall seek reimbursement from you for the amount of the damages.

Please be aware that no payment that is less than the full amount claimed herein will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without an express written release of our claim executed by an individual who identifies himself/herself as a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or stopped due to partial payment by you or someone acting on your behalf.

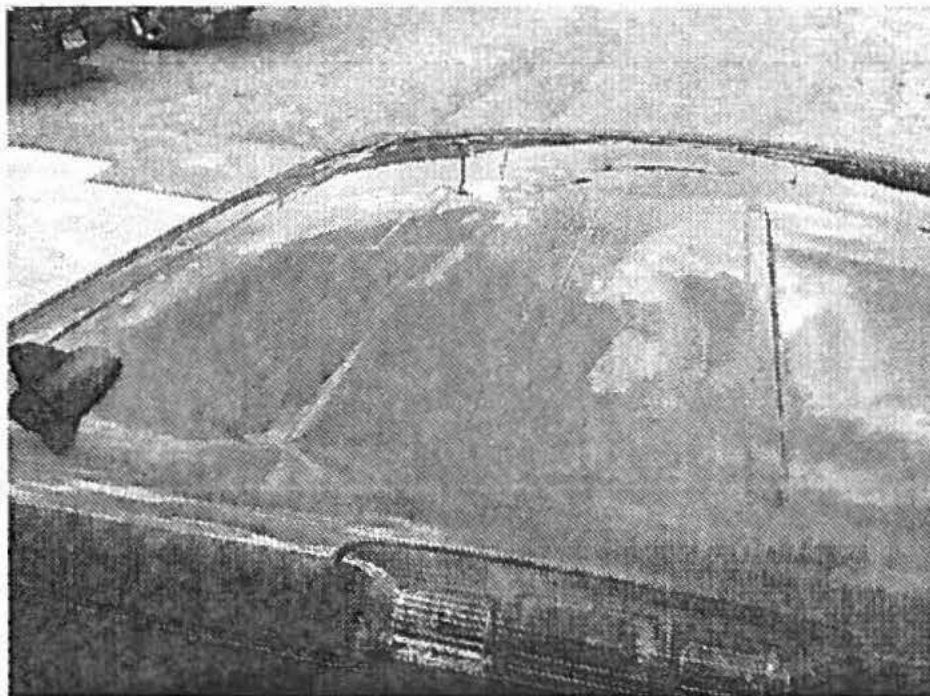
We can discuss this matter with your representative. Please supply the name, phone number and file number of your representative contact.

Sincerely,

Jon Crenshaw
Litigation Claims Representative
Farmers Texas County Mutual Insurance Company
630-907-6943



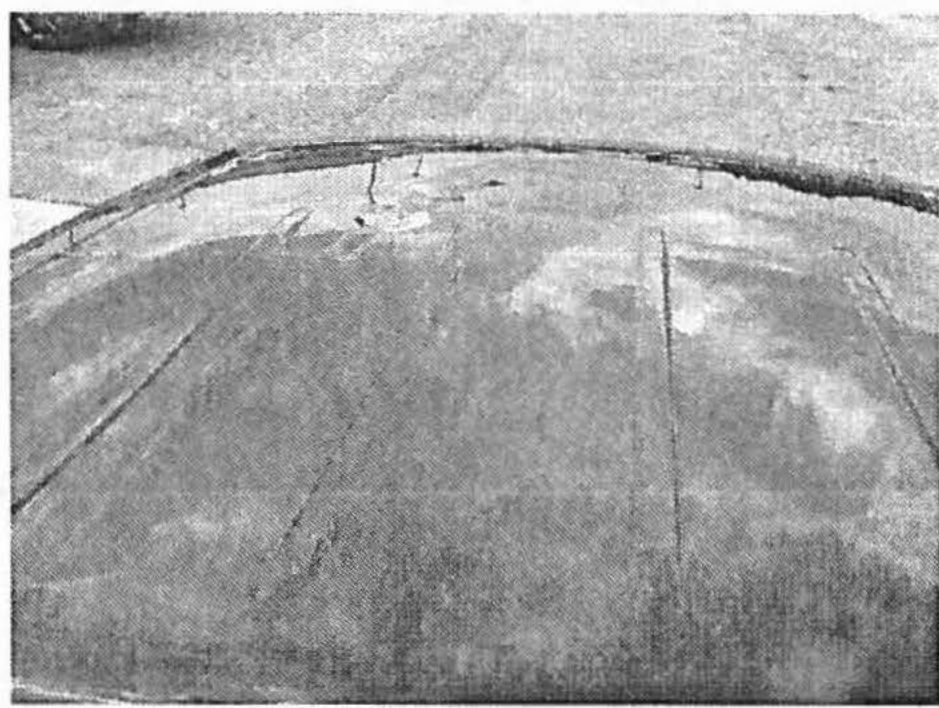
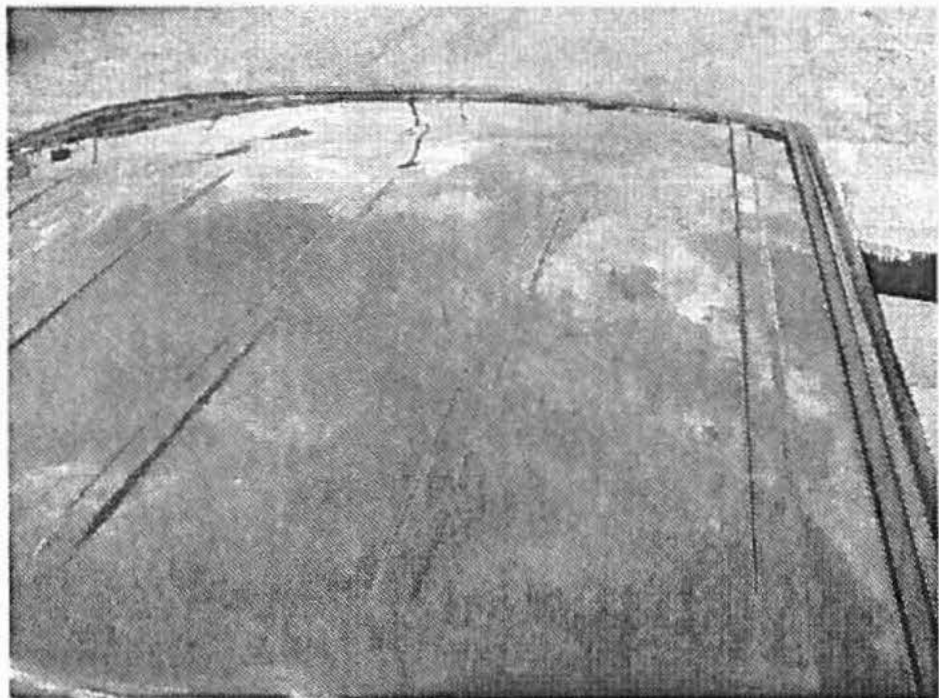


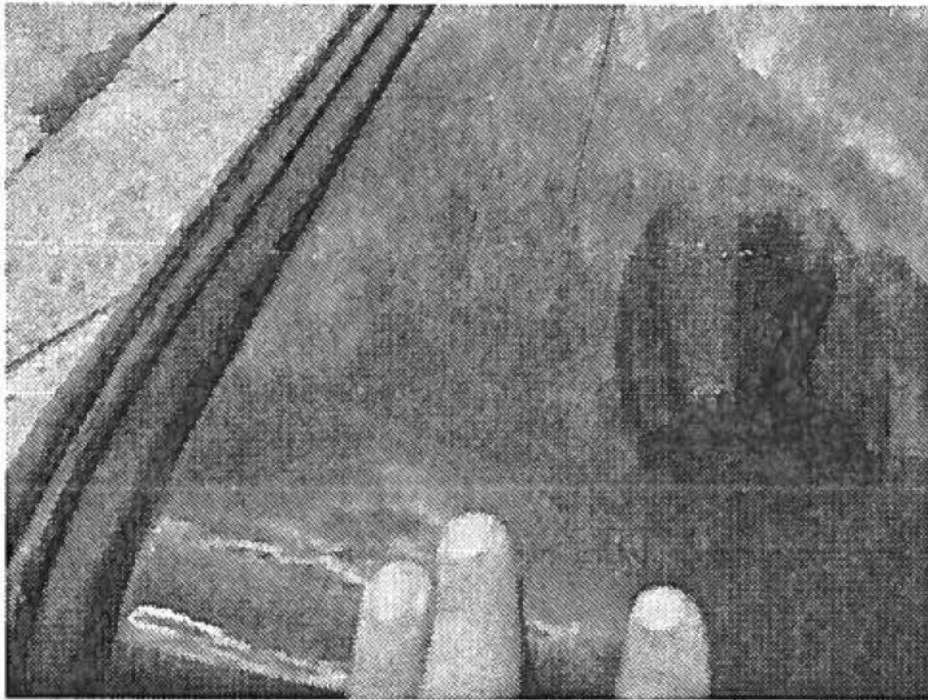
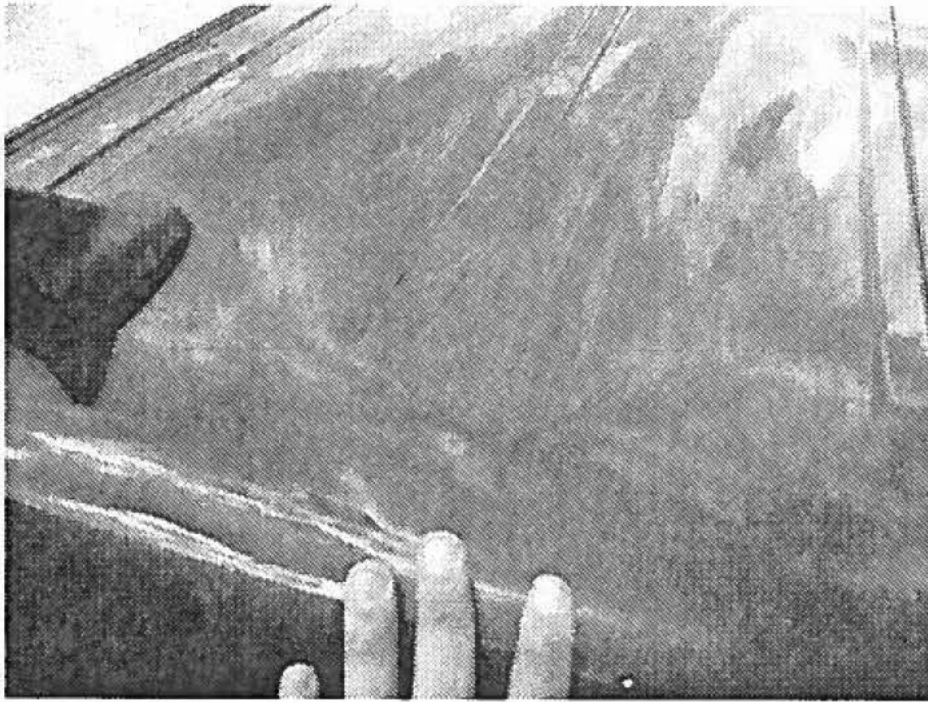


Roof is badly dented and buckled- In multiple locations



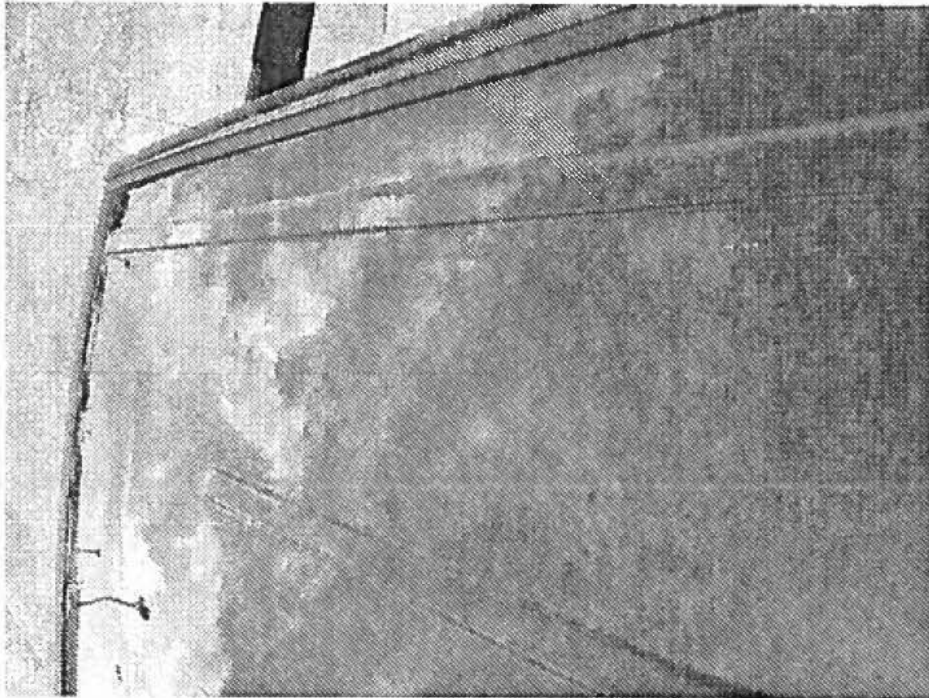
PHOTOGRAPHED BY: JAMES M. HARRIS, JR. DATE: 10/11/00





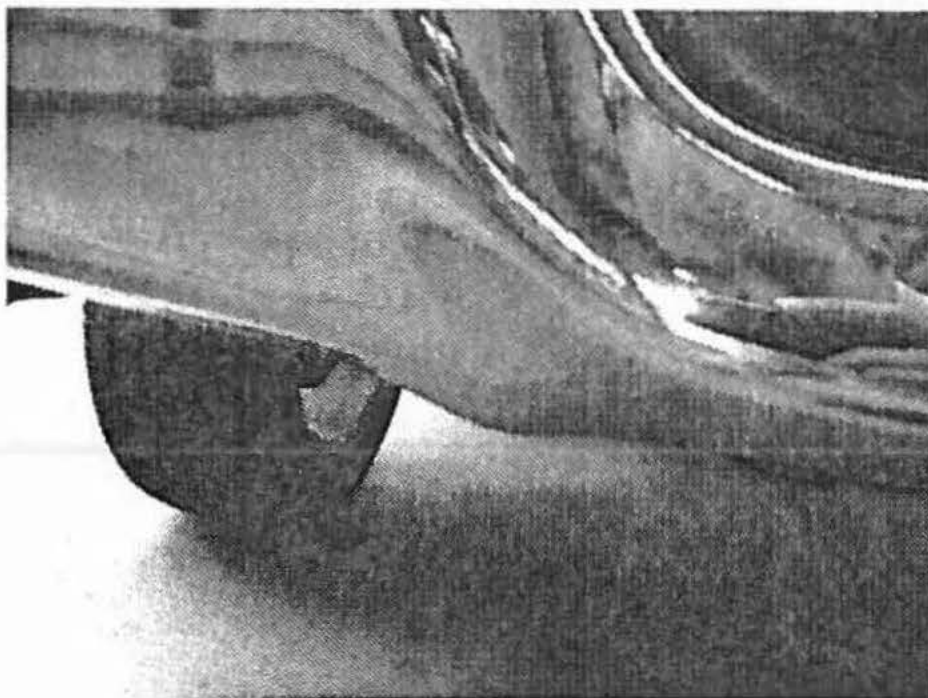


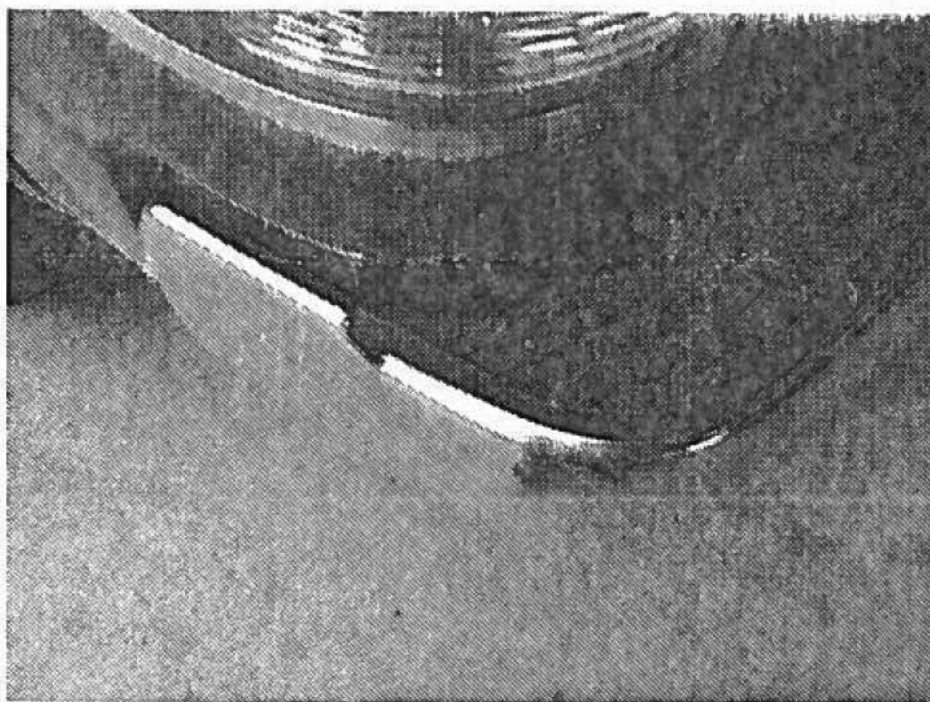
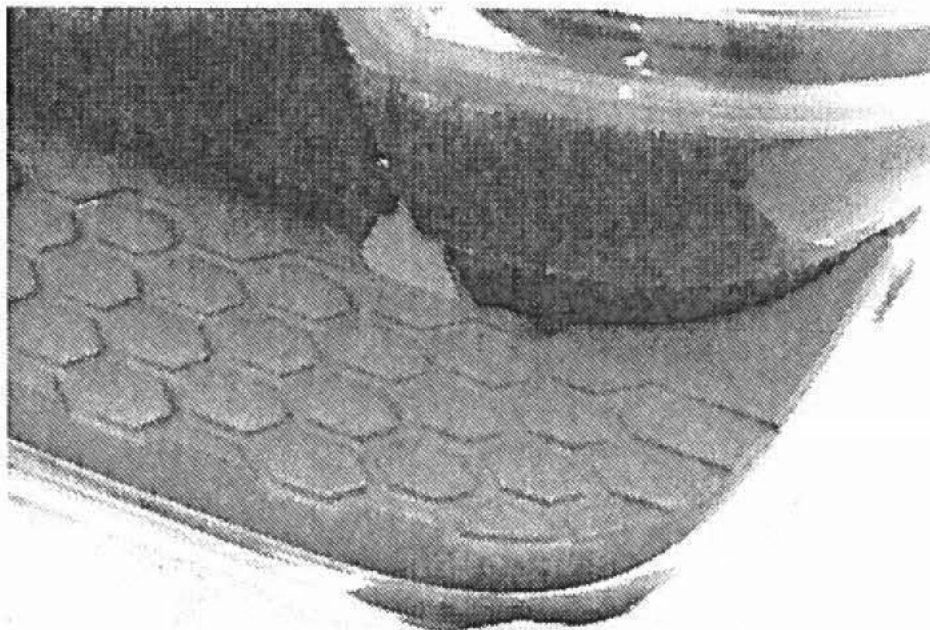
THE UNIVERSITY OF CHICAGO PRESS

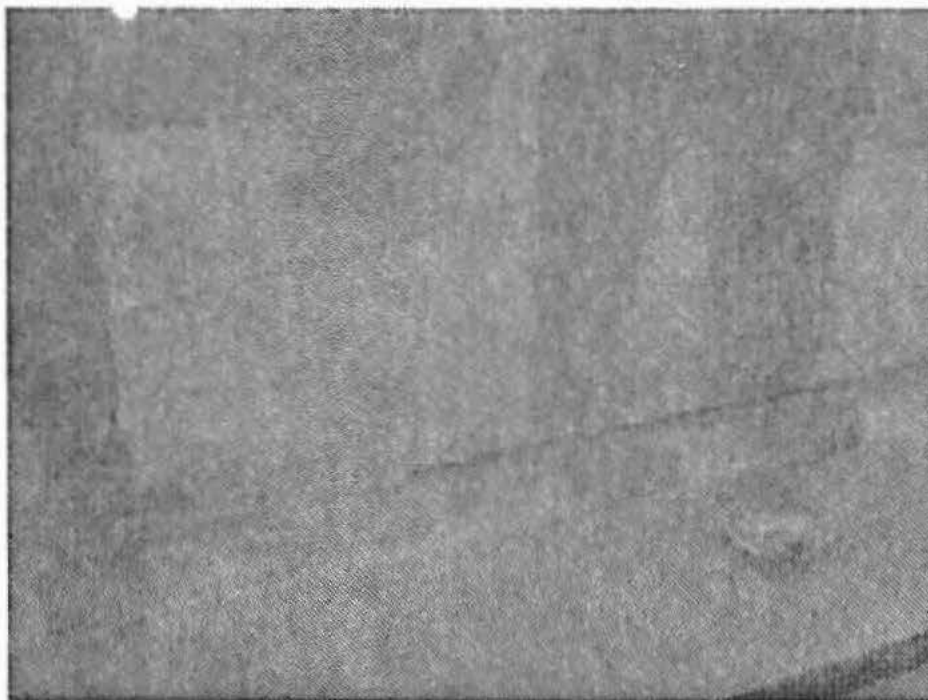




Rear bumper- Chrom is buckled

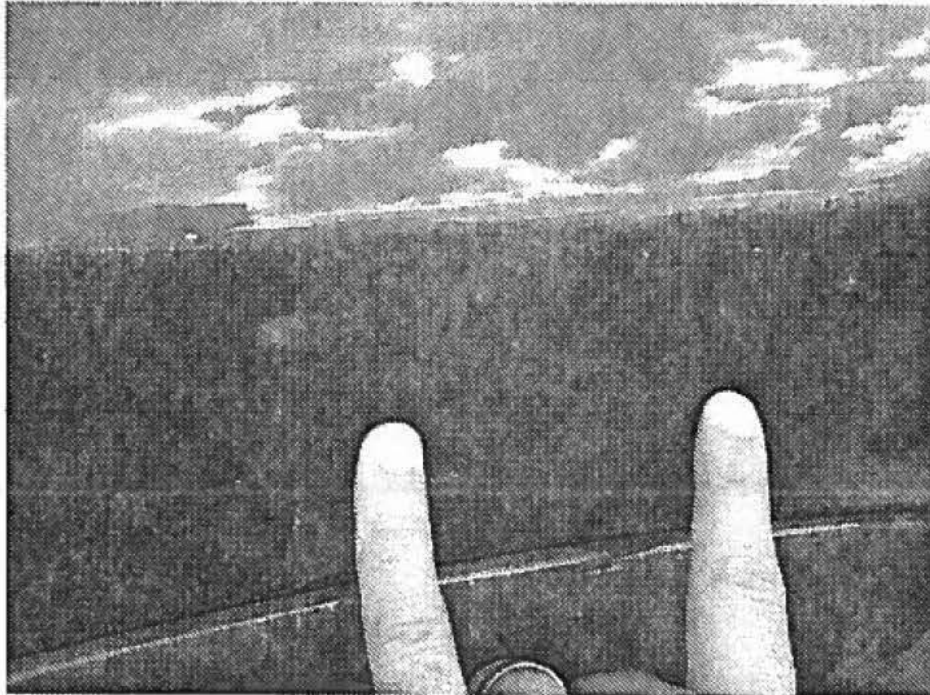
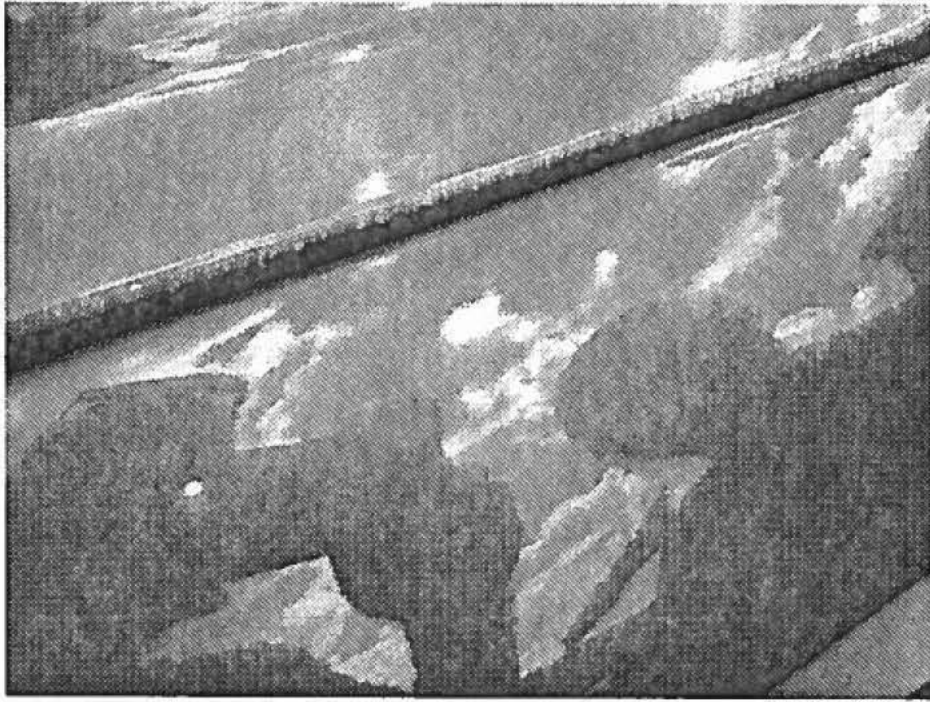




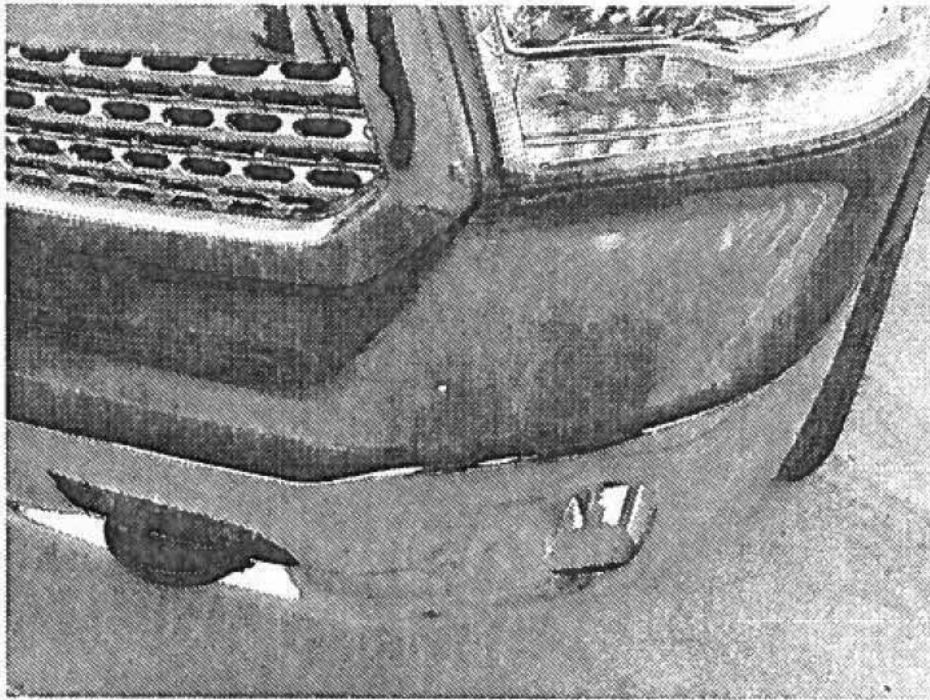


Small scratches and chips cover truck. Several bill buff out - Buff First





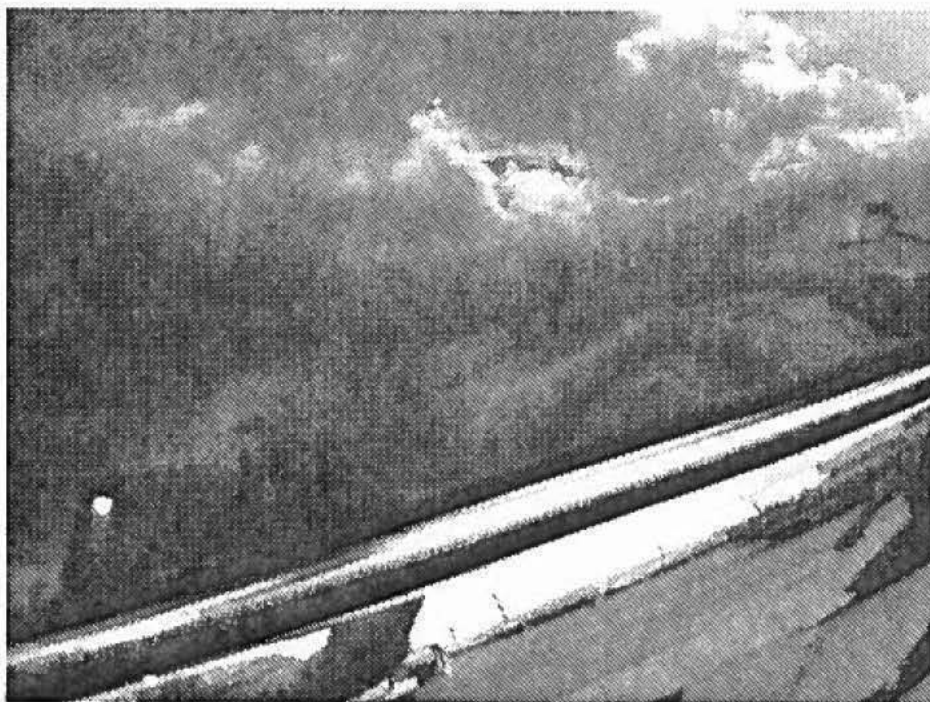




Front bumper damaged.

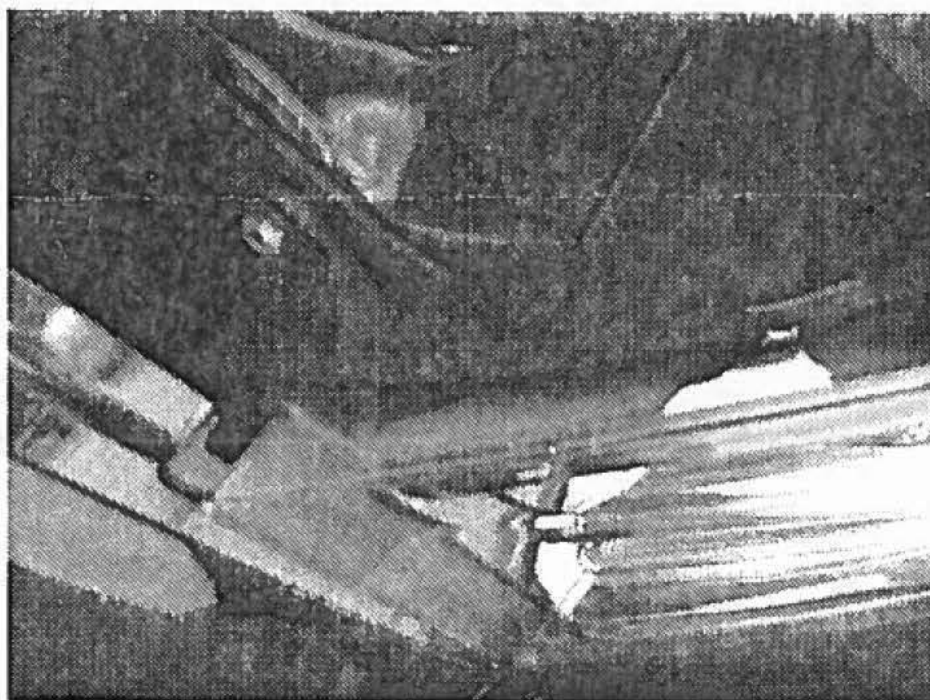


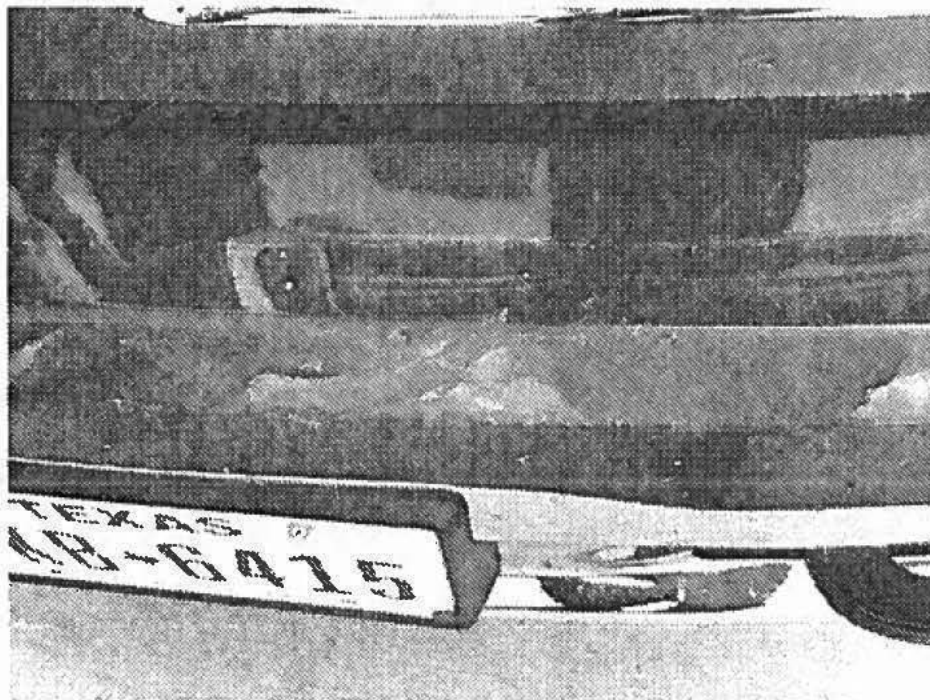
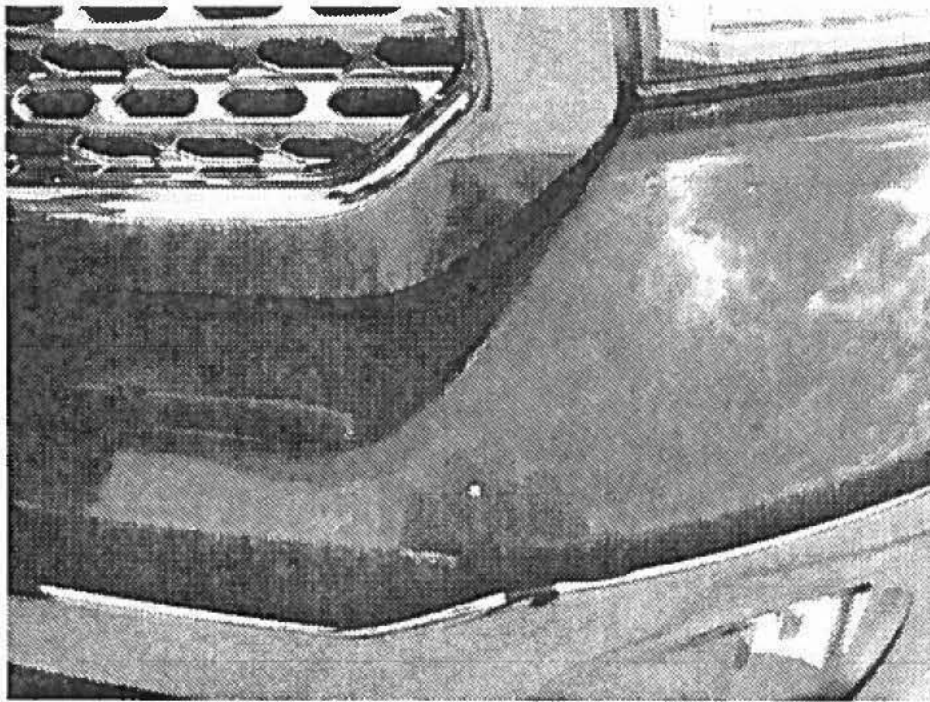
Hood has several dents in it

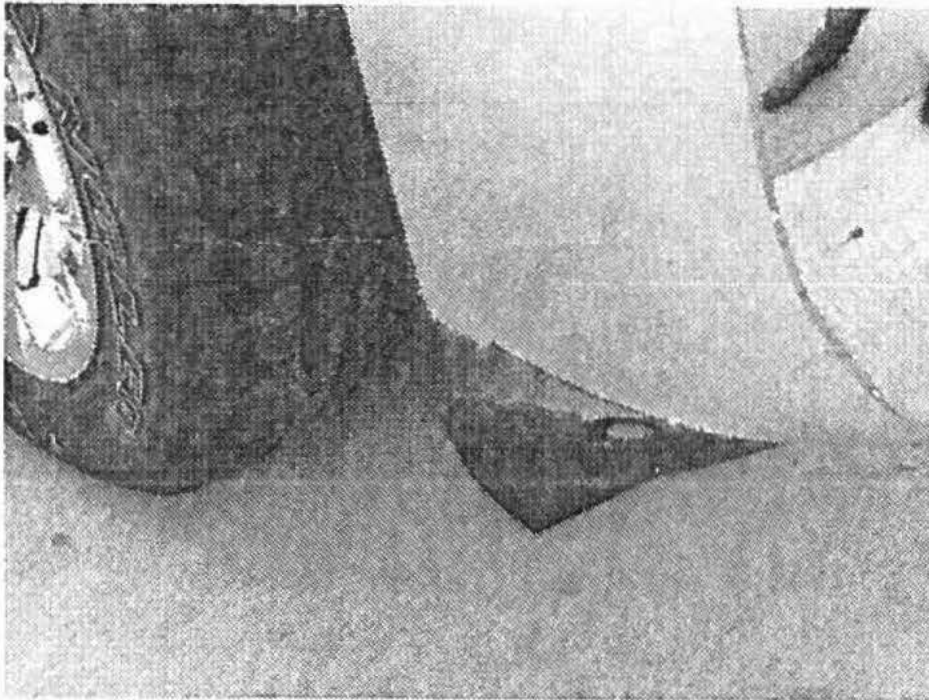
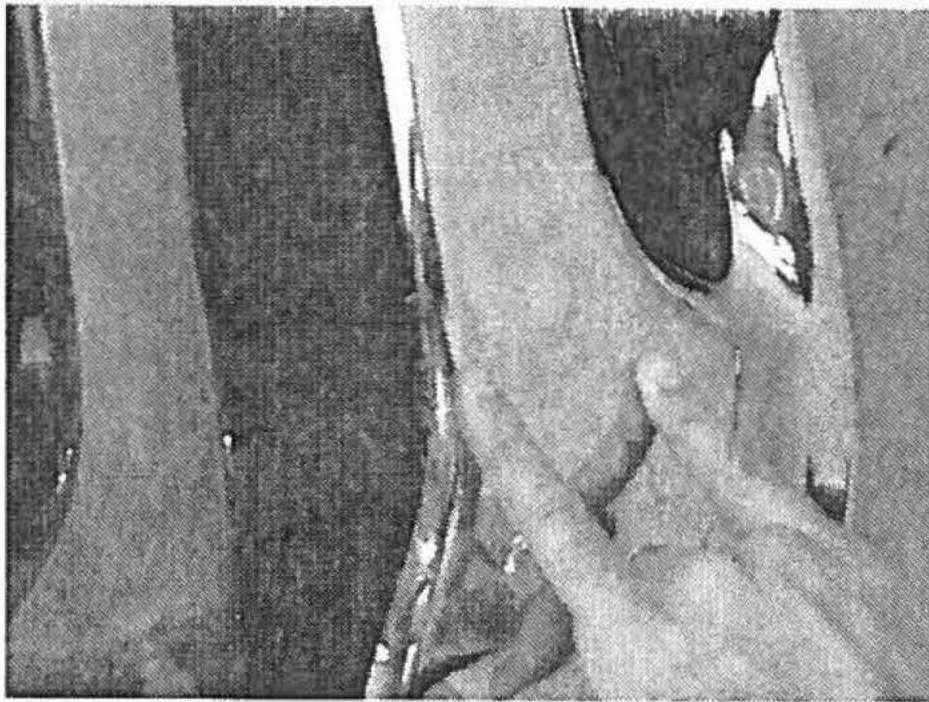




Grille Chipped





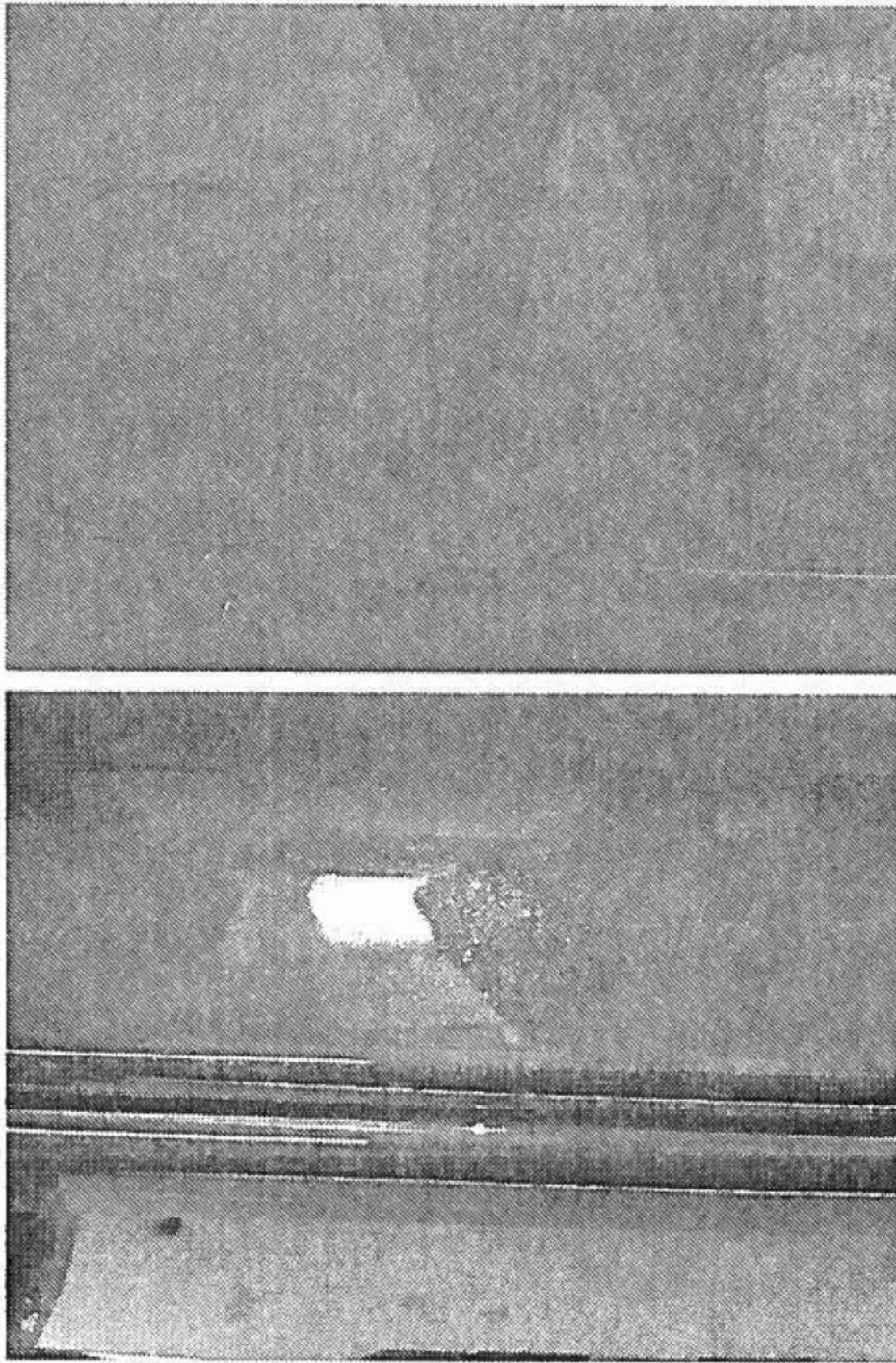


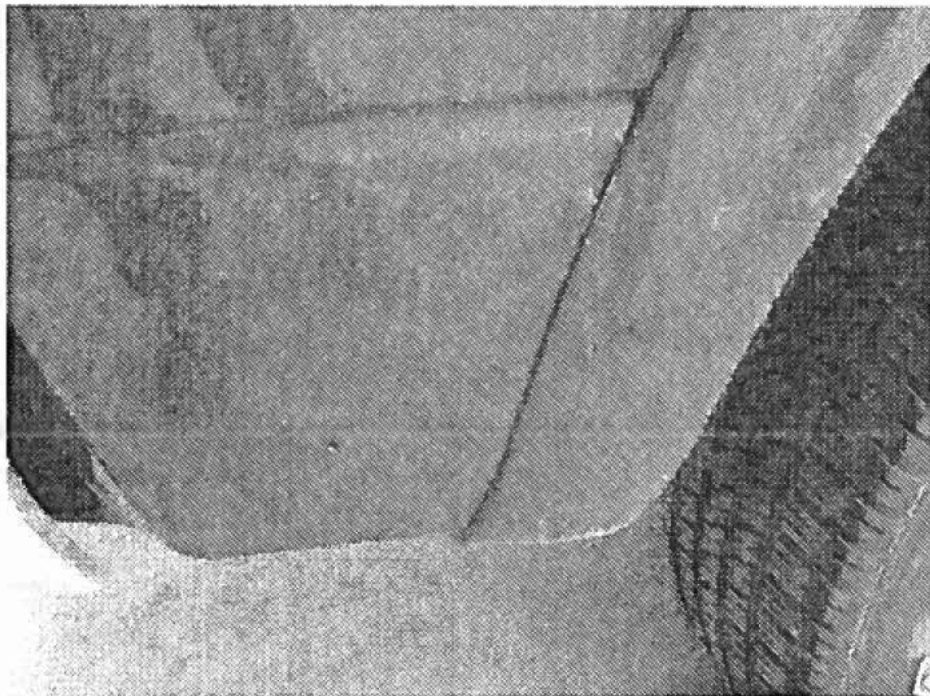
Air Deflector torn off





RT mirror damaged







Rental Company: Enterprise Rent-A-Car
Invoice: 5102 D404215

Bill To: FAR5129

FARMERS GRP
ATTN:JEFFERY -CRN DOTSON-COD
P.O. BOX 268994
OKLAHOMA CITY, OK 731268994

RENTER INFORMATION:

Renter: [REDACTED]
Address: [REDACTED]
TROUP, TX
Home Phone: [REDACTED]
Office Phone: [REDACTED]

RENTAL INFORMATION:

Rental Branch Location:

ENTERPRISE RENT-A-CAR(5102)
3221-A SSW LOOP 323
TYLER, TX 757019204

ADDITIONAL CLAIM INFORMATION:

Claim Number: [REDACTED]
Claim Type: Insured
Vehicle Condition: Non-Driveable
Date Of Loss: 08/19/2013
Insured Name:
Owner's Vehicle: 2012 DODGE
Vendor ID: [REDACTED]
Initial Auth Amount: 105
Initial Daily Dollar Amount: 35
Initial Rate Descriptor: RENTAL REIMBURSEMENT
CRN Initiated: Yes
Company Brand: FI
Line of Business: APD
Unit ID: [REDACTED]
TL Offer Date:
Date Estimate Uploaded: 09182013
BCO: MK

Repair Facility:

HALL BUICK PONTIAC BODYSHOP
TYLER, TX 75712
(903) 266-7851

RENTAL DETAIL:

Rental Period: 09/17/2013 to 10/04/2013 (18 days)

Billed Period: 09/17/2013 to 10/04/2013 (18 days)

Description	Rate	Amount
18 DAYS @	\$30.11	\$541.98
18 TX REIM	\$1.70	\$30.60
1 TX MVT	\$10.00	\$57.26

Total Charges:	\$629.84
Less Amount Received:	\$0.00
Total Amount Due:	\$629.84

VEHICLES RENTED:

Effective Date	Time	Year	Make	Model	VIN	Mileage
09/17/2013	2:30 PM	2013	RAM	B15Q	1C6RR6GT1DS [REDACTED]	1947

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:

ENTERPRISE RENT-A-CAR

P.O. BOX 840086

KANSAS CITY, MO 641840086

Federal ID: 43-0724835

Total Charges:

\$629.84

Less Amount Received:

\$0.00

Total Amount Due.....

\$629.84

Please Include on your Check:

Invoice:5102 D404215

NOTEBOOK:

Date	Time	Notes
10/7/13	8:53 AM	Invoice approved for payment by [REDACTED]
10/5/13	5:16 AM	INVOICE RECEIVED. AMOUNT DUE \$629.84
10/4/13	5:07 PM	Ticket 404215 closed on 10/4/13 at 5:04 PM.
10/4/13	9:05 AM	Rental On-track for 10/4/13 confirmed by [REDACTED] Authorization changed by IVY, BRITT at 9:05 AM. Note to self by [REDACTED] Per shop update ECD is today. Customer is aware.
10/4/13	8:43 AM	Updated By: HALL BUICK PONTIAC BODYSHOP From ARMS@ Automotive. Detail Work in Progress Estimated Completion Date is 10/4/13. SHOULD BE READY TODAY
10/3/13	1:26 PM	Authorization changed by [REDACTED] at 1:26 PM. Rental extended by [REDACTED] at 1:26 PM for 1 day(s). Current authorized date is 10/4/13. Extended 1 days up to \$35.00/day. Repairs within Target Adjustment Days (+1) Day Adjustment : Time to Inspect (non drive) Note to self by [REDACTED] PEr shop update ECD is tomorrow. I will add one more non drive time to inspect day to take rental to shop ECD. This will be the 2nd time to inspect day.
10/3/13	10:00 AM	Updated By: HALL BUICK PONTIAC BODYSHOP From ARMS@ Automotive. Reassembly Estimated Completion Date is 10/4/13. Authorization requested thru 10/4/13 for 1 day(s). SHOULD BE READY FRI
10/3/13	9:02 AM	Message sent by [REDACTED] at 9:02 AM. Note to repair facility - Is vehicle on track for completion date of 10/3? If not please supply new completion date and detailed delay reason. Thanks.
10/2/13	1:34 PM	Rental On-track for 10/3/13 confirmed by [REDACTED]
10/2/13	8:47 AM	Updated By: HALL BUICK PONTIAC BODYSHOP From ARMS@ Automotive. Reassembly Estimated Completion Date is 10/3/13. should be ready thursday
9/30/13	10:56 AM	Authorization changed by [REDACTED] at 10:56 AM. Rental extended by [REDACTED] at 10:56 AM for 1 day(s). Current authorized date is 10/3/13. Extended 1 days up to \$35.00/day. Repairs within Target Adjustment Days (+1) Day Adjustment : Time to Inspect (non drive) Note to self by [REDACTED] Per shop update ECD is 10/3. We haven't used any non drive time to inspect days. I will add one day to take rental to shop ECD.
9/27/13	9:15 AM	Updated By: HALL BUICK PONTIAC BODYSHOP From ARMS@ Automotive. Paint Work in Progress Estimated Completion Date is 10/3/13. Authorization requested thru 10/3/13 for 1 day(s). in process
9/19/13	10:14 AM	Authorization changed by [REDACTED] at 10:14 AM. Rental ext [REDACTED] at 10:14 AM for 13 day(s).

		Current authorized date is 10/2/13. Extended 13 days up to \$35.00/day. Repairs within Target Labor Hours changed from 0.0 to 45.3 Date Estimate Uploaded changed to 09182013 Updated By: HALL BUICK PONTIAC BODYSHOP From ARMS® Automotive. Body Work in Progress Estimated Completion Date is 10/3/13. Authorization requested thru 10/3/13 for 14 day(s). IN PROCESS
9/19/13	8:58 AM	
9/18/13	11:06 AM	Message sent by [REDACTED] at 11:06 AM. Note to repair facility - Please lock estimate when available Authorization changed by [REDACTED] at 11:06 AM. Note to self by [REDACTED] Vehicle is non driveable per shop in CCC. They are having vehicle towed to shop. Vehicle Condition changed from Driveable to Non-Driveable by [REDACTED] at 11:06 AM. Message sent by [REDACTED] at 11:06 AM. Repair Facility changed from ALLEN SAMUELS (E TEXAS) DODGE to HALL BUICK PONTIAC BODYSHOP.
9/17/13	5:50 PM	Ticket 404215 opened on 9/17/13 at 2:00 PM.
9/17/13	2:45 PM	Authorization changed by [REDACTED] at 2:45 PM. File Owner changed from BOWMAN/CODCOE, BROOKE to DOTSON-COD, JEFFERY -CRN Secondary Owner is IVY, BRITT Managed By changed from BOWMAN/CODCOE, BROOKE to IVY, BRITT Rental transferred by [REDACTED] at 2:45 PM. Message sent by [REDACTED] at 2:45 PM. BRANCHCust. Vehicle is listed as Driveable-Please advise if customer thinks it is non-driveable. 479-587-1329
9/17/13	2:11 PM	Authorization confirmed by Enterprise at 2:11 PM. Reservation number 978817. Authorization sent at 2:11 PM for 3 days up to \$35.00/day. Authorization sent with \$35.00/day / \$1,050.00/max. Authorized by BOWMAN/CODCOE, BROOKE. File is Managed By BOWMAN/CODCOE, BROOKE Direct Bill Authorization set at 100 % Policy Max Limit: \$ 1050. 523C 101 RENTAL REIMBURSEMENT COVERAGE Authorization Type: Rental Reimbursement

* All times are in CST

Hall Collision Center
3010 S SOUTHWEST LOOP 323, P.O. BOX 4905,
TYLER, TX 75701
Phone: (903) 266-7851
FAX: (903) 266-7866

Workfile ID: 8365ca0d
Federal ID: 200595026

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: [REDACTED]

Written By: Mark Smith, 10/8/2013 3:36:22 PM
Adjuster: DOTSON, JEFF

Insured: [REDACTED]
Type of Loss: COLL1-Collision
Point of Impact: 12 Front

Policy #: [REDACTED]
Date of Loss: 8/19/2013 5:30:00 PM

Claim #: [REDACTED]
Days to Repair: 12

Owner: [REDACTED]
[REDACTED]
TROUP, TX [REDACTED]
[REDACTED] Evening
[REDACTED] Cell

Inspection Location:
ALLEN SAMUELS DODGE
3120 S SOUTHWEST LOOP 323
TYLER, TX 75701
Other
(903) 561-2404 Day

Insurance Company:
FARMERS TEXAS COUNTY MUTUAL INS. CO.
LONGVIEW
LONGVIEW

VEHICLE

Year: 2013	Body Style: 4D SHORT	VIN: 1C6RR7NT1DS [REDACTED]	Mileage In: 1792
Make: DODG	Engine: 8-5.7L-FI	License: [REDACTED]	Mileage Out:
Model: RAM 1500 4X4 CREW LARAMIE	Production Date:	State: TX	Vehicle Out: 10/3/2013
Color: Red Int:	Condition:	Job #: [REDACTED]	

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package
Power Adjustable Pedals

DECOR

Dual Mirrors

Tinted Glass

Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls

Climate Control
Backup Camera
Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Leather Seats
Heated Seats
Ventilated Seats
Retractable Seats

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors

TRUCK

Power Rear Window
Trailer Hitch
Trailer Package

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				2.6	
3	<>	Repl Upper cover primed	68197697AA	1	166.00	Incl.	1.6
4		Repl Bumper chrome w/o air suspension	68160853AB	1	705.00	Incl.	
5		Add for fog lamps				0.4	
6		Repl Lower deflector w/chrome bumper w/o air suspension	68164793AA	1	61.95	Incl.	
7	S01	R&I License bracket				0.2	
8		GRILLE					
9		Repl Grille chrome	68093930AC	1	435.00	Incl.	
10		FRONT LAMPS					
11		Repl LT Headlamp assy w/multi-beam chrome	68093217AC	1	599.00	0.6	
12		Aim headlamps				0.5	
13		R&I RT R&I headlamp assy				0.4	
14		HOOD					
15	*	Rpr Hood w/o power bulg				3.0	3.2
16		Overlap Major Non-Adj. Panel					-0.2
17		FENDER					
18	*	Rpr LT Fender (STL)				1.0	2.6
19		Overlap Major Adj. Panel					-0.4
20		R&I LT Wheel flare paintable				0.5	
21		Refn LT Wheel flare paintable					1.0
22		Overlap Major Non-Adj. Panel					-0.2
23		Refn RT Wheel flare paintable					1.0
24		Overlap Major Non-Adj. Panel					-0.2
25		Repl Nameplate "HEMI 5.7 LITER"	68149700AA	1	13.25	0.2	
26		FRONT DOOR					
27		Repl RT Mirror assy trailer tow package chrome code:GPC	68142672AD	1	574.00	0.3	
28		Repl LT Mirror assy trailer tow package chrome code:GPC	68142673AD	1	607.00	0.3	
29		R&I RT R&I trim panel				0.5	
30		R&I LT R&I trim panel				0.5	
31		Repl RT Applique quad, crew cab	55372278AD	1	39.35	0.2	
32		Repl RT Belt w'strip quad, crew cab	55112376AF	1	53.50	0.3	
33	S01	Repl LT Nameplate "RAM 1500"	68149702AA	1	66.25	0.2	
34	S01	Blnd LT Outer panel quad, crew cab					1.4
		NOTE: LT fender repair to close to fender for blend within panel.					
35	S01	R&I LT Belt w'strip quad, crew cab				0.3	
36	S01	R&I LT Applique quad, crew cab				0.2	
37	*	S01 R&I LT Run w'strip quad, crew cab				0.3	

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

38		S01	R&I	RT Regulator module regular cab w/power windows				0.6	
39		S01	R&I	LT Handle, outside w/body color, w/o chrome, w/keyless black				0.3	
40	REAR DOOR								
41			Repl	RT Applique	55372276AD	1	39.20	0.2	
42			Repl	RT Belt w/strip	55112378AF	1	46.00	0.3	
43		S01	Repl	RT Belt w/strip	55372138AF	1	51.60	0.3	
				NOTE: Scratched					
44	CAB								
45			Repl	Roof panel w/o sunroof (STL)	55372208AA	1	387.00	16.5	3.6
46				Overlap Major Non-Adj. Panel					-0.2
47				Add for o/head cnsl				0.5	
48				Clear Coat					2.5
49			Repl	RT Roof molding	55372460AB	1	49.35	Incl.	
50			Repl	LT Roof molding	55372461AB	1	49.35	Incl.	
51	#	S01	Repl	Running board end cap		1	49.95	0.5	
				NOTE: Unable to get exact match for running boards. Warehouse sold shop end cap off of damaged pair.					
52	BACK GLASS								
53		S01	Repl	Back glass Dodge w/power	68157026AD	1	770.00	Incl.	
				NOTE: NAGS not available. Broke during removal.					
54	REAR LAMPS								
55			R&I	High mount lamp				0.3	
56	ELECTRICAL								
57			R&I	Satellite ant w/connected vehicle				0.8	
58	#		Refn	Base Coat Reduction - Full Clear Coat					-0.2
59	WINDSHIELD								
60	**	S01	Subl	A/M Windshield w/rain sensor plus kit		1	400.44	T	
				NOTE: Broke during removal.					
61	*	S01	Subl	Windshield w/rain sensor Labor		1		X	
62			R&I	RT Washer nozzle				0.2	
63			R&I	LT Washer nozzle				0.2	
64	#		Subl	4 Wheel Alignment		1	69.95	X	
				NOTE: Vehicle went off road and hit tree.					
65	#			Corrosion Protection - ****		1	10.00	X	
66	#			Panel Bonding Kit		1	46.00		
				NOTE: Required for roof panel replacement.					
67	#			Seam Sealer / Caulk		1	16.00		
				NOTE: Sausage bag for roof panel.					
68	#			D&R Battery		1		0.2	
69	#			Mask for Overspray - Interior Compartment		1	10.00	X	
70	#			Cover Car		1	10.00	X	
71	#			Hazardous Waste		1	5.00	X	

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

72	REAR BUMPER							
73	501	Repl	Bumper assy chrome w/dual exhaust	55112601AD	1	594.00	1.0	
SUBTOTALS						5,924.14	34.4	15.5

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				5,819.19
Body Labor	34.4 hrs	@	\$ 48.00 /hr	1,651.20
Paint Labor	15.5 hrs	@	\$ 48.00 /hr	744.00
Paint Supplies				500.00
Miscellaneous				104.95
Subtotal				8,819.34
Sales Tax	\$ 6,319.19	@	8.2500 %	521.33
Grand Total				9,340.67
Deductible				500.00
CUSTOMER PAY				500.00
INSURANCE PAY				8,840.67

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

SUPPLEMENT SUMMARY

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Deleted Items								
42		Repl	Running board MOPAR, accessory kit chrome	82211701AD	1	-656.00	-0.7	
56	#		Urethane Kit		2	-40.00		
			NOTE: Windsheild & back glass R&I.					
Added Items								
7		S01	R&I License bracket				0.2	
33		S01	Repl LT Nameplate "RAM 1500"	68149702AA	1	66.25	0.2	
34		S01	Blind LT Outer panel quad, crew cab					1.4
			NOTE: LT fender repair to close to fender for blend within panel.					
35		S01	R&I LT Belt w'strip quad, crew cab				0.3	
36		S01	R&I LT Applique quad, crew cab				0.2	
37	*	S01	R&I LT Run w'strip quad, crew cab				0.3	
38		S01	R&I RT Regulator module regular cab w/power windows				0.6	
39		S01	R&I LT Handle, outside w/body color, w/o chrome, w/keyless black				0.3	
43		S01	Repl RT Belt w'strip	55372138AF	1	51.60	0.3	
			NOTE: Scratched					
51	#	S01	Repl Running board end cap		1	49.95	0.5	
			NOTE: Unable to get exact match for running boards. Warehouse sold shop end cap off of damaged pair.					
52	BACK GLASS							
53		S01	Repl Back glass Dodge w/power	68157026AD	1	770.00	Incl.	
			NOTE: NAGS not available. Broke during removal.					
60	**	S01	Subl A/M Windshield w/rain sensor plus kit		1	400.44	T	
			NOTE: Broke during removal.					
61	*	S01	Subl Windshield w/rain sensor Labor		1		X	
72	REAR BUMPER							
73		S01	Repl Bumper assy chrome w/dual exhaust	55112601AD	1	594.00	1.0	
SUBTOTALS						1,236.24	3.2	1.4

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			1,236.24
Body Labor	3.2 hrs @	\$ 48.00 /hr	153.60
Paint Labor	1.4 hrs @	\$ 48.00 /hr	67.20
Paint Supplies	1.4 hrs @	\$ 34.00 /hr	47.60
Additional Supplement Materials/Supplies			-27.00
Subtotal			1,477.64
Sales Tax	\$ 1,256.84 @	8.2500 %	103.69
Total Supplement Amount			1,581.33
NET COST OF SUPPLEMENT			1,581.33

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	7,759.34	Mark Smith
Supplement 501	1,581.33	Mark Smith
Job Total:	\$ 9,340.67	
CUSTOMER PAY:	\$ 500.00	
INSURANCE PAY:	\$ 8,840.67	

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Signed _____

Date _____

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Customer: [REDACTED]

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SHOULD A SUPPLIER OF A PART SPECIFIED IN OUR REPAIR ESTIMATE, OR THE REPAIR FACILITY THAT PERFORMS THE REPAIR ON YOUR VEHICLE, BE UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY REPLACEMENT PART USED IN THE REPAIR, WE WILL MAKE EVERY EFFORT TO SEE THAT THE PROBLEM IS CORRECTED.

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Estimate calculated using a preset user threshold amount for the paint and material cost.

Glass replacement is available by calling Safelite at 1-800-800-2727.

Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

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Supplement of Record 1 with Summary

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

ALTERNATE PARTS USAGE

Year: 2013 Body Style: 4D SHORT VIN: 1C6RR7NT1DS [REDACTED] Mileage In: 1792
Make: DODG Engine: 8-5.7L-FI License: CKB-6415 Mileage Out:
Model: RAM 1500 4X4 CREW Production Date: State: TX Vehicle Out: 10/3/2013
LARAMIE
Color: Red Int: Condition: Job #: 301696

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	2	1
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

Hall Collision Center
3010 S SOUTHWEST LOOP 323, P.O. BOX 4905,
TYLER, TX 75701
Phone: (903) 266-7851
FAX: (903) 266-7866

Workfile ID: 8365ca0d
Federal ID: 200595026

Estimate of Record

Customer: [REDACTED]

Job Number: [REDACTED]

Written By: Mark Smith, 9/18/2013 2:35:17 PM
Adjuster: DOTSON, JEFF

Insured: [REDACTED]
Type of Loss: COLL1-Collision
Point of Impact: 12 Front

Policy #: [REDACTED]
Date of Loss: 8/19/2013 5:30:00 PM

Claim #: [REDACTED]
Days to Repair: 12

Owner:

[REDACTED]
TROUP, TX [REDACTED]
[REDACTED]

Inspection Location:
ALLEN SAMUELS DODGE
3120 S SOUTHWEST LOOP 323
TYLER, TX 75701
Other
(903) 561-2404 Day

Insurance Company:
FARMERS TEXAS COUNTY MUTUAL INS. CO.
LONGVIEW
LONGVIEW

VEHICLE

Year: 2013	Body Style: 4D SHORT	VIN: 1C6RR7NT1DS [REDACTED]	Mileage In: 1792
Make: DODG	Engine: 8-5.7L-FI	License: CKB-6415	Mileage Out:
Model: RAM 1500 4X4 CREW LARAMIE	Production Date:	State: TX	Vehicle Out: 10/3/2013
Color: Red Int:	Condition:	Job #: 301696	

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package
Power Adjustable Pedals

DECOR

Dual Mirrors

Tinted Glass

Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls

Climate Control
Backup Camera

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Leather Seats
Heated Seats
Ventilated Seats
Retractable Seats

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Signal Integrated Mirrors

TRUCK

Power Rear Window
Trailer Hitch
Trailer Package

Estimate of Record

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				2.6	
3	<>	Repl Upper cover primed	[REDACTED]	1	166.00	Incl.	1.6
4		Repl Bumper chrome w/o air suspension	[REDACTED]	1	705.00	Incl.	
5		Add for fog lamps				0.4	
6		Repl Lower deflector w/chrome bumper w/o air suspension	[REDACTED]	1	61.95	Incl.	
7		GRILLE					
8		Repl Grille chrome	[REDACTED]	1	435.00	Incl.	
9		FRONT LAMPS					
10		Repl LT Headlamp assy w/multi-beam chrome	[REDACTED]	1	599.00	0.6	
11		Aim headlamps				0.5	
12		R&I RT R&I headlamp assy				0.4	
13		HOOD					
14	*	Rpr Hood w/o power bulg				3.0	3.2
15		Overlap Major Non-Adj. Panel					-0.2
16		FENDER					
17	*	Rpr LT Fender (STL)				1.0	2.6
18		Overlap Major Adj. Panel					-0.4
19		R&I LT Wheel flare paintable				0.5	
20		Refn LT Wheel flare paintable					1.0
21		Overlap Major Non-Adj. Panel					-0.2
22		Refn RT Wheel flare paintable					1.0
23		Overlap Major Non-Adj. Panel					-0.2
24		Repl Nameplate "HEMI 5.7 LITER"	[REDACTED]	1	13.25	0.2	
25		FRONT DOOR					
26		Repl RT Mirror assy trailer tow package chrome code:GPC	[REDACTED]	1	574.00	0.3	
27		Repl LT Mirror assy trailer tow package chrome code:GPC	[REDACTED]	1	607.00	0.3	
28		R&I RT R&I trim panel				0.5	
29		R&I LT R&I trim panel				0.5	
30		Repl RT Applique quad, crew cab		1	39.35	0.2	
31		Repl RT Belt w/strip quad, crew cab		1	53.50	0.3	
32		REAR DOOR					
33		Repl RT Applique	[REDACTED]	1	39.20	0.2	
34		Repl RT Belt w/strip	[REDACTED]	1	46.00	0.3	
35		CAB					
36		Repl Roof panel w/o sunroof (STL)	[REDACTED]	1	387.00	16.5	3.6
37		Overlap Major Non-Adj. Panel					-0.2
38		Add for o/head cnsl				0.5	

Estimate of Record

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

39		Clear Coat					2.5
40	Repl	RT Roof molding	55372460AB	1	49.35	Incl.	
41	Repl	LT Roof molding	55372461AB	1	49.35	Incl.	
42	Repl	Running board MOPAR, accessory kit chrome	82211701AD	1	656.00	0.7	
43	REAR LAMPS						
44	R&I	High mount lamp					0.3
45	ELECTRICAL						
46	R&I	Satellite ant w/connected vehicle					0.8
47	#	Refn Base Coat Reduction - Full Clear Coat					-0.2
48	WINDSHIELD						
49	R&I	RT Washer nozzle					0.2
50	R&I	LT Washer nozzle					0.2
51	#	Subl 4 Wheel Alignment		1	69.95 X		
		NOTE: Vehicle went off road and hit tree.					
52	#	Corrosion Protection - ****		1	10.00 X		
53	#	Panel Bonding Kit		1	46.00		
		NOTE: Required for roof panel replacement.					
54	#	Seam Sealer / Caulk		1	16.00		
		NOTE: Sausage bag for roof panel.					
55	#	D&R Battery		1			0.2
56	#	Urethane Kit		2	40.00		
		NOTE: Windsheild & back glass R&I.					
57	#	Mask for Overspray - Interior Compartment		1	10.00 X		
58	#	Cover Car		1	10.00 X		
59	#	Hazardous Waste		1	5.00 X		
SUBTOTALS					4,687.90	31.2	14.1

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			4,582.95
Body Labor	31.2 hrs @	\$ 48.00 /hr	1,497.60
Paint Labor	14.1 hrs @	\$ 48.00 /hr	676.80
Paint Supplies	14.1 hrs @	\$ 34.00 /hr	479.40
Miscellaneous			104.95
Subtotal			7,341.70
Sales Tax	\$ 5,062.35 @	8.2500 %	417.64
Grand Total			7,759.34
Deductible			500.00
CUSTOMER PAY			500.00
INSURANCE PAY			7,259.34

Estimate of Record

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

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Signed _____

Date _____

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Job Number: [REDACTED]

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Estimate of Record

Customer: [REDACTED]

Job Number: [REDACTED]

Vehicle: 2013 DODG RAM 1500 4X4 CREW LARAMIE 4D SHORT 8-5.7L-FI Red

ALTERNATE PARTS USAGE

Year: 2013 Body Style: 4D SHORT VIN: 1C6RR7NT1DS [REDACTED] Mileage In: 1792
Make: DODG Engine: 8-5.7L-FI License: CKB-6415 Mileage Out:
Model: RAM 1500 4X4 CREW Production Date: State: TX Vehicle Out: 10/3/2013
LARAMIE
Color: Red Int: Condition: Job #: 301696

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0



FARMERS

Send all correspondence to:
Email: claimsdocuments@hpcs.com
P.O. Box 268994
Oklahoma City, OK 73126-8994
Fax: (877) 217-1389

October 22, 2013

Payment Log

Account Number:

[REDACTED]

Date of Loss:

08/19/2013

Insured's Name

[REDACTED]

Claim Number:

[REDACTED]

Unit Type	Claim Unit	Date Issued	Payee	Check Number	Payment Amount
MD	8002097724-1-1	10/09/2013	HALL BUICK PONTIAC GMC BODY SHOP	[REDACTED]	\$8,840.67
Rental	8002097724-1-3	10/11/2013	ENTERPRISE TREASURY	[REDACTED]	\$629.84
Payment Total:					\$9,470.51
Collections Total :					\$0.00
Collision Deductable :					\$500.00
Grand Total :					\$9,970.51



FARMERS

October 22, 2013

National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994

000107



CHRYSLER LLC
PO BOX 21-8004
AUBURN HILLS MI 48321-8004



elpPoint
m Services
FARMERS

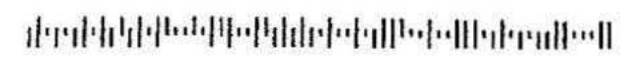
PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
FARMERS INS. GROUP
91708

From:

FIRST CLASS MAIL

To:

DEC/22/13 LA CA 900 15 1



PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Bruty Progressive Subro Letter

August 14th, 2014

8/20

ATTN: J. SUSULLA
DAIMLER CHRYSLER
PO BOX 21-8004
AUBURN HILLS MI 48321-8004

RECEIVED

AUG 26

SPECIAL INVESTIGATIONS

Re: **Claim Number:** [REDACTED]
Type of Loss: Mechanical Issue. Our Insured's vehicle rolled into another vehicle.
Vin/DOT: 1C6RR7LG5DS [REDACTED]
Year/Make & Model: 2013 Dodge Ram 1500
Our Insured: [REDACTED]
Address: [REDACTED] IA [REDACTED]
Date of Loss: 09/04/2013
Damages: \$2,856.50

Notice of Subrogation Claim

Please consider this letter a notice that the above captioned vehicle has sustained damages and/or has been deemed a total loss relating to a potential manufacturing defect. This letter is also to notice you of Progressive Universal Insurance Co.'s subrogation rights in this matter.

Please find enclosed Progressive's supports for the claim. It is our understanding that an inspection took place at Mt. Pleasant Dodge. Fault codes were found. Our Insured asked for information regarding the fault codes and was refused the information. Please contact me with acknowledgement of this notice and to discuss the claim further at the below listed number or email address.

Thank you for your attention in this matter.

Sincerely,
Meigan Gerich
Subrogation Specialist Sr.
Tel: 440.603.7533
Fax: (888) -718-6947
Stacey_stankus@progressive.com



CHRYSLER GROUP LLC

LT): 6-13

GWR: 3085 KG 6800 LB

1770 KG 3900 LB WITH P275/60R20 TIRES

20X8.0

RIMS AT

270 KPA (39 PSI) COLD

1770 KG 3900 LB WITH P275/60R20 TIRES

20X8.0

RIMS AT

270 KPA (39 PSI) COLD



THIS VEHICLE CONFORMS TO ALL FEDERAL SAFETY STANDARDS
STANDARD IN EFFECT ON THE DATE OF MANUFACTURE.

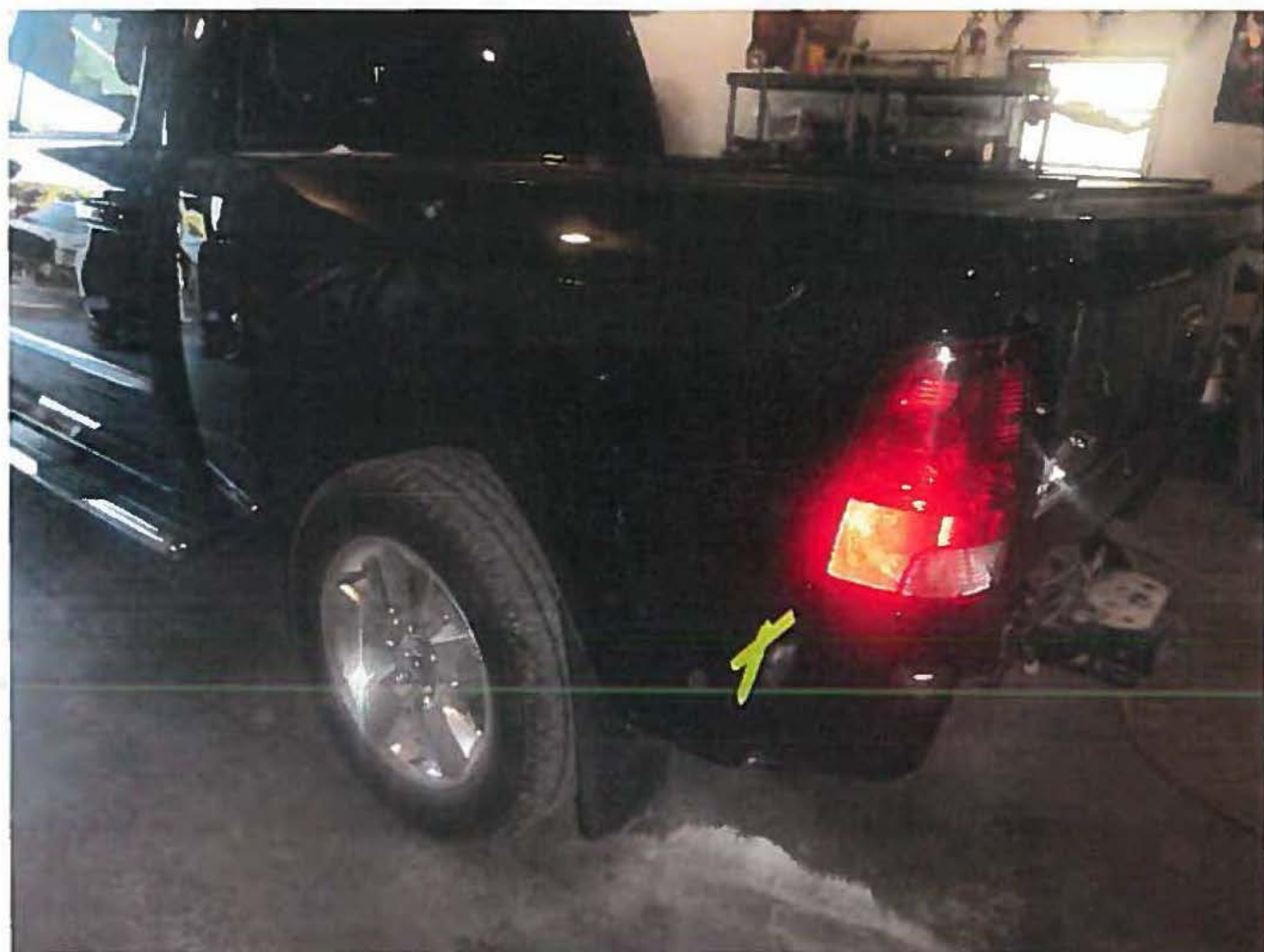
VIN: 1C6CR7L6[REDACTED]
VEHICLE MADE IN U.S.A.

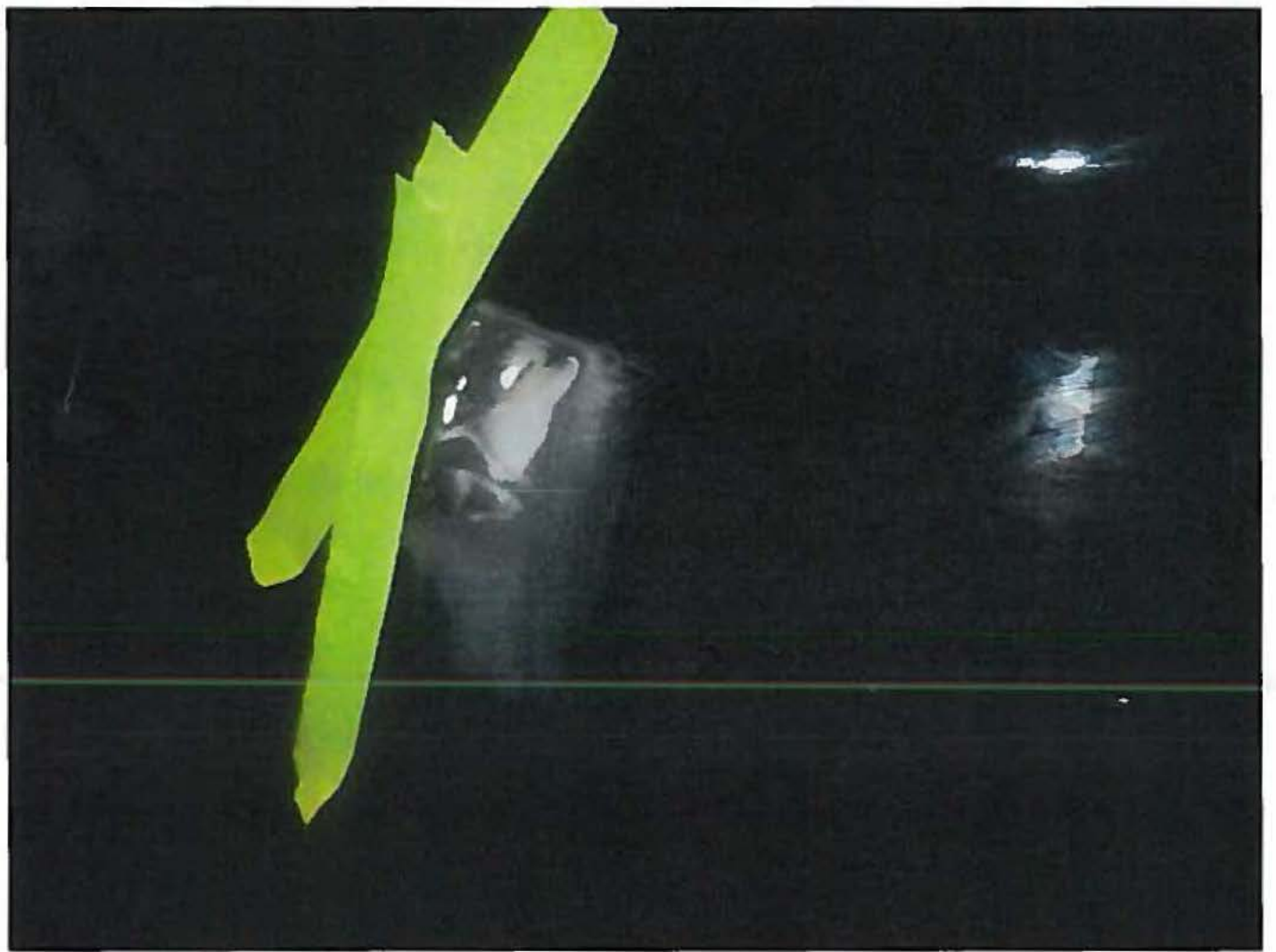






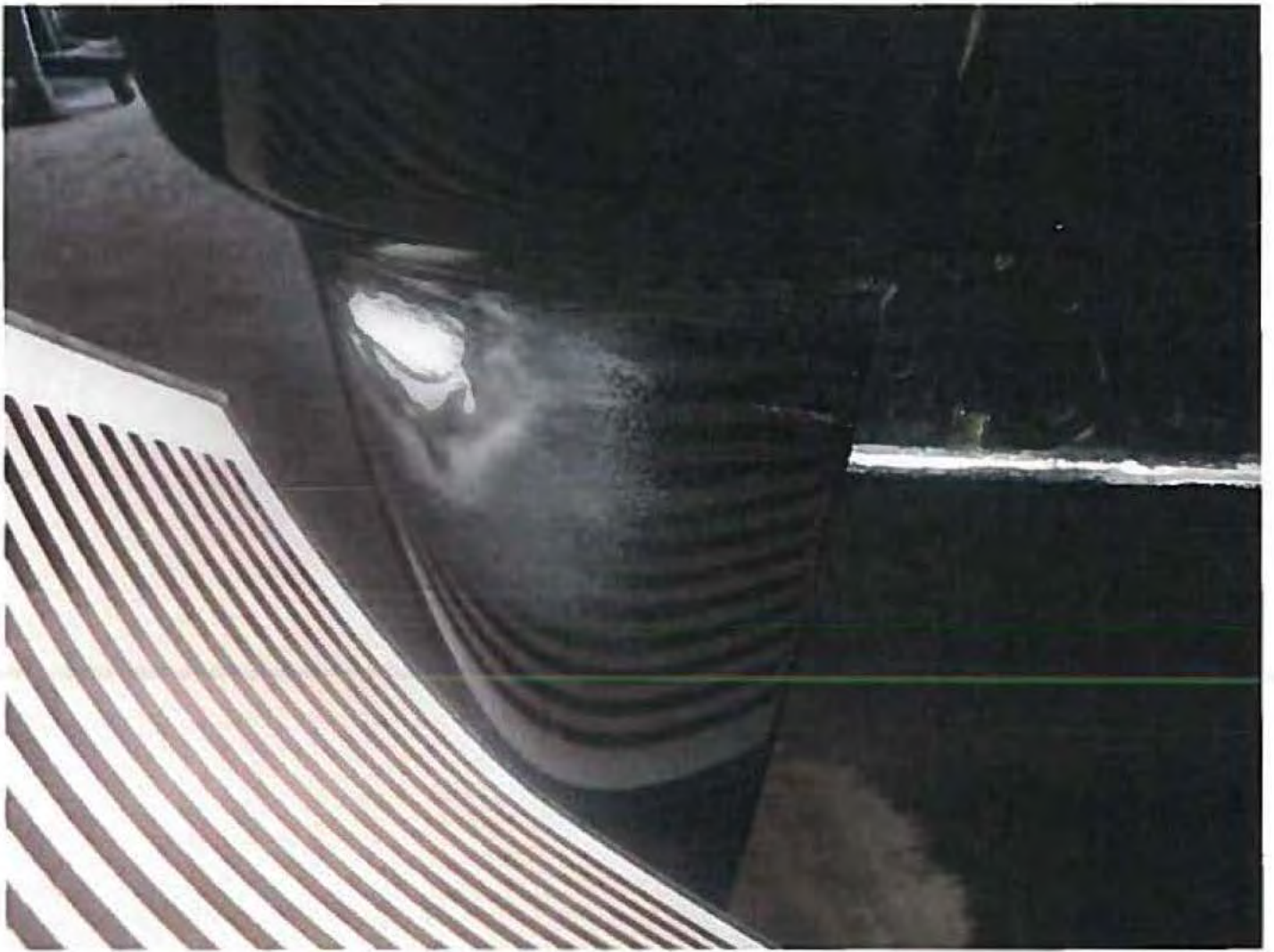








































Date: 9/19/2013 08:42 AM
Estimate ID: 13-1940786-02
Estimate Version: 0
Committed
Profile ID: * sitocral part typ

PROGRESSIVE

13284 CORPORATE EXCHANGE DRIVE STE 150, BRIDGETON, MO 63044
(314) 801-5520

Damage Assessed By: JOE SPRINGER

Claim Rep: JOE SPRINGER
(314) 412-9540

* Product Type: Auto
* Date of Loss: 9/4/2013
* Deductible: 0.00
* Claim Number:

Claimant: [REDACTED]
Address: [REDACTED] WASHINGTON, IA [REDACTED]
Owner: [REDACTED]
Address: [REDACTED] WASHINGTON, IA [REDACTED]
Telephone: [REDACTED]
Cell Phone: [REDACTED]

Contact Phone: [REDACTED]

Mitchell Service: 910501

Description: 2009 Chevrolet TrailBlazer LT
Body Style: 4D Ut
VIN: 1GNDT33S992 [REDACTED]
OEM/ALT: A
Color: GREEN
Options:

Drive Train: 4D 4x4 4WD
License: [REDACTED]
Search Code: STLOUIS1

PASSENGER AIRBAG, DRIVER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
POWER STEERING, REAR WINDOW DEFOGGER, MANUAL AIR CONDITION, CRUISE CONTROL
TILT STEERING COLUMN, LUGGAGE RACK, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
FOG LIGHTS, ALUM/ALLOY WHEELS, SATELLITE RADIO, TOW HITCH RECEIVER, 4WD OR 4WD
FRONT AIR DAM, TINTED GLASS, TELEMATIC SYSTEMS, ANTI-THEFT SYSTEM
AUTOMATIC HEADLIGHTS, SIDE HEAD CURTAIN AIRBAGS
VEHICLE THEFT TRACKING/NOTIFICATION, DAYTIME RUNNING LIGHTS, AM/FM STEREO CD
ELECTRONIC STABILITY CONTROL, FRONT BUCKET SEATS
FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES
REAR WINDOW WIPER

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				<u>Frame</u>			
1	003573	BDY	REMOVE/REPLACE	Rear Bumper Impact Bar (HSS)	[REDACTED] GM PART	574.77	1.3 #
				<u>Rear Bumper</u>			
2	005835	BDY	REMOVE/INSTALL	Rear Bumper Cover			INC
3		BDY	OVERHAUL	Rear Bumper Cover Assy			1.2
4	005837	BDY	REMOVE/REPLACE	Rear Bumper Cover	** Non-OEM CAPA	407.00	INC
5		REF	REFINISH	Rear Bumper Cover			C 2.6
6	005846	BDY	REMOVE/INSTALL	R Rear Bumper Reflector	Existing		INC r
7	005847	BDY	REMOVE/INSTALL	L Rear Bumper Reflector	Existing		INC r
8	005848	BDY	REMOVE/INSTALL	Rear Ctr Bumper Step Pad	Existing		INC r
9	005849	BDY	REMOVE/INSTALL	Rear Bumper Trailer Harness Receptacle	Existing		0.2 #r
				<u>ADDITIONAL OPERATIONS</u>			
10		REF	ADDL OPR	Clear Coat			1.0
				<u>Additional Costs & Materials</u>			
11			ADDL COST	Paint/Materials		115.20 *	

* - Judgment Item

- Labor Note Applies

** Non-OEM CAPA - Non-Original Equipment Manufacturer Replacement Part, CAPA Certified

C - Included in Clear Coat Calc

r - CEG R&R Time Used For This Labor Operation

ESTIMATE RECALL NUMBER: 09/19/2013 08:41:56 13-1940786-02

Mitchell Data Version: OEM: AUG_13_V0905

MAPP: AUG_13_V0916

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Software Version: 7.0.487

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Page 1 of 4

Date: 9/19/2013 08:42 AM
 Estimate ID: 13-1940786-02
 Estimate Version: 0
 Committed
 Profile ID: * standard part typ

KEYSTONE AUTOMOTIVE PP
 275 CORPORATE WOODS PL.
 BRIDGETON
 MO 63044
 (800) 605-7359 (314) 298-7766

4 ** GM1100731PP 407.00

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I.	Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II.	Part Replacement Summary			Amount
	Body	2.7	60.00	0.00	0.00	162.00		Taxable Parts			981.77
	Refinish	3.6	60.00	0.00	0.00	216.00		Sales Tax @ 6.500%			63.82
	Non-Taxable Labor					378.00		Total Replacement Parts Amount			1,045.59
	Labor Summary	6.3				378.00					
III.	Additional Costs					Amount	IV.	Adjustments			Amount
	Taxable Costs					115.20		Insurance Deductible			0.00
	Sales Tax @ 6.500%					7.49		Customer Responsibility			0.00
	Total Additional Costs					122.69					
	Paint Material Method: Rates										
	Init Rate = 32.00										
							I.	Total Labor:			378.00
							II.	Total Replacement Parts:			1,045.59
							III.	Total Additional Costs:			122.69
								Gross Total:			1,546.28
							IV.	Total Adjustments:			0.00
								Net Total:			1,546.28

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AN AUTOMOBILE PART(S) NOT MADE BY THE ORIGINAL EQUIPMENT MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING. ALL AFTERMARKET PARTS INSTALLED ON THE VEHICLE SHALL BE CLEARLY IDENTIFIED ON THE REPAIR ESTIMATE.

Point(s) of Impact
 6 Rear Center (P)

Alt. Location: PROGRESSIVE

ESTIMATE RECALL NUMBER: 09/19/2013 08:41:56 13-1940786-02
 Mitchell Data Version: OEM: AUG_13_V0906
 MAPP: AUG_13_V0916 Copyright (C) 1994 - 2013 Mitchell International
 Software Version: 7.0.487 All Rights Reserved

Date: 9/19/2013 08:42 AM
Estimate ID: 13-1940786-02
Estimate Version: 0
Committed
Profile ID: * show all part typ

Inspection Site: WALMART
Address: 1701 A Roy Dr
Washington, MO 63090
Inspection Date: 9/19/2013

THIS IS A DAMAGE ASSESSMENT ONLY - NOT AN AUTHORIZATION TO REPAIR -
BASED ON DAMAGE VISIBLE OR CERTAIN AT THE TIME IT WAS WRITTEN.

IF FRAME OR UNIBODY REPAIR IS INCLUDED ON THIS ESTIMATE, THE AMOUNT
SHOWN INCLUDES TIME OR ALLOWANCE FOR MEASURING BEFORE, DURING AND
AFTER THOSE REPAIRS.

THE OWNER OF THE VEHICLE MAY SELECT THE REPAIR FACILITY OF HIS/HER
CHOICE.

TO ENSURE PROPER AND PROMPT PAYMENT FOR ADDITIONAL DAMAGE DISCOVERED
DURING THE COURSE OF REPAIRS, CONTACT PROGRESSIVE FOR SUPPLEMENT
HANDLING PROCEDURES.

PROGRESSIVE HONORS THE PREVAILING LABOR MARKET RATE IN YOUR AREA FOR
YOUR PROPERTY. IF YOU CHOOSE A SHOP THAT CHARGES IN EXCESS OF
PREVAILING LABOR MARKET RATES, YOU WILL BE RESPONSIBLE FOR THE
DIFFERENCE.

LIFETIME GUARANTEE FOR SHEET METAL AND PLASTIC BODY PARTS

The replacement parts written on the estimate are intended to return
your vehicle to its pre-loss condition with proper installation.
After repair, if any sheet metal or plastic body part included in the
estimate fails to return your vehicle to its pre-loss condition
(assuming proper installation), in terms of form, fit, finish,
durability or functionality, Progressive will arrange and pay for the
replacement of the part, to the extent not covered by a
manufacturer's or other warranty. This service will be performed at
no cost to you (including associated repair and rental car costs). To
obtain service under this Guarantee, call Progressive at
1-800-274-4641. This Guarantee applies as long as you own or lease
the vehicle. This Guarantee is not transferable and terminates if you
sell or otherwise transfer your vehicle.

THIS GUARANTEE DOES NOT COVER NORMAL WEAR AND TEAR OR DAMAGE CAUSED
BY IMPROPER MAINTENANCE, NEGLECT, ABUSE OR SUBSEQUENT ACCIDENT. THIS
GUARANTEE IS LIMITED TO ARRANGING FOR THE SELECTION OF REPAIR PARTS
THAT WILL RETURN YOUR VEHICLE TO ITS PRE-LOSS CONDITION. ACCORDINGLY,
PROGRESSIVE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR
CONSEQUENTIAL DAMAGES THAT RESULT FROM THE INSTALLATION OR USE OF
THESE PARTS.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original
equipment manufacturer part.

NON-OEM and A/M and Qual REPL - These refer to an after-market part,
which is a new, non-original equipment manufacturer part.

USED/RECYCLED and LKQ - These refer to a used OEM part.

REMANUFACTURED and RECOND. and RECORE - These refer to used/recycled
OEM parts that have been refurbished.

REPAIR SHOP'S AUTHORIZED REPRESENTATIVE'S SIGNATURE INDICATING
AGREEMENT ON COST TO RETURN THE VEHICLE TO PRE-LOSS CONDITION
INCLUDING TOW/STORAGE CHARGES:

Date: 9/19/2013 08:42 AM
Estimate ID: 13-1940786-02
Estimate Version: 0
Committed
Profile ID: * sitou:all part typ

SHOP SIGNATURE: _____ EST. COMPLETION DATE: _____

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS
FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR
FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF
INSURANCE FRAUD.

Event Log

File Created:	09/19/2013 08:01:30 AM
Estimate Started:	09/19/2013 08:03:17 AM
Estimate Printed:	09/19/2013 08:17:30 AM
Estimate Committed:	09/19/2013 08:41:56 AM
Estimate Uploaded:	09/19/2013 08:42:25 AM

ESTIMATE RECALL NUMBER: 09/19/2013 08:41:56 13-1940786-02

Mitchell Data Version: OEM: AUG_13_V0905

Software Version: MAPP: AUG_13_V0916

7.0.487

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Page 4 of 4

CMSD2340 /CMSM2340 P A C M A N AUG 19 14 - 11:12
OPID: MXN0054 CLAIM PAYMENT INQUIRY TERMID: ?02E
INSD: BRUTY, NICOLE M POL: 13334622 -4
DOL : SEP 04 13 TX-CCUA16-BRN- CLM: [REDACTED] ACTIVE REP: R FLORES

PAY TO THE ORDER OF: TOTAL DRAFT AMOUNT: 1,546.28

LINE 1: [REDACTED] ONLY*****
LINE 2:
LINE 3:

ADDRESS: [REDACTED]

CITY: WASHINGTON ST/PR* IA ZIP/CPC: 52353 CNTRY* USA

IN PAYMENT OF: 2009 CHEVROLET TRAILBLAZER, PROPERTY DAMAGE

1099 ? N FEDERAL TAX ID: LAST UPDT REP: A091676
CDS CODE * 03 PCL EFT TRACE #: ISSUING REP: T BENAVIDEZ
BANK CODE* AS2 ISSUE DATE : SEP 24 13 APPROVED BY: M STRENGE
STATE * IA AREA * 034 REVIEW DATE: 00 00
STOP RSN * DRAFT # : 479680353 REVIEWED BY:

COMMAND:

Date: 9/25/2013 04:24 PM
 Estimate ID: 13-1940786-01
 Estimate Version: 0
 Committed
 Profile ID: burt:newoem&remant

PROGRESSIVE

10719 JUSTIN DRIVE, URBANDALE, IA 50322
 (515) 331-2810

Damage Assessed By: Lindy Blanchard

Claim Rep: Lindy Blanchard
 (319) 217-3032

* Product Type: Auto
 * Date of Loss: 9/4/2013
 * Deductible: 500.00
 * Claim Number: [REDACTED]

Insured: [REDACTED]
 Owner: [REDACTED]
 Address: [REDACTED] WASHINGTON, IA [REDACTED]
 Telephone: [REDACTED]
 Home Phone: [REDACTED]
 Contact Phone: [REDACTED]

Cell Phone: [REDACTED]

Mitchell Service: 911142

Description: 2012 Ram Pickup 1500 Laramie Longhorn
 Body Style: 4D Pickup 6' Bed 140" WB
 VIN: 1C6RR7LG5DS [REDACTED]
 Mileage: 2,504
 OEM/ALT: A
 Color: BLACK

Vehicle Production Date: 6/13
 Drive Train: 5.7L Inj 8 Cyl 4WD
 License: APR 203 IA

Search Code: BETTENDOR3

Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
 POWER STEERING, CRUISE CONTROL, TILT STEERING COLUMN, LEATHER SEAT
 POWER PASSENGER SEAT, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, RUNNING BOARDS
 FOG LIGHTS, PICKUP TRUCK BED LINER, REARVIEW CAMERA, REMOTE IGNITION
 NAVIGATION SYSTEM, ENTERTAINMENT SYSTEM, AUXILIARY INPUT, LEATHER STEERING WHEEL
 SATELLITE RADIO, CHROME WHEELS, FRONT AIR DAM, TINTED GLASS, AUTO AIR CONDITION
 TRIP COMPUTER, SUBWOOFER, UNIVERSAL GARAGE DOOR OPENER, SIDE AIRBAGS
 ANTI-THEFT SYSTEM, AUTOMATIC HEADLIGHTS
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR
 SIDE HEAD CURTAIN AIRBAGS, HEATED STEERING WHEEL, AM/FM STEREO CD/MP3 PLAYER
 DRIVER HEATED MEMORY SEAT, ELECTRONIC PARKING AID
 ELECTRONIC SHIFT TRANSFER CASE, ELECTRONIC STABILITY CONTROL
 EXTERIOR MEMORY MIRRORS, FRONT HEATED/COOLED POWER SEATS
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES
 POWER HEATED ELECTROCHROMATIC EXTERIOR MIRRORS, POWER SLIDING REAR PICKUP WINDOW
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
<u>Pickup Bed</u>							
1	100096	BDY	REPAIR	L Pickup Bed Side Panel	Existing		2.0*
2		REF	REFINISH	L Bed Side Panel Outside			C 3.2
3	104054	BDY	REMOVE/INSTALL	L Pickup Bed Splash Guard			0.4
4	102146	BDY	REMOVE/INSTALL	L Frt Pickup Bed Rail Cap	Existing		0.2 r
5	102148	BDY	REMOVE/INSTALL	L Rear Pickup Bed Rail Cap	Existing		0.2 r
6	102160	BDY	REMOVE/INSTALL	L Frt Pickup Bed Stone Guard	Existing		0.2 r
<u>Rear Lamps</u>							
7	100846	BDY	REMOVE/INSTALL	L Rear Combination Lamp			0.3
<u>Rear Bumper</u>							
8	100329	BDY	REMOVE/REPLACE	Rear Bumper Assembly	55277451AD	594.00	0.8
<u>ADDITIONAL OPERATIONS</u>							
9		REF	ADDL OPR	Clear Coat			1.3
<u>Additional Costs & Materials</u>							
10			ADDL COST	Paint/Materials		157.50 *	

ESTIMATE RECALL NUMBER: 09/25/2013 16:23:45 13-1940786-01

Mitchell Data Version: OEM: AUG_13_V0923

MAPP: AUG_13_V0922

Software Version:

7.0.487

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Page 1 of 4

Date: 9/25/2013 04:24 PM
 Estimate ID: 13-1940786-01
 Estimate Version: 0
 Committed
 Profile ID: burt.newcom&remant

* - Judgment Item
 C - Included in Clear Coat Calc
 r - CEG R&R Time Used For This Labor Operation

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary			
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals				Amount
Body	4.1	55.00	0.00	0.00	225.50 T	Taxable Parts			594.00
Refinish	4.5	55.00	0.00	0.00	247.50 T	Sales Tax	@	7.000%	41.58
						Total Replacement Parts Amount			635.58
		Taxable Labor			473.00				
		Labor Tax	@	7.000 %	33.11				
Labor Summary	8.6				506.11				
III. Additional Costs						IV. Adjustments			
					Amount				Amount
Taxable Costs					157.50	Insurance Deductible			500.00-
Sales Tax			@	7.000%	11.03	Customer Responsibility			500.00-
Total Additional Costs					168.53				
Paint Material Method: Rates									
Init. Rate = 35.00									
						I. Total Labor:			506.11
						II. Total Replacement Parts:			635.58
						III. Total Additional Costs:			168.53
						Gross Total:			1,310.22
						IV. Total Adjustments:			500.00-
						Net Total:			810.22

Point(s) of Impact
 7 Left Rear Corner (P)

Alt. Location: PROGRESSIVE

Inspection Site: Evans Autobody
 Address: 605 E 14th St
 Washington, IA 52363
 Inspection Date: 9/25/2013

ESTIMATE RECALL NUMBER: 09/25/2013 16:23:46 13-1940786-01

Mitchell Data Version: OEM: AUG_13_V0923

Software Version: MAPP: AUG_13_V0922

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Page 2 of 4

Date: 9/25/2013 04:24 PM
Estimate ID: 13-1940786-01
Estimate Version: 0
Committed
Profile ID: bur:newoem&remant

THIS IS A DAMAGE ASSESSMENT ONLY - NOT AN AUTHORIZATION TO REPAIR -
BASED ON DAMAGE VISIBLE OR CERTAIN AT THE TIME IT WAS WRITTEN.

IF FRAME OR UNIBODY REPAIR IS INCLUDED ON THIS ESTIMATE, THE AMOUNT
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AFTER THOSE REPAIRS.

THE OWNER OF THE VEHICLE MAY SELECT THE REPAIR FACILITY OF HIS/HER
CHOICE.

TO ENSURE PROPER AND PROMPT PAYMENT FOR ADDITIONAL DAMAGE DISCOVERED
DURING THE COURSE OF REPAIRS, CONTACT PROGRESSIVE FOR SUPPLEMENT
HANDLING PROCEDURES.

PROGRESSIVE HONORS THE PREVAILING LABOR MARKET RATE IN YOUR AREA FOR
YOUR PROPERTY. IF YOU CHOOSE A SHOP THAT CHARGES IN EXCESS OF
PREVAILING LABOR MARKET RATES, YOU WILL BE RESPONSIBLE FOR THE
DIFFERENCE.

LIFETIME GUARANTEE FOR SHEET METAL AND PLASTIC BODY PARTS

The replacement parts written on the estimate are intended to return
your vehicle to its pre-loss condition with proper installation.
After repair, if any sheet metal or plastic body part included in the
estimate fails to return your vehicle to its pre-loss condition
(assuming proper installation), in terms of form, fit, finish,
durability or functionality, Progressive will arrange and pay for the
replacement of the part, to the extent not covered by a
manufacturer's or other warranty. This service will be performed at
no cost to you (including associated repair and rental car costs). To
obtain service under this Guarantee, call Progressive at
1-800-274-4641. This Guarantee applies as long as you own or lease
the vehicle. This Guarantee is not transferable and terminates if you
sell or otherwise transfer your vehicle.

THIS GUARANTEE DOES NOT COVER NORMAL WEAR AND TEAR OR DAMAGE CAUSED
BY IMPROPER MAINTENANCE, NEGLECT, ABUSE OR SUBSEQUENT ACCIDENT. THIS
GUARANTEE IS LIMITED TO ARRANGING FOR THE SELECTION OF REPAIR PARTS
THAT WILL RETURN YOUR VEHICLE TO ITS PRE-LOSS CONDITION. ACCORDINGLY,
PROGRESSIVE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR
CONSEQUENTIAL DAMAGES THAT RESULT FROM THE INSTALLATION OR USE OF
THESE PARTS.

Part Type Terms and Abbreviations

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equipment manufacturer part.

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which is a new, non-original equipment manufacturer part.

USED/RECYCLED and LKQ - These refer to a used OEM part.

REMANUFACTURED and RECOND. and RECORE - These refer to used/recycled
OEM parts that have been refurbished.

REPAIR SHOP'S AUTHORIZED REPRESENTATIVE'S SIGNATURE INDICATING
AGREEMENT ON COST TO RETURN THE VEHICLE TO PRE-LOSS CONDITION
INCLUDING TOW/STORAGE CHARGES:

SHOP SIGNATURE: _____ EST. COMPLETION DATE: _____

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS
FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR
FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF

ESTIMATE RECALL NUMBER: 09/25/2013 16:23:46 13-1940786-01

Mitchell Data Version: OEM: AUG_13_V0923

MAPP: AUG_13_V0922

Software Version: 7.0.487

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Page 3 of 4

Date: 9/25/2013 04:24 PM
Estimate ID: 13-1940786-01
Estimate Version: 0
Committed
Profile ID: bur:newoam&remanf

INSURANCE FRAUD.

Event Log

File Created: 09/25/2013 09:02:46 AM
Estimate Started: 09/25/2013 04:10:08 PM
Estimate Printed: 09/25/2013 04:14:03 PM
Estimate Committed: 09/25/2013 04:23:46 PM
Estimate Uploaded: 09/25/2013 04:24:04 PM

ESTIMATE RECALL NUMBER: 09/25/2013 16:23:46 13-1940786-01

Mitchell Data Version: OEM: AUG_13_V0923

Software Version: MAPP:AUG_13_V0922
7.0.487

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Page 4 of 4

CMSD2340 /CMSM2340 P A C M A N AUG 19 14 - 11:11
OPID: MXN0054 CLAIM PAYMENT INQUIRY TERMID: 702E
INSD: BRUTY, NICOLE M POL: 13334622 -4
DOL : SEP 04 13 TX-CCUA16-BRN- CLM: [REDACTED] ACTIVE REP: R FLORES

PAY TO THE ORDER OF: TOTAL DRAFT AMOUNT: 810.22

LINE 1: EVANS AUTO BODY OBO RYAN H BRUTY (ONLY)*****
LINE 2:
LINE 3:

ADDRESS:

CITY: WASHINGTON ST/PR* IA ZIP/CPC: 52353 CNTRY* USA

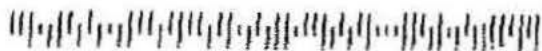
IN PAYMENT OF: COLL - 13 DODGE RAM - LESS \$500 DED

1099 ? Y FEDERAL TAX ID: 461106565 LAST UPDT REP: LAK0025
CDS CODE * 13 PCL EFT TRACE #: ISSUING REP: L BLANCHARD
BANK CODE* AS2 ISSUE DATE : SEP 26 13 APPROVED BY:
STATE * IA AREA * REVIEW DATE: 00 00
STOP RSN * DRAFT # : 479395908 REVIEWED BY:

COMMAND:

P.O. BOX 212929
Los Angeles, CA 900

9108



UNITED STATES POSTAGE
EAGLE
MINTY BOWES
02 1R \$ 02.24
0002010555 AUG 20 20
MAILED FROM ZIP CODE 441

Painter Chrysler
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

PROGA

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Bryant Claim Letter

THE SWAIN LAW FIRM, APC

ATTORNEY & COUNSELOR AT LAW

19528 VENTURA BOULEVARD, NUMBER TWO TWENTY

TARZANA, CA 91356

OFFICE 818 433 4049 FACSIMILE 888 735 6491 EMAIL CHARLES@SWAINLAWFIRM.ORG

16 day of July 2011

25314365

Via Facsimile to:

586 497 2112

Chrysler Group, LLC

[REDACTED]

Post Office Box 218004

Auburn Hills, MI 48321-8004

RE: Our Client:
Vehicle:
VIN:
Case Number:

[REDACTED]
2014 Dodge Ram
1C6RR6KT1F [REDACTED]

Dear Mr. Paul:

The purpose of this missive is to advise you that this office has been retained with respect to the above-mentioned matter to represent [REDACTED]. Accordingly, all future communication regarding the same should be directed only to this office and not to our client. I have left a message for you regarding this claim and acknowledge and thank you for your professional courtesy in your message left for me addressing this claim. Furthermore, please be advised that the above referenced client has executed a lien on all pecuniary benefits paid on this claim in favor of The Swain Law Firm, APC, therefore, please include The Swain Law Firm, APC as a payee on any settlement draft or check submitted regarding this claim and forward to the same.

[REDACTED] recently purchased a 2014 Dodge Ram 1500 from the Alhambra Chrysler Dodge Jeep Ram Dodge dealership in Alhambra, CA. She has experienced a litany of defects, malfunctions and mechanical issues that have occurred through no fault of hers and in breach of your express and or implied warranty of merchantability. These aforementioned issues have caused our client to sustain medical injuries. Recently, the vehicle rolled over her ankles after she put the transmission in park and exited the vehicle. It is the understanding of this office that there is also a recall on this particular type of Chrysler Jeep Dodge vehicle. Our research has confirmed that this vehicle's VIN identifies it as the type of vehicle that was manufactured at the same time as other like vehicles subject to the recall.

We shall forward copies of items of special damages in this matter to your office upon our receipt and your request. In order to expedite this claim, we request that you immediately contact our office and send us the following:

- A full description of all coverage, including information evincing self-insurance, including the specific amounts of the same. If you refuse to disclose this information, including the policy limits, within ten days of the date of this letter

OFFICE 818 433 4049 FACSIMILE 888 735 6491 EMAIL CHARLES@SWAINLAWFIRM.ORG

THE SWAIN LAW FIRM, APC

ATTORNEY & COUNSELOR AT LAW

19528 VENTURA BOULEVARD, NUMBER TWO TWENTY

TARZANA, CA 91356

OFFICE 818 433 4049 FACSIMILE 888 735 6491 EMAIL: CHARLES@SWAINLAWFIRM.ORG

then please be advised that your insureds' policy coverage will be deemed opened and unlimited pursuant to, among other things, *Baigourt v. Amex Assurance Co.* (2000) 78 Cal. App. 4th 1390.

- A full explanation of any reservation of rights and limitations on said coverage, including all facts and reasons for same.
- If you contend there is any liability problem whatsoever, please state all facts and reasons upon which you base your contention.
- The full identity of all other persons or parties whom you contend are or may be responsible for this incident and/or our clients' injuries and damages, and all facts you rely upon.
- Color copies of all photographs and other depictions of any injuries and property damaged, repair estimates and bills for the same, all police reports, and all statements from our client(s) and any and all witnesses. Please preserve all evidence until after this entire claim is fully concluded.
- Any reports, studies, recall notices and any other evidence of any manufacturing, design or defect of any kind of this vehicle model and year.

If you are unable to respond in full within ten (10) days, please respond to the best of your ability; explain all reasons for any delay and state when we may expect your full response. If we do not hear from you within ten (10) days, we shall conclude there is no problem with coverage or liability.

Please preserve all evidence relating to this entire claim, including all property damaged, all defective and/or malfunctioning products, and all photographs, bills, estimates, statements and all other relevant documents and items, until at least 100 days after this entire claim is fully resolved.

Thank you very much for your anticipated cooperation and prompt response. If you have any questions regarding this matter, please do not hesitate to contact this office at 818 433 4049; you may also reach me via mobile phone at 310 484 4793.

VERY TRULY YOURS,

THE SWAIN LAW FIRM

Charles Swain

CHARLES SWAIN

FAX**Date:** 07.16/2014**Pages including cover sheet:**

3

To:	+15864972112
Phone	
Fax Number	+15864972112

From:	Charles Swain
	The Swain Law Firm APC
	19528 Ventura Boulevard
	Tarzana
	CA 91356
Phone	+1 (818) 433-4049
Fax Number	(888) 735-6491

NOTE:

Case Number: 143 65

15:27:35 Thursday, July 17, 2014

SSZ1500T Customer Assistance System 07/17/14
Cmd: Primary CAIR Detail Screen 15:27:34
Password:
AC: CAIR: 86 1/ 1 Typ: C Alrt: A Trk: Stat: O CurRes: 82T 82
Link: CAIR Ctry: I CAIR Manager:
VIN: 1C6RR6KT1ES YR/Model: 14 RAM 1500 ST 4X2 Ltr: X Pho:
Sls BC/Sls/Svc/Dlr: 71 D Y 26806 CALIFORNIA SUPERSTOR In Srv Date: 05/27/14
Svc BC/Sls/Svc/Dlr: 71 D Y 26806 CALIFORNIA SUPERSTOR Curr MI/KM: M 2600
Company: Tmp Address:
Cust: MISS
AD1: Ph: H
AD2: Ph:
Cty/St/ZIP: LAKE VIEW TERRAC CA Cntry: USA Lang: E
More Names On Secondary Detail Screen CNA Address Change:
Open Dt: 071414 Cntc Typ: F Orig: L Mail Ctgr: L Ltr dt: 071614 Exec:
Resp Ltr: Resp Ltr Dt: of Dt Ltr Recvd: 071714 Close Dt:
Resp Typ: Followup Date: Lst Upd: 071714 1521P JSS15 82
* RSN Code 1 of 4 * 071414 1848P KR572 86 Narr Line Ct: 34
AC: RSN: Insurance / Subrogation
Lawyer contacting on customer's behalf for accident.
=====

F13=InfoLkp	F14=CAIRHist	F15=SeCond	F16=Vin/CAIR	F17=GenNarr	F18=AltFkeys
F19=Check	F20=VehOwn	F21=CNA	F22=InBasket	F23=ReAssign	F24=Print

Inquire successful

15:27:39 Thursday, July 17, 2014

SSZ1510T

Cmd: _____

Customer Assistance System
Secondary CAIR Detail Screen

07/17/14

15:27:37

Password: _____

=====

AC: CAIR: [REDACTED] Typ: C Alrt: A Trk: Stat: O Curres: 82T 82
LINK: VIN: 1C6RR6KT1ES [REDACTED] YR/Model: 14 RAM 1500 ST 4X2 Ltr: X Pho:
Company: Tmp Address: _____
Cust: [REDACTED]
AD1: [REDACTED] Ph: [REDACTED] H
AD2: [REDACTED] Ph: [REDACTED]
Cty/St/ZIP: LAKE VIEW TERRAC CA [REDACTED] Cntry: USA Lang: E
Co-own: _____
Email-Add: _____ Ticket: 000000000 Subcatgy: _____
Company: THE SWAIN LAW FIRM, APC
Rep: MR. CHARLES SWAIN
Ad1: 19528 VENTURA BLVD. #22 Ph: 818 433 4049 B
Ad2: [REDACTED] Ph: [REDACTED]
Cty/St/ZIP: TARZANA CA 91356 Cntry: USA Lang: _____
Ck Amt: Ck Stat: F/I/P: 00/01/Y Lst Upd: 071714 1521P JSS15 82
Opnd by: KR572 86 Rent amt: _____ Dys: _____ Pmt: _____ Closed by: _____

=====

F13=InfoLkp F14=PriMary F15= F16=VIN/CAIR F17=GenNarr F18=AltFkeys
F19=Check F20=VehOwn F21= F22= F23=ReAssign F24=Print
Inquire successful

15:27:42 Thursday, July 17, 2014

SSZ1520T

Cmd: _____

Customer Assistance System

General Narrative Screen

07/17/14

15:27:40

Password: _____

AC/ CAIR: 86 CUST: BRYANT

LINE 001 OF 034

001 1. Who is calling and what is their contact information?
002 Preferred:
003 Alternate:
004 2. What happened? Rolling accident with vehicle. Lawyer states vehicle
005 arrived at location and put vehicle in park and pulled out of ignition
006 and vehicle rolled over customers foot. When the vehicle should have been
007 it park it came out of park
008 3. What is the current location of the vehicle? DLR #26086/ California
009 Superstores Alhambra
010 ****Begin structured narrative T2 - Beginning Narrative
011 Briefly summarize why the customer is contacting Chrysler:
012 Lawyer is contacting Chrysler to request how to submit information to
013 Chrysler regarding customer's accident.
014 Briefly summarize what the customer is expecting:

F13=InfoLkp F14=Primary F15=SeCond F16=ReasNarr F17= F18=AltFkeys
F19=Check F20=VehOwn F21= F22= F23= F24=
More data

15:27:46 Thursday, July 17, 2014

SSZ1520T

Customer Assistance System

07/17/14

C13TC694

Cmd: _____

General Narrative Screen

15:27:43

Password:

AC/ CAIR: [REDACTED] 86 CUST: BRYANT

LINE 014 OF 034

014 Briefly summarize what the customer is expecting:
015 Customer is expecting to receive information as to how to submit claim
016 information to Chrysler regarding customer's accident.
017 *****End structured narrative T2 - Beginning Narrative
018 Agent advised as per AC ID: 18819, a representative would callback within
019 one to two business days.
020 Called ATTY let vm requesting letter of representation.
021 VEHICLE IS LOCATED AT:
022 CALIFORNIA SUPERSTORES ALHAMBRA [REDACTED]
023 1100 W MAIN ST ALHAMBRA CA 91801 626-308-4500
024 Attorney Charles Swain called requesting to speak with CM JSS15. Writer
025 provided the mailing address for Special Investigations:
026 Special Investigations
027 CIMS 423-04-04

F13=InfoLkp F14=PriMary F15=SeCond F16=ReasNarr F17= F18=AltFkeys
F19=Check F20=VehOwn F21= F22= F23= F24=
More data

15:27:50 Thursday, July 17, 2014

SSZ1520T

Customer Assistance System

07/17/14

Cmd: _____

General Narrative Screen

15:27:47

Password: _____

AC/ CAIR: [REDACTED] 86 CUST: BRYANT

LINE 027 OF 034

027 CIMS 423-04-04

028 PO Box 21-8004

029 Auburn Hills MI 48321-8004

030 POSTMARK DATE: 071614; DATE RECEIVED: 071714

031 *****

032 Received letter from Attorney. Attorney claims injury due to roll from
033 park incident.

034 Per OGC Matrix, reassigned to 82T.

F13=InfoLkp F14=Primary F15=SeCond F16=ReasNarr F17=

F18=AltFkeys

F19=Check F20=VehOwn F21= F22= F23=

F24=

Database at end -- no further data available

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Carollo (Eugene)

28077726

1266282

Panzarella

LAW OFFICES OF PETER L. MAIER, P.C.
A PROFESSIONAL CORPORATION

1300 HOGE BUILDING
705 SECOND AVENUE
SEATTLE, WASHINGTON 98104

5/5

PETER L. MAIER
ATTORNEY

KATHY O'KEEFFE
PARALEGAL

RECEIVED

MAY 11 2016

Special Investigations

TELEPHONE
(206) 623-2800

FAX
(206) 623-2186

E-MAIL
PLMAIER@AOL.COM

May 5, 2016

FCA US LLC
P. O. Box 21-8004
Auburn Hills, Michigan 48321-8004

RECEIVED

MAY 13 2016

Re: Carollo v. FCA US LLC

Dear FCA US LLC:

MILLER, CANFIELD, PADDOCK
AND STONE, P.L.L.C.

We represent Eugene Carollo who on February 17, 2015 purchased a 2015 Ram 1500 truck, VIN No. 3C6RR7LT9FS [REDACTED] from Tacoma Dodge in Tacoma, Washington.

Pursuant to RCW 19.118.031 and RCW 19.118.080 of the Washington State Lemon Law, we request that you promptly provide:

- (a) All report(s) concerning the Carollo vehicle compiled by or for FCA US LLC dba Dodge and its agents, representatives and field or zone representatives;
- (b) All technical service bulletins, engineering bulletins, special service messages, and recall notices issued by FCA US LLC dba Dodge regarding 2015 Ram 1500 vehicles as pertains to the transmission and/or shifting.
- (c) All repair records and service invoices (including but not limited to handwritten records and mechanic "flags") written or retained or received by any dealer concerning the Carollo vehicle.
- (d) All warranty records, invoices, and warranty and/or parts requests concerning the Carollo vehicle, including any service or rental loaner vehicles.
- (e) All written communications between you and any other person or entity concerning the Carollo vehicle.
- (f) All reports, warranty records, and messages kept in any electronic form concerning the Carollo vehicle.
- (g) All records regarding service loaner or rental vehicles arising out of repair or diagnosis attempts on the Carollo vehicle.

- (h) Any reports or investigations (including any photographs) concerning the Carollo vehicle, including but not limited to any report or investigation by "EAA", Engineering Analysis Associates, or Gary Main.
- (i) All reports and records regarding the Carollo vehicle by Impartial Services Group.
- (j) All communications with Eugene Carollo or Tiffany Carollo or any attorney representing them, by (a) Impartial Services Group, (b) FCA US LLC.

You are not required to produce documents that are protected by the attorney-client privilege.

Sincerely,

LAW OFFICES OF PETER L. MAIER, P.C.



Peter L. Maier

PLM:ko

cc: Clients

Peter L. Maier
705 2nd Avenue #1300
Seattle, WA 98104-1705

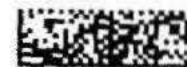
SEATTLE
WA 980
05 MAY '16
PM 5 L

nostr

05/05/2016

US POSTAGE

\$00.46⁵



ZIP 98104
011D10630622

FCA US LLC
P. O. Box 21-8004
Auburn Hills, Michigan 48321-8004

48321800404



28077726



315

LAW OFFICES OF PETER L. MAIER, P.C.
A PROFESSIONAL CORPORATION

1300 HOGE BUILDING
705 SECOND AVENUE
SEATTLE, WASHINGTON 98104

PETER L. MAIER
ATTORNEY

KATHY O'KEEFE
PARALEGAL

March 15, 2016

RECEIVED

MAR 22 2016

Special Investigations

TELEPHONE
(206) 623-2800

FAX
(206) 623-2186

RECEIVED
PL.MAIER@AOL.COM
Legal Dept.

MAY 12 REC'D

FCA US LLC
P. O. Box 21-8004
Auburn Hills, Michigan 48321-8004

Chrysler Group LLC
West Business Center

Re: Carollo v. FCA US LLC

BY CERTIFIED MAIL and FIRST CLASS MAIL

And by E-Mail to Regina Panzarella: rpanzarella@wbcert.com

Dear FCA US LLC:

We represent Eugene Carollo, who on February 17, 2015 purchased a 2015 Ram 1500 truck, VIN No. 3C6RR7LT9FS [REDACTED] from Tacoma Dodge in Tacoma, Washington.

[REDACTED] was formerly represented by John Spencer and Zach Hansen of the Spencer Law Firm. [REDACTED] has retained this law firm to represent him instead of the Spencer Law Firm. Enclosed is a letter from the Spencer Law Firm confirming this change of representation.

You have already received documentation of a safety hazard event that occurred in August 2015 resulting in damage to the truck and a garage. At FCA's request the truck was towed to Tacoma Dodge for diagnosis, where it remains unrepaired to this date.

The purpose of this letter is to request that you repurchase the vehicle pursuant to the Washington State Lemon Law, RCW 19.118.041. We hereby make that request on behalf of our client.

On March 13 I provided repurchase figures to Regina Panzarella of FCA.

Unless this matter is resolved to our client's complete satisfaction he will exercise his rights under the Washington Motor Vehicle Express Warranties Act, RCW Ch. 19.118, as well as under the Washington Unfair Motor Vehicle Practices Act, RCW Ch. 46.70, the Federal Magnuson-Moss Act, and any other state and federal statute available to him.

RECEIVED

MAY 13 2016

MILLER CANFIELD BARRON

We look forward to your prompt response to this request.

Sincerely,

LAW OFFICES OF PETER L. MAIER, P.C.

A handwritten signature in black ink, appearing to read "Peter L. Maier", written in a cursive style.

Peter L. Maier

Enc.

cc: Client

SPENCER & ASSOCIATES, PLLC
ATTORNEYS AND COUNSELORS

JOHN R. SPENCER
ADMITTED WASHINGTON, ALASKA, TEXAS

jspencer@spencer-lawfirm.com

March 14, 2016

Via E-mail: rpanzarella@wbcert.com

Regina Panzarella
Legal Department
FCA US LLC
770 Irvine Center Dr., 4th Floor
Irvine, CA 92618-2924

Re: [REDACTED]
VIN: 1C6RR7LT9FS [REDACTED] 2015 Dodge Ram

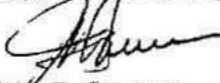
Dear Ms. Panzarella:

This letter is to advise that neither Spencer Law Firm, PLLC (former entity) or Spencer & Associates, PLLC represent [REDACTED] regarding their 2015 Dodge Ram. During the time [REDACTED] were represented by Spencer Law Firm and/or Spencer & Associates you exchanged communications with John R. Spencer, Zach Hansen and/or Kevin Nortness.

Please be advised that the [REDACTED] are now represented by Peter L. Maier, Attorney at Law, 705 2nd Avenue, Suite 1300, Seattle, WA 98104-1797. Mr. Maier's telephone number is (206) 623-2800 and all further communications on this matter should be directed to Mr. Maier.

If you have any questions regarding this transfer, please give me a call.

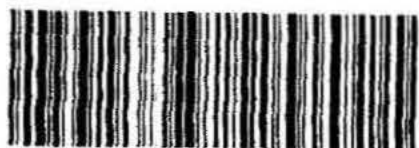
Sincerely yours,
SPENCER LAW FIRM, LLC


John R. Spencer

JRS/st
cc: Peter L. Maier via e-mail

Peter L. Maier
705 2nd Avenue #1
Seattle, WA 98104

CERTIFIED MAIL®

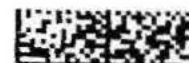


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SEATTLE
WA 98104
15 MAR '16
PM 7 L

Hasler
03/15/2016
US POSTAGE

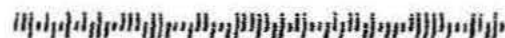
SEATTLE 15 MAR
\$06.73⁵



ZIP 98104
011D10630622

FCA US LLC
P. O. Box 21-8004
Auburn Hills, Michigan 48321-8004

48321800404



LAW OFFICES OF PETER L. MAIER, P.C.

A PROFESSIONAL CORPORATION

1300 HOGE BUILDING
705 SECOND AVENUE
SEATTLE, WASHINGTON 98104

PETER L. MAIER
ATTORNEY

KATHY O'KEEFFE
PARALEGAL

March 15, 2016

RECEIVED

MAR 22 2016

Special Investigations

3/15
TELEPHONE
(206) 623-2800

FAX
(206) 623-2186

E-MAIL
PLMAIER@AOL.COM

FCA US LLC
P. O. Box 21-8004
Auburn Hills, Michigan 48321-8004

Re: [REDACTED] v. FCA US LLC

BY CERTIFIED MAIL and FIRST CLASS MAIL

And by E-Mail to Regina Panzarella: rpanzarella@wbcert.com

Dear FCA US LLC:

We represent [REDACTED] who on February 17, 2015 purchased a 2015 Ram 1500 truck, VIN No. 3C6RR7LT9FS [REDACTED] from Tacoma Dodge in Tacoma, Washington.

[REDACTED] was formerly represented by John Spencer and Zach Hansen of the Spencer Law Firm. [REDACTED] has retained this law firm to represent him instead of the Spencer Law Firm. Enclosed is a letter from the Spencer Law Firm confirming this change of representation.

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The purpose of this letter is to request that you repurchase the vehicle pursuant to the Washington State Lemon Law, RCW 19.118.041. We hereby make that request on behalf of our client.

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Unless this matter is resolved to our client's complete satisfaction he will exercise his rights under the Washington Motor Vehicle Express Warranties Act, RCW Ch. 19.118, as well as under the Washington Unfair Motor Vehicle Practices Act, RCW Ch. 46.70, the Federal Magnuson-Moss Act, and any other state and federal statute available to him.

We look forward to your prompt response to this request.

Sincerely,

LAW OFFICES OF PETER L. MAIER, P.C.

A handwritten signature in black ink, appearing to read "Peter L. Maier", written in a cursive style.

Peter L. Maier

Enc.

cc: Client

SPENCER & ASSOCIATES, PLLC
ATTORNEYS AND COUNSELORS

JOHN R. SPENCER
ADMITTED WASHINGTON, ALASKA, TEXAS

jspencer@spencer-lawfirm.com

March 14, 2016

Via E-mail: rpanzarella@wbcert.com

Regina Panzarella
Legal Department
FCA US LLC
770 Irvine Center Dr., 4th Floor
Irvine, CA 92618-2924

Re: [REDACTED]
VIN: 1C6RR7LT9FS [REDACTED] 2015 Dodge Ram

Dear Ms. Panzarella:

This letter is to advise that neither Spencer Law Firm, PLLC (former entity) or Spencer & Associates, PLLC represent [REDACTED] regarding their 2015 Dodge Ram. During the time [REDACTED] were represented by Spencer Law Firm and/or Spencer & Associates you exchanged communications with John R. Spencer, Zach Hansen and/or Kevin Nortness.

Please be advised that the Carollo's are now represented by Peter L. Maier, Attorney at Law, 705 2nd Avenue, Suite 1300, Seattle, WA 98104-1797. Mr. Maier's telephone number is (206) 623-2800 and all further communications on this matter should be directed to Mr. Maier.

If you have any questions regarding this transfer, please give me a call.

Sincerely yours,
SPENCER LAW FIRM, LLC


John R. Spencer

JRS/st
cc: Peter L. Maier via e-mail

Peter L. Maier
705 2nd Avenue #1300
Seattle, WA 98104-1705

SEATTLE
WA 98104
15 MAR '16
PM 7L

Hasler
03/15/2016
US POSTAGE

PRINTED ADDRESS
\$00.48⁵



ZIP 98104
011010630622

FCA US LLC
P. O. Box 21-8004
Auburn Hills, Michigan 48321-8004

48321800404



SPENCER LAW FIRM, PLLC
ATTORNEYS AND COUNSELORS

JOHN R. SPENCER
ADMITTED WASHINGTON, ALASKA, TEXAS

ZACHARY J. HANSEN
ADMITTED WASHINGTON

NIKKI M. GASPER
ADMITTED WASHINGTON

zhansen@spencer-lawfirm.com

Contents Subject to ER 408

October 20, 2015

Via fax: 972-652-3590; email: rstanbery@impartialservices.com

Mr. Ricardo Stanbery
Impartial Services Group, LLC

Re: My Clients:
Your File No.:
My File No.:

[REDACTED]

Dear Mr. Stanbery:

Please be advised I represent [REDACTED] and [REDACTED]. I understand they recently purchased a 2015 Dodge which apparently had some defective components or was defectively designed, i.e., the park function did not work. The [REDACTED] truck moved after being placed in park, resulting in damage to the Carollo home.

I am still evaluating my client's damages, but any settlement should compensate my client for all damages incurred. This includes the entire purchase price of the vehicle, including a mechanic service contract, gap insurance, interest, taxes, fees, loss of use, replacement rental value, including reasonable wear and tear on a loaned vehicle, and damage to the home.

I have reviewed your September 3, 2015 offer. I would not recommend my clients accept that offer, as it does not fully compensate them.

I strongly urge you to make an offer which fully compensates my clients for the defective vehicle, as soon as possible. My clients are not in possession of the vehicle and continue to make monthly payments for a vehicle they cannot use. Their damages likely increase as time goes by.

I look forward to your response.

Sincerely yours,
SPENCER LAW FIRM, PLLC



Zach J. Hansen

PE16-014

FLAT CHRYSLER
AUTOMOBILES

3-15-2017

ATTACHMENT
ENCLOSURE 4

Legal Subject – Backup
Catona (Frederick P.))

PL 1384108 JR

CAMPBELL, LIPSKI & DOCHNEY

(Not a Partnership - Employees of a Member Company of Zurich Insurance Group)

ATTORNEYS at LAW

2000 MARKET STREET, SUITE 1100

PHILADELPHIA, PA 19103

(215) 861.6700

FAX (215) 861.6737

NANCY E. CAMPBELL**
GERARD F. LIPSKI**
KEVIN R. DOCHNEY**
LISA BELLINO APELIAN*
PETER H. BACH*
ROBERT L. FRALEY*

MITCHELL I. GOLDING*
FRANK A. LaSALVIA**
JAMES J. LAW*
CHRISTOPHER P. MORGAN**
ROBERT J. SIEGEL*
ELIZABETH F. WALKER**

*ADMITTED IN PA
*ADMITTED IN NJ

January 25, 2017

Via Federal Express
Chrysler Group, LLC
Product Liability Section
Office of the General Counsel
1000 Chrysler Drive
CIMS [REDACTED]
Auburn Hills, MI 48326-2766

FCAUS LLC
Office of the General Counsel

JAN 26 2017
By [Signature] Mail/Reg. Agent/
Sec. of State/Proc. Server

RE: Gaglione/Catona v Reedman-Toll, et al.
Philadelphia County CCP, December Term 2016, #3458
Our Clients: Reedman-Toll General Partners and
Reedman-Toll, LP dba Reedman-Toll Auto World
Date of Loss: 5/31/2016

Dear Chrysler Group LLC representative:

I have been retained to represent Reedman Toll, LLC and Reedman Toll General Partner, Inc. in the above matter. A letter was previously sent to your office on January 11, 2017 by Tom Flanagan of Universal Underwriters Insurance Company tendering the defense of the Reedman Toll Defendants in this case to Chrysler Group LLC pursuant to the terms of the franchise agreement. The court records reflect that your company was served with a copy of the Complaint in this matter by Certified Mail on January 12, 2017. There is no indication that any counsel has entered their appearance to date on behalf of FCA US LLC.

I have secured an extension of time of thirty days to respond to Plaintiff's Complaint on behalf of the Reedman Toll Defendants. I did this to allow time for you to accept the tender of defense under the terms of the franchise agreement and secure counsel to enter an appearance and defend the matter on behalf of the Reedman Toll Defendants.

As indicated by Mr. Flanagan in his letter to you, the claim in this matter, briefly stated is that the 2016 Dodge Ram 1500 slt (purchased by the decedent from Reedman Toll in March of 2016) was designed and or manufactured defectively. Specifically, it is alleged that the electronic rotary gear shifter allowed the vehicle to slip out of park or for the operator to exit the vehicle while it was not in park. Mr. Catona apparently exited his vehicle and suffered fatal injuries when it came

January 25, 2017

Page 2

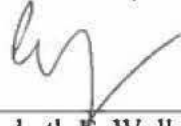
out of park and rolled forward catching him between the door and frame resulting in blunt impact related injuries from which Mr. Catona is alleged to have died.

The dealer agreement between you and our insured specifically calls for you to defend, indemnify and hold harmless the Reedman Toll entities. My clients have followed the steps set forth in the Product Liability Lawsuits section of the Franchise Agreement. The original documents are being held in safe keeping at the dealership. I enclose with this letter a copy of the deal file and pre-delivery inspection records.

If the tender of defense and indemnification is not immediately accepted, we will look to you for reimbursement of all attorney's fees and costs incurred in the defense of the Reedman Toll Defendants in this matter until the tender is accepted or this matter is resolved through trial along with indemnification of for the amount of any judgment and interest on such judgment, if any.

I look forward to hearing from you or counsel retained by you to represent the Reedman Toll Defendants in this matter.

Very truly yours,
CAMPBELL, LIPSKI & DOCHNEY



Elizabeth F. Walker, Esquire
Direct Dial No. (215) 861-6717
Email: beth.walker@zurichna.com

efw/enclosures

cc: Trisha DeMaria, Reedman Toll Auto World
Thomas Flanagan, Zurich North America, Your File No.: 4340110320-001

REEDMAN JOLI

BUYER'S ORDER

1700 E. Lincoln Hwy., Langhorne, PA 19047
(215) 757-4961
www.reedmanjoli.com

CUST NO: 71132

232261

DATE: CCAP AUTO LEASE LTD
FREDERICK P CATONA
03/26/2016
887 VILLAGE CIRCLE
BLUE BELL PA 19422
(610)357-8653 (888)229-7595
fred@plumprize.com

PRICE OF VEHICLE

48525.00

VEHICLE INFORMATION

2016 RAM 1500 NEW
PAU Granite Crys 15
C6RR7LT6GG
1603939

DESCRIPTION OF TRADE IN 1

N/A N/A N/A N/A
N/A N/A N/A N/A
N/A

DESCRIPTION OF TRADE IN 2

N/A N/A N/A N/A
N/A N/A N/A N/A
N/A

03/26/2016 03/26/2016
2HH-7560

WARRANTY INFORMATION

☒ **POWER WARRANTY:** The car dealer's warranty includes a 12-month/12,000-mile warranty with defects in materials and workmanship. The seller hereby represents and warrants that the vehicle is free from any defects in materials and workmanship, and that the vehicle is free from any defects in materials and workmanship. The seller hereby represents and warrants that the vehicle is free from any defects in materials and workmanship. The seller hereby represents and warrants that the vehicle is free from any defects in materials and workmanship.

USED CAR BUYER'S GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$

MID-ATLANTIC PENNSYL

1500.00

MID-ATLANTIC BC LEASE CAS

500.00

MID-ATLANTIC CHR

500.00

2016 CONQUEST LE

1000.00

Cash Price of Vehicle & Accessories

TIRE TAX

36.00

SALES TAX

51.00

REGISTRATION

N/A

Sales Tax

24.00

On Line MV Reg. Fee

15.50

Dealer On Line MV Processing Fee

Documentary Fee

Messenger Fee

Notary Fee

TEMP FEE 28.00

28.00

N/A

N/A

Total Price

Trade-In

Loan Payoff *

Not Trade In

Deposit

Cash on Delivery *

350.00

Total Down Payment

Unpaid Balance of Total Price

N/A

PAU Granite Crys		15	
C 6 R R 7 L T 6 G G			
1603939		WEBB, MATTHEW	
DESCRIPTION OF TRADE IN 1			
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
DESCRIPTION OF TRADE IN 2			
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
03/26/2016		03/26/2016	
ZHW-7560			
WARRANTY INFORMATION			
☒ WARRANTY The manufacturer's warranty describes all of the warranties with respect to the vehicle. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor disclaims any other purpose or use for any liability of the vehicle or the sale of the vehicle.			
☐ WARRANTY Buyer is hereby notified that the vehicle is sold "as is" and the seller disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor disclaims any other purpose or use for any liability of the vehicle or the sale of the vehicle.			
☐ WARRANTY Buyer is hereby notified that the vehicle is sold "as is" and the seller disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor disclaims any other purpose or use for any liability of the vehicle or the sale of the vehicle.			
☒ WARRANTY Buyer is hereby notified that the vehicle is sold "as is" and the seller disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor disclaims any other purpose or use for any liability of the vehicle or the sale of the vehicle.			
USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.			
If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$ 28.00 .			
PURCHASER'S SIGNATURE X			

MID-ATLANTIC PENNSYL	1500.00
MID-ATLANTIC BC LEASE CAS	500.00
MID-ATLANTIC CHR	500.00
2016 CONQUEST LE	1000.00

Cash Price of Vehicle & Accessories

TIRE TAX	36.00	Sales Tax	55.00	N/A
	51.00		24.00	111.00
	N/A			15.50
				N/A
				135.00
				N/A
				28.00
				N/A
				N/A

Total Price		
Trade-In		N/A
Less Payoff *		N/A
Net Trade-In		N/A
Down-P		N/A
Cash on Delivery *	350.00	
Net Total * Dealer * Delivery		N/A
Total Down Payment		
Unpaid Balance of Total Price		

Any difference in the payoff figure is the responsibility of the customer. If the payoff is greater, the customer will pay the difference. If the payoff is less, Dealer will refund the difference to the customer. X

Buyer agrees that this Agreement includes all of the terms and conditions on the front and back side hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, with any related installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

☒ BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGN X *[Signature]* DATE 03/26/2016

CO-BUYER SIGN X *[Signature]* DATE

AUTHORIZED DEALER SIGNATURE *[Signature]*

ODOMETER DISCLOSURE STATEMENT

Federal law and State law, if applicable, requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, **REEDMAN TOLL AUTO WORLD** (transferor's name, Print)

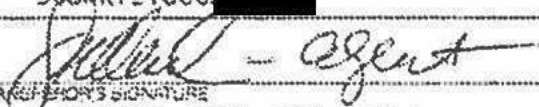
state that the odometer now reads **15** (no zeros) miles and to the best of my knowledge, that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING: ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
RAM	1500	PU
VIN/IDENTIFICATION NUMBER		YEAR
3C6RR7LT6GG		2016

X  (transferor's signature)

REEDMAN TOLL AUTO WORLD

PRINTED NAME

1700 E LINCOLN HIGHWAY

TRANSFEROR'S ADDRESS (STREET)

LANGHORNE **PA** **19047**

CITY STATE ZIP CODE

03/26/2016

DATE OF STATEMENT

X  (transferor's signature)

FREDERICK P CATONA

PRINTED NAME

CCAP AUTO LEASE LTD

TRANSFEREE'S NAME

PO BOX 961272

TRANSFEREE'S ADDRESS (STREET)

FORT WORTH TX 76161

CITY STATE ZIP CODE

CITY STATE ZIP CODE

CITY STATE ZIP CODE

CITY STATE ZIP CODE

CITY STATE ZIP CODE

CITY STATE ZIP CODE

CITY STATE ZIP CODE

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Motor Vehicle Lease Agreement - Closed End

CHRYSLER
CAPITAL

☒ Monthly Payment Lease ☐ Single Payment Lease

Lessor (Dealer Name and Address) PEEDMAN TOLL AUTO WORLD 1700 E LINCOLN HIGHWAY LANGHORN, PA 19047	Lessee(s) (and Co-Lessee(s) Name(s) and Address(es)) FREDERICK P CATONA 687 VILLAGE CIRCLE BLUE BELT PA 19422	Lessee's Mailing Address (where the Vehicle will be principally located):
---	--	---

No. 03/05/2016 County MONTGOMERY
 Date 03/05/2016 ☐ Refer to the attached addendum for additional Lessee(s) and their signatures.

If this Lease is for a consumer purpose, then this Lease is consumer paper. ☐ Business, commercial or agricultural purpose lease.

Description of the Leased Property (Vehicle)

Year <u>2016</u>	Make <u>N/A</u>	Model <u>1500</u>	Style <u>FD</u>	Veh. Id. Identification Number <u>3C6R37LT6GG</u>	Odometer Mileage <u>15</u>
☒ New ☐ Used ☐ Demo					
Equipped With					

You acknowledge that you have received and examined the Vehicle described above, that the Vehicle is equipped as described and is in good operating order and condition. You accept the Vehicle for all purposes of this Lease.

Trade-In Vehicle and Its Allowance

Year <u>N/A</u>	Make <u>N/A</u>	Model <u>N/A</u>	Gross Amount of Trade-In Allowance \$ <u>N/A</u>
Prior Credit or Lease Balance \$ <u>N/A</u>		Net Trade-In Allowance \$ <u>N/A</u> (If less than zero, enter zero).	

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery (Itemized below) \$ <u>4144.50</u>	2. Payments a. Monthly Payments. Your first monthly payment of \$ <u>350.00</u> is due on <u>03/26/2016</u> followed by <u>23</u> payments of \$ <u>350.00</u> due in the <u>23rd</u> of each month. The total of your monthly payments is \$ <u>8400.00</u> . b. Single Payment. Your payment of \$ <u>N/A</u> is due on <u>N/A</u> .	3. Other Charges (that part of your monthly or single payment) Disposition fee (if you do not purchase the Vehicle) \$ <u>300.00</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> N/A \$ <u>N/A</u> Total \$ <u>395.00</u>	4. Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>12540.50</u> (Section 1 plus Section 2 total plus Section 3 total minus \$0 and \$100)
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5. Amount due at Lease signing or delivery: a. Capitalized Cost Reduction \$ <u>3500.00</u> b. First Monthly Payment + \$ <u>350.00</u> c. Single Payment + \$ <u>N/A</u> d. Refundable Security Deposit(s) + \$ <u>N/A</u> e. Registration fee + \$ <u>64.00</u> f. Title fee + \$ <u>51.00</u> g. Acquisition fee + \$ <u>N/A</u> h. Documentation fee + \$ <u>155.00</u>	* Itemization of Amount Due at Lease Signing or Delivery FIRE TAX + \$ <u>5.00</u> GLEF + \$ <u>15.50</u> N/A + \$ <u>N/A</u> LIEN FEE + \$ <u>25.00</u> N/A + \$ <u>N/A</u> N/A + \$ <u>N/A</u> Total = \$ <u>4144.50</u>	How the amount due at Lease signing or delivery will be paid: Net Trade-In Allowance \$ <u>N/A</u> Rebates and non-cash credits + \$ <u>3500.00</u> Amount to be paid in cash + \$ <u>644.50</u> <--- Total = \$ <u>4144.50</u>
--	--	---

Your Payment is Determined as Shown Below:

Gross capitalized cost: The agreed upon value of the vehicle (\$ <u>44372.53</u>) and any items you pay over the Lease Term (such as, service contracts, insurance, and any outstanding prior credit or lease balances). Capitalized cost reduction: The amount of any net trade-in allowance, rebate, non-cash credit, or item you pay that reduces the gross capitalized cost. Adjusted capitalized cost: The gross capitalized cost minus	Rent charge: The amount charged in addition to the depreciation and any amortized amounts. Total of base payments: The depreciation and any amortized amounts plus the rent charge. Lease Term: The number of months in your Lease. Lease payments: The number of payments in your Lease.	\$ <u>44372.53</u> - \$ <u>3500.00</u> = \$ <u>40872.53</u> + \$ <u>516.37</u> = \$ <u>7706.40</u> = \$ <u>24</u> = \$ <u>24</u>
---	--	--

Adjusted capitalized cost. The amount used in calculating your lease payment.	\$ 40,000.00	Lease payments. The number of payments in your Lease	36
Residual Value. The value of the Vehicle at the end of the Lease used in calculating your lease payment.	\$ 24,000.00	Base Payment	\$ 1,000.00
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal wear and for other items paid over the Lease Term.	\$ 16,000.00	Sales tax	\$ 1,000.00
		Total payment	\$ 2,000.00

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.

Excessive Wear and Use: You may be charged for excessive wear based on our standards for normal use and mileage or excess of 12,000 miles per year at the rate of \$ 0.10 per mile. (Excess Mileage Charge)

☐ **Purchase Option at End of Lease Term:** If the box in this line is checked, you have the option to purchase the Vehicle at the end of the Lease Term for \$ 24,000.00 and a purchase option fee of \$ 300.00. The purchase option price does not include official fees such as those for taxes, tags, license and registration, which you will also be required to pay.

Other Important Terms: See Lease documents for additional information on early termination, purchase options and other important responsibilities, warranties, title and related charges, insurance, and any security interest, if applicable.

Itemization of Gross Capitalized Cost

Agreed upon value of the Vehicle	\$ 44,170.53	Extended Warranty and Service Contract	\$ N/A	Application fee	\$ N/A
Sales or Use Tax and Any other applicable taxes	\$ N/A	Documentation fee	\$ N/A		\$ N/A
Title, License and Registration fee	\$ N/A	Outstanding Prior Credit or Lease Balance and Negative Equity	\$ N/A		\$ N/A
				Total	\$ 44,170.53

If you do not meet your Contract obligations, you may lose the right to use the Vehicle under this Lease.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required as part of this Lease and will not be a factor in our decision to lease the Vehicle to you.

Your signature below indicates that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage as offered.

☐ Service Contract

Term: N/A
Price: \$ N/A
Coverage: N/A

☐ Gap Waiver or Gap Coverage

Term: N/A
Price: \$ N/A
Coverage: N/A

☐ Mechanical Breakdown Protection (MBP)

Term: N/A
Price: \$ N/A
Coverage: N/A

☐ Extended Warranty

Term: N/A
Price: \$ N/A
Coverage: N/A

Name N/A Date N/A

Name N/A Date N/A

Additional Terms

Additional Fees and Charges: Information about a Security Deposit and a Late Charge can be found in the Additional Lease Terms section. In addition to the other amounts mentioned in this Lease, you agree to pay the following:

- Vehicle Return Fee. You will pay a Vehicle Return Fee of \$ 400.00 if the Lease is terminated before the end of the scheduled Lease Term and the Vehicle is returned to us with any excess. This Fee

Other Terms

N/A

Notices

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

Notice. You have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle.

Arbitration. This Lease contains an Arbitration Agreement that affects your rights. By signing this Lease, you agree to the terms of the Arbitration Agreement.

Signatures

Entire Agreement. Your and our entire agreement is contained in: (a) this Lease; and (b) any related agreement between you and us about conditions that must be satisfied after delivery of the Vehicle. There are no unwritten agreements regarding this Lease. Any change to the Lease must be in writing and signed by you and by us.

Name CHRISTOPHER A. CATON Date 02/26/2014

Name N/A Date N/A

Notice to Lessee: (1) Do not sign this Lease before you read and understand any other notices; (2) You are entitled to a complete, plain copy of this Lease. This is a lease agreement and not a purchase agreement. Please seek independent professional

Name _____ Date _____

Name _____ Date _____

Additional Terms

Additional Fees and Charges: Information about a Security Deposit and a Late Charge can be found in the Appendix Lease Terms section. In addition to the other amounts promised in this Lease, you agree to pay the following:

- **Vehicle Return Fee.** You will pay us a Vehicle Return Fee of \$ 100.00 if this Lease is terminated before the end of the scheduled Lease Term and the Vehicle is returned to us or to our agent. This fee will be added to the Lease costs early by your purchase of the Vehicle.
- **Disposition Fee.** You will pay us a Disposition Fee of \$ 500.00 when you return the Vehicle at the end of the scheduled Lease Term. This Fee will not apply if the Lease ends early or if you buy the Vehicle at the end of the Lease Term (if you have that option).
- **Official Fees and Taxes.** The estimated total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your monthly (or single) payment or assessed otherwise, is \$ 550.00. The actual total of fees and taxes may be higher or lower, depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

☐ **Service Charge for Unclaimed Security Deposit Refunds.** Unless prohibited, if we sent you a check after this Lease ends to refund the remaining portion of any Security Deposit and you do not collect that check within six months, you agree that we may deduct a monthly service charge of \$ 0.00 from the remaining portion of any Security Deposit until it is paid or otherwise refunded to you.

☐ **Warranties.** The Vehicle is subject to the following express warranties that apply to this Lease:

☐ The vehicle has the manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.

By signing this Lease, you acknowledge receiving a copy of the above written warranties. You understand that we (the Lessor) make no express or implied warranties other than those described above (if any). Except as required by law, the Lessor makes no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. Except as provided above, you will take the Vehicle as is with all faults. We do not exclude any warranties of merchantability and fitness for a particular purpose if this Lease is subject to Massachusetts or Vermont law.

Signatures

Entire Agreement. Your entire agreement is contained in (a) this Lease, and (b) any renewal agreement between you and us about conditions that must be satisfied after delivery of the Vehicle. There are no unwritten agreements regarding this Lease. Any or all of this Lease must be in writing and signed by you and by us.

Name ROBERT P. CATONE

Date

Name

Date

Notice to Lessee. (a) Do not sign this Lease before you read it or if it contains any blank spaces. (b) You are entitled to a completely filled-in copy of this Lease for the full Lease term and a purchase agreement. Please seek independent professional advice if you have any questions concerning this transaction.

By signing below, you agree to the terms on pages 1 and 2 of this Lease. You received a copy of this Lease and had a chance to read and review it before you signed it.

Name ROBERT P. CATONE

Date

Title

Name / s

Date

Lessor's Acceptance. By signing below, Lessor agrees to the terms and conditions of this Lease.

- **Lessee Dr. Inspection.** The Lessor inspected each Lessee's driver's license and compared and verified the signature on each license with a signature of each Lessee, written in Lessor's presence. Lessor believes that each Lessee providing such information is currently licensed to drive by the state of his/her residence.

- **Assignment.** Lessor assigns this Lease and all rights and title to the Vehicle to the Assignee identified below (if any). This assignment is subject to any separate Assignment Agreement between the Lessor and Assignee.

Assignee Name AP AUTO LEASE LTD

Address BOX 341272

FORT WORTH TX 76167

Phone

05/26/2014

Name

Date

Title

Model Vehicle Lease
Chrysler Capital is a wholly owned subsidiary of Chrysler Group LLC and licensed as a Securities Company USA and
Vehicle Return Fee: \$100.00

SALE AGREEMENT 5/1/2014

Page 1 of 2

- We may take any reasonable action to protect your default or to prevent further loss (including, for example, purchasing insurance that you agree to provide). Any amount we pay will be added to the amount you owe us and will be immediately due.

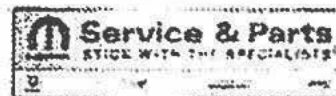
judicial proceeding, and other rights that you had or would have in such way not be available.

All your or our claims, any claim or dispute in contract, tort, statute or otherwise between you and us or our employees, agents, successors or assigns that arises out of or relates

NEW VEHICLE PREPARATION

Inspection & Road Test

1603939



Customer Name: _____

Dealer:

REEDMAN TOLL AUTO WORLD

Order: 86134

Date: _____

664177	1603939	2016	RAM 1500 SLT 4x4	3C3RR7LT5GG250366
Plate Order Number	Transfer Stock Number	Model Year	Model	Vehicle Identification # (VIN)

Please perform the inspection & adjustments as listed below.

Refer to TachNOCONNECT for proper New Vehicle Preparation Procedures and the appropriate Service Procedures for specifications. Conditions which can be corrected by minor adjustments specified below are considered part of normal New Vehicle Preparation. Items that require correction beyond the specified minor adjustments are eligible for warranty reimbursement. Please attach this form to the Repair Order.

VEHICLE READINESS

- | | |
|---|--|
| <ul style="list-style-type: none"> ☒ Keep All Protective Transit Film and Wheel Covers/Films on Vehicle Until Sold or Up To 180 Days ☒ Place vehicle in Customer Mode ☒ Inflate Tire Pressure to Max Side Wall Pressure ☒ Verify vehicle is hulk as indicated | <ul style="list-style-type: none"> ☒ Install all loose shipped items ☒ Install Front License Plate Brackets (if required) ☒ Install Antenna ☒ Perform oil, incomplete fluids and RTT's ☒ Wash Wheel Center Caps |
|---|--|

UNDERHOOD

- | | |
|--|---|
| <ul style="list-style-type: none"> ☒ Hood Latch and Safety Catch - Adjust as Needed ☒ Battery State of Charge _____ Volts ☒ Loose Attachments, Routing, Clearance, Damage (Belt Lines, Fuel Lines, Exhaust, Wiring Harnesses) | <ul style="list-style-type: none"> ☒ All Fluid Levels ☒ DO NOT Check 6-Speed Transmission Fluid Level ☒ No Fluid Leaks present |
|--|---|

UNDER VEHICLE

- ☒ No Fluid Leaks present
- ☒ All Fluid Levels (do not top off axle fluid)
- ☒ DO NOT Check 6-Speed Transmission Fluid Level
- ☒ Loose Attachments, Routing, Clearance, Damage (Belt Lines, Fuel Lines, Exhaust, Wiring Harnesses)

ROAD TEST

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> ☒ Perform road test (8-10 miles/10-15 min) guidelines on a variety of road surfaces Computer Before <u>4</u> After <u>12</u> ☒ Engine Starts With All Keys ☒ All Warning Lights and Gauges / No DTCs ☒ Keyless On ☒ Engine Starts Only in Park & Neutral ☒ Service and Parking Brakes | <ul style="list-style-type: none"> ☒ Brake Transmission Shift Interlock ☒ Automatic Transmission Shifting ☒ Engine Performance - Cold ☒ Steering and Handling ☒ Noise, Vibration, Squeaks, and/or Rattles ☒ Mirror / Deflect - Front ☒ Air Conditioning ☒ Defrost - Rear | <ul style="list-style-type: none"> ☒ Cruise Control ☒ Set Complete Vehicle / Calculation ☒ Transfer Case ☒ Tire Pressure Monitoring System ☒ Engine Performance - Warm ☒ ParkSense ☒ ParkView |
|---|--|--|

INTERIOR

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> ☒ Visually inspect Interior Parts for Damage and Fit ☒ All interior Lamps and Mirror ☒ Rear View Mirror ☒ Front Wipers and Washers ☒ All interior Doors (aka including Child Locks (if applicable)) ☒ Steering Wheel Mounted Controls ☒ Power Windows and Window Lock Switch (if equipped) | <ul style="list-style-type: none"> and One Touch Up and One Touch Down (if equipped) ☒ Power Folding Mirrors ☒ Power Heated Outside Mirrors, Fold Away ☒ Seats and Seat Belts - All Adjustments ☒ Set Clock(s) (if applicable) ☒ Audio System ☒ Satellite Radio ☒ Confirm UCONNECT Language Set To _____ | <ul style="list-style-type: none"> Mount ☒ GPS Navigation ☒ Heated Steering Wheel ☒ Rear Sliding Window ☒ Power Outlets ☒ USB Outlets ☒ Heated Seats ☒ 3rd Rowing Column |
|--|--|--|

EXTERIOR

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> ☒ Inspect Body and Paint for Damage and Fit and Finish ☒ Exterior Lamps - Headlamps, Turn Signals, Hazards, Front License Plate, Trunk Lights, etc. | <ul style="list-style-type: none"> ☒ Lock and Unlock All Doors with All Mechanical Keys including Liftgate or Trunk (as equipped) ☒ Door, Liftgate and Tailgate - Adj. Strikers as Needed | <ul style="list-style-type: none"> ☒ Security Alarm Test - All Keys ☒ Remote Keyless Entry - All Keys ☒ Remote Start - All Keys |
|--|---|--|

VEHICLE STORAGE

- | | |
|--|--|
| <ul style="list-style-type: none"> ☒ Keep All Protective Transit Film and Wheel Covers/Films on Vehicle Until Sold or Up To 180 Days ☒ Inflate Tire Pressure to Max Side Wall Pressure | <ul style="list-style-type: none"> ☒ Periodically move vehicles to prevent Flat Spotting on tires ☒ Place vehicle in Ship Mode |
|--|--|

I certify that all operations have been completed. This vehicle has been inspected, road tested & adjustments were performed in accordance with FCA US LLC procedures.

7036	<i>[Signature]</i>	Ex 106000	<i>[Signature]</i>	315-16
Technician ID	Technician Signature	Vehicle Identifier ID	Service Manager Signature	Date

FINAL DETAIL AND INSPECTION

Please perform these non-reimbursable actions just prior to delivery to ensure complete customer satisfaction.

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> ☒ Inspect Paint & Body for Damage and Fit ☒ Touch Up if Necessary ☒ Perform oil incomplete fluids and RTT's (Print a current VDP Report) | <ul style="list-style-type: none"> ☒ Place vehicle in Customer Mode ☒ Battery State of Charge _____ Volts ☒ Adjust Tire Pressures Including Spare to Door Placard ☒ Remove Interior and Exterior Transportation | <ul style="list-style-type: none"> ☒ Protective Covers ☒ Wash and Clean Vehicle Exterior ☒ Clean Vehicle Interior |
|--|---|--|

NEW VEHICLE PREPARATION

Inspection & Road Test



Dealership Authorized Signature

Date

NVP Service Actions Required

Dealer: 50134 - REEDMAN TOLL AUTO WORLD

Date: March 14, 2016 Time: 08:07:52

VIN: 3C6RR7LT6GG

Model: RAM 1500 SLT 4x4

STRICTLY CONFIDENTIAL. This information is provided to DEALER, in accordance with Section 4 of DEALER's Software License, Data Exchange and Electronic Commerce Agreement with FCA US LLC. All information provided is based on entries provided by DEALER.

Special New Model Messages

REMP/DER: Tire pressure should remain at max safe-wat pressure until test drive or vehicle delivery to customer when it should be set to proper pressure

Service Actions

Recall Information

No Incomplete Recall Information Available

RRT Information

No Incomplete RRT Information Available

NVDR Status Confirmation

Sales Data		Fleet Data
VIN:	3C6PRT6T8G [REDACTED]	Fleet Account 1:
Type of Sale:	6	Fleet Account 2:
Type Sale Description:	RETAIL LEASE	Fgm IDs:
Sold to IN/Dealer:	15/00124	
Transfer to IN/Dealer:		
Processing IN/Dealer:	15/00124	
Delivery/Inservice Date:	March 26, 2014	Bid Number:
Original Reported Date:	March 26, 2014	Warranty Date:
Sold Code:		Odometer:
Sold Code Description:		Repair Number:
Processed Date:	11:24 March 28, 2015	Repair Order Date:
Lease Finance Term:	24	Incentive:
Salesperson ID:	5144930	Service Contract:
Business Manager (F&I) ID:	5157979	
Sales Manager ID:	5631973	
Processed By:	DC INVER	
Status:	ACCEPTED	
User ID:	5122355	

Customer Information			
Customer ID:	[REDACTED]	Sex:	Male
Title:	01 - MR.	Middle:	F
First Name:	[REDACTED]		
Last Name:	[REDACTED]		
Business Name:			
Street Address:	[REDACTED]		
City:	SAFETY HILL		
State:	CA	ZIP:	[REDACTED]
Primary Phone:	[REDACTED]	Business:	
eMail:	[REDACTED]		
Contact Preference:	eMail		
Language Preference:	010 - ENGLISH		

REEDMAN TOLL

AUTO WORLD

PAGE 1 OF 1

1700 E. Lincoln Highway Langhorne, PA 19047
 (215) 757-4961
 www.reedmantoll.com

21952

AMOUNT	PAID BY	COMMENT
350.00	VM	DOWN PAYMENT

FREDERICK P CATONA
 887 VILLAGE CIRCLE
 BLUE BELL PA 19422
 71132

TOTAL RECEIVED: 3350.00

DATE-TIME: 26MAR2016 18:32
 CASHIER: 6980
 LOCATION:
 CASH DRAWER:

ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
10	55	10	2020	350.00		
		10	210	-350.00	71132	6973

REEDMAN TOLL AUTO WORLD
1700 E LINCOLN HIGHWAY
LANGHORNE PA 19047
215 7574961

DEAL# 232261

WE OWE

065626

NAME [REDACTED] STK. NO. 1603939 NEW XX USED
ADDRESS [REDACTED] YEAR 2016 MAKE RAM
CITY BLUE BELL STATE PA ZIP [REDACTED] MODEL 1500
PHONE [REDACTED] VIN NO 3C6RR7LT6GG [REDACTED]
SALESPERSON WEBB, MATTHEW DEL DATE 03/26/2016

QTY	NAME OF ITEM	PART	LABOR
	CREAT SERVICE ONLY		
	NOTHING OWED NOTHING PROMISED		

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE and that I have made an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT)

CUSTOMER

DATE

03/26/2016

APPROVED

[Signature]

MGR

DEAL JACKET

THE CUSTOMER HAS BEEN ADVISED OF THE TERMS OF THIS WE-OWE AND HAS AGREED TO THE TERMS OF THE WE-OWE.

1603939

FCA US LLC INVOICE					
10393-A	PLANT	ZONE	DEALER	VEHICLE ID NUMBER	INVOICE NO.
	SALTILLO	35	ED134	106RR7LTS66	
SHIP REEDMAN TOLL AUTO WORLD					INVOICE DT.
TO: 1700 E LINCOLN HWY					02/12/15
LANGHORNE PA 19047-				IGN KEY	
				TRK KEY	
				ACC KEY	
SOLD REEDMAN TOLL AUTO WORLD					8475-01-2312
TO: 1700 E LINCOLN HWY					
LANGHORNE PA 19047-				SHIPPING WT. 5247	
PAID FOR BY: JULY				SAB HF 49.2	
CREDIT SALE AX CASH SALE				631-072404-00	
BODY & EQUIP.	DESCRIPTION				FACTORY WHOLESALE PRICE

DRCH98	RAM 1500 SLT CREW CAB 4X4	38,539.00
PAG	Granite Crystal Met Clear Coat Paint	
MTXS	Premium Cloth Bucket Seats	211.00
ADB	Protection Group	136.00
AGF	Heated Seats and Wheel Group	421.00
CLF	Front and Rear Rubber Floor Mats	81.00
DFK	8-Speed Automatic 8HP70 Transmission	425.00
DSA	Anti-Spin Differential Rear Axle	315.00
EZH	5.7L V8 HEMI MDS VVT Engine	375.00
CFA	Rear Window Defroster	166.00
RA4	Uconnect 8.4 NAV	510.00
YGE	5 Additional Gallons of Gas	11.00
ZTS	Customer Preferred Package 2TS	
26S	Customer Preferred Package 26S	2,180.00
39J	Package Value Savings of \$2,000	
342	DESTINATION CHARGE	1,195.00
	KB142000	
	MDH # 021112	
	EP 41101	
	FE 44785	

USE DEALERCONNECT TO OBTAIN KEY INFORMATION

MSRP RETAIL TOTAL	48,525.00	TOTAL	45,162.00
		ORIGINAL INVOICE	
THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.			

IDENTITY THEFT PREVENTION PROGRAM WORKSHEET

DEAL# 232261

(Retail Installment Sale Contract and Lease Agreement)

[Redacted]		BLUE BELL PA 19422		State	Zip	County
2016	RAM	1500	3 C 6 R R 7 L T 6 G G [Redacted]			

As part of our Identity Theft Prevention Program ("Red Flags Program"), this dealership completes this worksheet prior to delivery of a vehicle pursuant to all retail installment sale contracts and lease agreements.

Acceptable Identification

Customer must present one of the following forms of identification. Dealer personnel are required to check the box next to the form of identification accepted.

- ☒ Unexpired, state government issued driver's license with picture
☐ Unexpired, state government issued identification card with picture
☐ Other
- ☐ Unexpired U.S. military identification card with picture
☐ Unexpired U.S. passport

Approved by:

(Note: "Other" identification must be approved by the dealer principal, general manager or Red Flags Manager)

Red Flags Checklist

Our dealership has identified the following identity theft Red Flags. In the event any of the following Red Flags are detected during the transaction, dealership personnel are required to take the action(s) identified in the "Red Flag(s) Detected" section on the reverse side of this worksheet. NOTE: A CONSUMER CREDIT REPORT MUST BE OBTAINED IN ORDER TO PROPERLY CHECK FOR RED FLAGS AND COMPLETE THIS WORKSHEET

Credit Report Red Flags	No	Yes	Suspicious Personal Information Red Flags	No	Yes	
A notice of credit freeze is returned when a credit report is requested (If this Red Flag is detected, STOP and see "FREEZE NOTICE" on reverse side).	☒	☐	21 The address provided by the customer on the credit application does not match any address in the customer's credit report.	☒	☐	
A fraud or solve duty alert appears on the customer's credit report.	☒	☐	22 The address provided by the customer on the credit application is a P.O. box or mail drop.	☒	☐	
23 A credit bureau provided a notice of address discrepancy.	☒	☐	Customer refuses to complete a credit application in its entirety.	☒	☐	
The customer's credit report shows three or more inquiries within the last 30 days.	☒	☐	Personal Behavior Red Flags		No	Yes
The customer's credit report shows two or more new accounts opened within the last 30 days.	☒	☐	Customer appears nervous, unusually nervous and agitated.	☒	☐	
The customer's credit report shows a account closed due to fraud or abuse of account privileges.	☒	☐	Customer is pressuring dealership personnel to rush through the vehicle purchase.	☒	☐	
The customer's credit report contains an alert, warning or notice with respect to the Social Security number used by the customer.	☒	☐	Customer appears to be unusually disinterested in the price of the vehicle.	☒	☐	
24 The customer's credit report contains an alert, warning or notice with respect to the address used by the customer.	☒	☐	Customer objects in negotiations via telephone/email/internet and does not visit the dealership to present ID and original paperwork.	☒	☐	
The customer's credit report shows "no record found" or similar designation.	☒	☐	Notice of Identity Theft Red Flag		No	Yes
The customer's credit report shows more than three trade-lines.	☒	☐	The dealership has received a notice from law enforcement, a victim of identity theft, or other source related to this customer.	☒	☐	
Suspicious Documents/ID Red Flags			Miscellaneous Identified Red Flags		No	Yes
Signature on form of identification does not match signature on credit application, contract or other documents.	☒	☐			☒	☐
Form of identification appears to be altered or forged.	☒	☐			☒	☐
Picture on form of identification does not look like customer.	☒	☐			☒	☐
The physical description on form of identification does not match the physical appearance of customer.	☒	☐			☒	☐
Information on form of identification does not match information provided by customer on credit application.	☒	☐			☒	☐
Customer presents an out-of-date or foreign driver's license or identification card as primary form of identification.	☒	☐			☒	☐

These Red Flags must be filled out to indicate an address or inquiry that the customer is applying for. See "Check Address and Inquiry" on the reverse side of this worksheet.

I hereby certify that I have diligently checked for the presence of all the above Red Flags that have been identified by this dealership. THE REVERSE SIDE OF THIS FORM MUST BE COMPLETED IN THE EVENT ANY OF THE ABOVE RED FLAGS WERE DETECTED (I.E., ANY ITEM WAS MARKED "YES").

Dealer Personnel Signature

APPLICATION FOR SECURED CREDIT

DATE OF APPLICATION		SALES CONTRACT NO.		SALES PERSON		CLOCK NUMBER	
APPLICANT'S EMAIL ADDRESS Fred@PLUMPRIZE.COM						WORK PHONE NUMBER 688 229 7595	
DATE OF BIRTH 4.12.46		SOCIAL SECURITY NUMBER 156 24 5468		CELL PHONE NUMBER 610 357 8653		HOME PHONE NUMBER 215 646 1127	
NAME OF APPLICANT		FIRST [REDACTED]		MIDDLE P		LAST CATON	
CURRENT ADDRESS		STREET / CITY / STATE [REDACTED]		ZIP CODE [REDACTED]		HOW LONG 11 years	
PREVIOUS ADDRESS		STREET / CITY / STATE [REDACTED]		ZIP CODE [REDACTED]		HOW LONG 2 years	
☒ OWN ☐ RENT		MORTGAGE / LANDLORD		MONTHLY PAYMENT \$2,000		HOW LONG 2	
EMPLOYERS NAME PLUM PRIZE INT.		POSITION CEO		MONTHLY GROSS PAY 5,000		HOW LONG 2	
EMPLOYERS ADDRESS 2010 LANCASTER RD		CITY / STATE DEVON PA		ZIP CODE 14332			
PREVIOUS EMPLOYER		COMPANY NAME		STREET / CITY / STATE		ZIP CODE	
ADDITIONAL INCOME Social Security		SOURCE		PHONE NO.		MONTHLY GROSS PAY 1,000	
COMMENTS Real Estate Rentals						5000 net 1,000	
5 PERSONAL REFERENCES ARE REQUIRED THAT DO NOT RESIDE AT YOUR CURRENT ADDRESS							
NAME		STREET / CITY / STATE		ZIP CODE		PHONE NUMBER	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
NAME		STREET / CITY / STATE		ZIP CODE		PHONE NUMBER	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
NAME		STREET / CITY / STATE		ZIP CODE		PHONE NUMBER	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
NAME		STREET / CITY / STATE		ZIP CODE		PHONE NUMBER	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
NAME		STREET / CITY / STATE		ZIP CODE		PHONE NUMBER	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
CO-APPLICANT'S INFORMATION							
CO-APPLICANT'S EMAIL ADDRESS						WORK PHONE NUMBER	
DATE OF BIRTH		SOCIAL SECURITY NUMBER		CELL PHONE NUMBER		HOME PHONE NUMBER	
NAME OF CO-APPLICANT		FIRST		MIDDLE		LAST	
CURRENT ADDRESS		STREET / CITY / STATE		ZIP CODE		HOW LONG	
PREVIOUS ADDRESS		STREET / CITY / STATE		ZIP CODE		HOW LONG	
☐ OWN ☐ RENT		MORTGAGE / LANDLORD		MONTHLY PAYMENT		HOW LONG	
EMPLOYERS NAME		POSITION		MONTHLY GROSS PAY		HOW LONG	
EMPLOYERS ADDRESS		STREET / CITY / STATE		ZIP CODE			
PREVIOUS EMPLOYER		COMPANY NAME		STREET / CITY / STATE		ZIP CODE	
ADDITIONAL INCOME		SOURCE		PHONE NO.		MONTHLY GROSS PAY	
COMMENTS							

Permanent Possession of Your Vehicle is Subject to the Approval by a Financial Institution to Purchase your Sales Contract

For The Purpose Of Securing Credit, I/We Certify That The Above Information Is True And Complete To The Best Of My/Our Knowledge. Applicant(s) Further Certify That I/We Have Attained The Age Of Majority. Applicant(s) Authorizes You To Check My/Our Credit And Employment History And To Provide And/ Or Obtain Information About Credit Experience With Me/Us.

 X [REDACTED]
 Applicant's Signature

 3/26/14
 Date

 X [REDACTED]
 Co-Applicant's Signature

Date

TRANSACTION CREDIT REPORT
[ID#] [SUB NAME] [INKT SUB] [INFILE] [DATE] [TIME]
[X] A 001488176 REEDMAN TOLL 17 PM 4/74 02/26/16 14:55CT

[SUBJECT] [SSN] [BIRTH DATE]
CARTER, FRED P. 11-6-14-5454 4/48
[ALSO KNOWN AS]

[CURRENT ADDRESS] [DATE RPTD]
[REDACTED] BLUE HILL PA. [REDACTED] 7/05

[PREVIOUS ADDRESS] [DATE RPTD]
[REDACTED], BLUE HILL PA. [REDACTED] 5/15
9 HIGHLAND AV., FLOUETOWN PA. [REDACTED]

[CURRENT EMPLOYER AND ADDRESS] [POSITION] [VERF] [RPTD]
BULLDOZER DIGITAL 2/12 2/13

[FORMER EMPLOYER AND ADDRESS] [POSITION] [VERF] [RPTD]
SELF EMPLOYED OWNER 12/07
BLUE HILL PA.

CREDIT SUMMARY # R S TOTAL FILE HISTORY
PRD COLLO HQD=0 WHTED=0 TRD=1 RVL=11 INCT=0 MTG=1 OFN=0 INQ=12
HIGH CARD CRED LIM BALANCE PAST DUE MONTHLY PAY AVAILABLE
REVOLVING: \$28.7K \$92.1K \$1542 \$0 \$67 981
MORTGAGE: \$116K \$0 \$34.1K \$0 \$0
TOTALS: \$144K \$92.1K \$45.7K \$0 \$67

SPECIAL MESSAGES
CONSUMER STATEMENT: SEE END RPT

MODEL PROFILE ***ALERT***
***FICO AUTO SCORE & ALERT: SCORE 824 : CBS, OLC, GCL, G97 *** IN ADDITION
TO THE FACTORS LISTED ABOVE, THE NUMBER OF INQUIRIES ON THE CONSUMER'S
CREDIT FILE HAS ADVERSELY AFFECTED THE CREDIT SCORE

TRADE
SURNAME SURCODE OPENED HIGH-CRED TERMS MAXDMLQ PAYPAT 1-12 MGP
ACCOUNTS VERIFIED CREDIT PASTDUE ANT-MGP PAYPAT 13-24
BORA COLLATL/LOANTYPE CLOS/RO BALANCE REMARKS MO 10/60/60
ENCLYBANKDE B 1218601 5/11 36824 MIN17 11111111111 R01
1/16A 119.0K 57 11111111111
I FLEXIBLE SPENDING \$553 48 0/ 0/ 0
BK OF AMER B 6331052 5/70 \$10.1K MIN25 11111111111 R01
3/16A \$23.3K \$0 11111111111
I FLEXIBLE SPENDING \$555 48 0/ 0/ 0
CAPITAL ONE B 107V601 4/15 \$1574 MIN18 11111111111 R01
3/16A \$50.9K \$0
I BUSINESS CREDIT C 397 10 0/ 0/ 0
POWER LOAN B 9127004 9/05 \$216K 360M 11111111111 M01
12/16A \$0 11111111111
I CONVENTIONAL REAL 194 1K 24 0/ 0/ 0
BENEFICIAL B 0918001 7/14 \$11.9K 11111111111 C01
5/15A \$50.9K 30 1
C CREDIT LINE RECTR 7/15C \$0 CLOSED 11 0/ 0/ 0
BK OF AMER B 4276002 9/65 \$126K 360M733 11111111111 M01
11/11A \$0 11111111111
I CONVENTIONAL REAL 11/15C \$0 TRANSFER: OTHER LENDER 48 0/ 0/ 0
CHASE B 2407001 10/07 \$9681 11111111111 R01
1/13A \$6700 30 11111111111
I CREDIT CARD 6/11C \$0 ACCT CLSD BY CONSUMER 48 0/ 0/ 0
CITI B 5408002 10/99 11111111111 R01
5/12A \$6700 30 11111111111
I CREDIT CARD 5/12C \$0 ACCT CLSD BY CONSUMER 44 0/ 0/ 0
DISCOVERBANK B 9616001 11/08 \$4585 11111111111 R01
6/12A \$7800 30 11111111111
I CREDIT CARD 6/12C \$0 ACCT CLSD BY CONSUMER 43 0/ 0/ 0

BN OF AMER	N 4278092	9/05	50		111111111111 C01
		10/10A	104 SK	50	11111111
I	HOME EQUITY LOAN	10/10C	50	ACCT CLSD BY CONSUMER 22	0/ 0/ 0
CAPITAL ONE	N 1074708	11/07	\$1275		111111111111 P01
		7/09A	\$5400	50	11111111
I	CREDIT CARD	1/09C	50	ACCT CLSD BY CONSUMER 20	0/ 0/ 0
ORIENTAL INTL	2 1015003	9/05	71257	3654713	111111111111 M01
		12/08A	50		111111111111
I	CONVENTIONAL REAL	12/08C	50	TRANSFER: OTHER LENDER 34	0/ 0/ 0
ORIENTAL INTL	2 1015003	9/05	71257	3654713	111111111111 C01
		12/08A	50		111111111111
I	HOME EQUITY LOAN	12/08C	50	TRANSFER: OTHER LENDER 34	0/ 0/ 0
DISCOVER BANK	N 0616003	4/07	50		111111111111 R01
		11/08A	14000	50	11111111
I	CREDIT CARD	11/08C	50	ACCT CLSD BY CONSUMER 13	0/ 0/ 0

INQUIRIES

DATE	SUBCODE	SURNAME	TYPE	AMOUNT
3/28/16	ACH14841751CHI	REEDMAN TOOL		
3/24/16	ADA9834553(CAL)	BRIDEN MOTOR		
5/29/15	2M01025582(SCT)	EMS QUICKEN		
5/12/15	2M01025582(SCT)	EMS QUICKEN		
4/18/15	BPC2699874(NTL)	CAD ONE		
2/08/15	BPH0005391(EAS)	BENEFICIAL B		
1/28/15	2M01025582(SCT)	EMS QUICKEN		
12/29/14	PC01099181(CAL)	CLG/QUICKEN		
12/26/14	2M01025582(SCT)	CREDIT EDGE		
12/26/14	2M01025582(SCT)	EMS QUICKEN		
8/14/14	2M01025582(SCT)	EMS QUICKEN		
4/11/14	BPH0005391(EAS)	BENEFICIAL B		

CONSUMER STATEMENT

DO NOT CONFUSE WITH CONSUMERS OF SIMILAR IDENTIFICATION. VERIFY ALL IDENTIFYING INFORMATION.

CREDIT REPORT SERVICED BY:

TRANSUNION 800-888-4213
 2 BALDWIN PLACE, P. O. BOX 1000, CHESTER, PA 19022
 Consumer disclosures can be obtained online through TransUnion at:
<http://www.transunion.com>

END OF TRANSUNION REPORT

Frederick & Catena
587 L'Ange Circle
Pine Hill, PA, 19422
2156491133

REEDMAN TOU-1 AUTO WORLD
1700 EAST LINCOLN HIGHWAY
LANGLISHPARK, PA, 19047-0801
2157774961

Your Credit Score and the Price You Pay for Credit

Your Credit			
Your credit score	836 Source : Equifax Model : FACTA BEACON 3.0 Auto Industry Option Date : 2016-03-26 15:55:36	820 Source : Experian Model : FICO Auto V3 Date : 2016-03-26 15:55:36	836 Source : TransUnion Model : FICO Auto 08 Date : 2016-03-26 15:55:36

Understanding credit scores																																	
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.																																
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																																
The range of scores	Scores range from a low of 250 to a high of 900. Generally, the higher your score, the more likely you are to be offered better credit terms.																																
How your score compares to the scores of other consumers	% of consumers with scores in a particular range <table><thead><tr><th></th><th>[Equifax]</th><th>[Experian]</th><th>[TransUnion]</th></tr></thead><tbody><tr><td>0.0</td><td>0.0</td><td>0.0</td><td>0.0</td></tr><tr><td>8.2</td><td>8.2</td><td>7.0</td><td>7.9</td></tr><tr><td>23.1</td><td>23.1</td><td>21.1</td><td>21.5</td></tr><tr><td>31.1</td><td>31.1</td><td>31.9</td><td>30.3</td></tr><tr><td>23.4</td><td>23.4</td><td>24.7</td><td>27.4</td></tr><tr><td>12.5</td><td>12.5</td><td>11.2</td><td>12.2</td></tr><tr><td></td><td>[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]</td><td>[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]</td><td>[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]</td></tr></tbody></table> Score Range		[Equifax]	[Experian]	[TransUnion]	0.0	0.0	0.0	0.0	8.2	8.2	7.0	7.9	23.1	23.1	21.1	21.5	31.1	31.1	31.9	30.3	23.4	23.4	24.7	27.4	12.5	12.5	11.2	12.2		[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]	[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]	[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]
	[Equifax]	[Experian]	[TransUnion]																														
0.0	0.0	0.0	0.0																														
8.2	8.2	7.0	7.9																														
23.1	23.1	21.1	21.5																														
31.1	31.1	31.9	30.3																														
23.4	23.4	24.7	27.4																														
12.5	12.5	11.2	12.2																														
	[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]	[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]	[250-350] [351-500] [501-600] [601-700] [701-800] [801-900]																														

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report -- By telephone: Call toll-free 1-877-322-8228 On the web: Visit www.annualcreditreport.com By mail: Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at http://www.ftc.gov/bcarchive/bcarchiveconsumercreditreport.pdf). Annual Credit Report Request Service, P.O. Box 16828, Atlanta, GA 30316-5281
How can you get more information?	For more information about credit reports and your rights under federal law, visit Federal Reserve Board's web site at www.frb.org or the Federal Trade Commission's web site at www.ftc.gov

X

Frederick & Catena

FACTS**WHAT DOES REEDMAN TOLL AUTOWORLD
DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Reedman Toll Autoworld chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Reedman Toll Autoworld share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions?

Call 1-800-919-8200 or go to reedmantoll.com

Who we are

Who is providing this notice?

Reedman Toll Autoworld

What we do

How does Reedman Toll Autoworld protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Reedman Toll Autoworld collect my personal information?

We collect your personal information, for example, when you

☐ Open an Account or Deposit Money

☐ Pay your Bill or Apply for a Loan

☐ Use your Credit or Debit Card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies

Why can't I limit all sharing?

Federal law gives you the right to limit only

☐ sharing for affiliates' everyday business purposes—information about your creditworthiness

☐ affiliates from using your information to market to you

☐ sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

☐ Roberts Auto Mall, Reedman Toll Fiat, Reedman Toll Pre-Owned, Reedman Toll Chevrolet, Reedman Toll Lincoln Mercury, Reedman Toll Chrysler Jeep Dodge, Reedman Toll Mazda, Reedman Toll Subaru, Jaguar of Langhorne

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

☐ Financial Institutions, Manufacturers, Warranty Service Providers.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Other important information

Purchaser

Date

3-24-10

Purchaser

Date

3-24-10

Co-Purchaser

Date

(Print Name)

Co-Purchaser

Date

(Signature)



CLASS: C - Single/Comb + 26.001

RST: 1 - Pennsylvania, in the year

END

KN 5399

A. J. ...
...
...
...
...
...



Pennsylvania
DRIVER'S LICENSE
PA

343

Blue Bell, PA

DL

No. [REDACTED] Date: 01/01/01
DOB: [REDACTED] Sex: M
Class: C Eye: BRO
Endorsement: None Height: 5'11"
Compl. and Reg. 7/1
Issue: 03/10/2014
Expires: 04/11/2018

DELIVERY CHECKLIST

232261

☐ WAITING

OR

☒ DELIVERY DATE

3/26/2016

YEAR 2016 MAKE Ram MODEL 1500 STK# [REDACTED]

CUSTOMER [REDACTED] DEAL # 232261

LAST 8 VIN G G [REDACTED] MILEAGE 15

BANK: Chrysler Cap DESKING MANAGER: Jonathan

INSURANCE COMPANY

Farmers

POLICY NUMBER

EXPIRATION DATE

08/09/2016

AGENT

Ed Gule

ADDRESS

3134 Butler Pike

Plymouth Meeting PA 19462

(610) 832-1400

TELEPHONE

DEAL TYPE LEASE ☐ CASH ☐ FINANCE ☒ LEASE ☐ BALLOON

PLATES / STATE PA ☒ NEW ☐ TRANSFER ☐ CAR ☒ TRUCK



☐ YES ☒ NO

IS THIS VEHICLE EQUIPPED WITH ONSTAR?

IF YES, DESK MUST COMPLETE ONLINE ENROLLMENT

EMPLOYEE DEAL

AUTHORIZATION NUMBER

DRIVER'S LICENSE (BOTH IF CO-BUYER)

INSURANCE CARD / INFO WITH AGENT ADDRESS & TELEPHONE NUMBER

REGISTRATION CARD (IF TRANSFERRING)

SIGNED BUYERS GUIDE (USED VEHICLES)

IS VEHICLE CERTIFIED USED?

GM / CHRYSLER / LM / JAGUAR

PINK SLIPS

ADVANCE DELIVERY SHEET (COMPLETED IN FULL)

REEDMAN-TOLL BUYERS ORDER (CURRENT ODOMETER READING)

REBATE / PROGRAM OFFERS SHEET FROM REEDMAN SYSTEM

STAMPED BY MANAGER

APPRAISAL RECONDITIONING FORM (YEAR, MAKE, BODY, COLOR, MILEAGE AND

FLOOD/SALVAGE SIGNATURE)

PAYOFF SLIP (IF APPLICABLE)

TITLE TO TRADE(S) AND REGISTRATION CARD (IF TRANSFERRING)

LEASE DEALS: (ADDITIONAL FORMS NEEDED FROM MARKET SCAN)

PURCHASE INFORMATION SHEET

CUSTOMER CASH / EQUITY RECAP FORM

LEASE INCEPTION FERS FORM

MSRP ADJUSTMENT RECAP FORM

DOWN PAYMENT TYPE

☐ NONE

☐ CASH

☐ CREDIT CARD

☐ PERSONAL CHECK

☐ BANK (OUTSIDE FINANCING)

☐ CERTIFIED FUNDS

WE OWE FORM

Maintenance Advantage

VEHICLE OWNER			VEHICLE INFORMATION		
Name [REDACTED]			Vehicle Identification Number JC6RR7L7950 [REDACTED]		
Address [REDACTED]			Year Make Model 2016 RAM RAM TRUCK 1500 SLT		
City BLUE BELL	State PA	Zip Code [REDACTED]	# Cylinders 15		
If a business name is listed above, please name the Primary Driver of the vehicle			Odometer Reading 15		
			Vehicle Date of Sale 03/26/2016		
			Vehicle Purchase Price \$48,525.00		
SELLER			Check if vehicle is:		
Name REEDMAN-TOLL AUTO WORLD (HG)			☐ Diesel Powered		
Address 1700 E LINCOLN HWY			☐ Turbo/Super Charged		
City LANCASTER	State PA	Zip Code 19387	☒ 4WD/AWD		
			☐ Manufacturer Certified Vehicle		
LIENHOLDER			COMPLIMENTARY MAINTENANCE PLAN FROM SELLER		
Name CHRYSLER CAPITAL			Complimentary Term: 74 months		
			Complimentary Service Interval: 7500 miles		
			Service A: 4 Service B: 0		

V43320DP (04/14)		OPTIONAL MAINTENANCE PLAN	
Plan Date of Sale: 03/26/2016	Plan Purchase Price: \$		
Plan Term: months	Plan Service Interval: miles		
	Service A: Service B:		
For seller use only. Plan Class Selection: A000:			

ACKNOWLEDGEMENT	
You (Vehicle Owner) acknowledge You must return to the Seller to receive the Complimentary Maintenance Service and any additional services from the Optional Maintenance Plan. The purchase of the Optional Maintenance Plan is not required in order to purchase, register or obtain financing for this vehicle. Please refer to your vehicle owner's manual for recommended and required maintenance services.	
By providing your cell phone number and/or email address in the following fields, you agree to receive text message and/or email communication regarding the maintenance services provided under this plan from the Seller, the administrator and their service provider. Cell Phone Number (510) 357-8653 E-mail Address fred@okimopco.com Customer's Signature [Signature]	
☐ Acceptance of Optional Maintenance Plan. I want to purchase the Optional Maintenance Plan. My signature below means that I have read, understood and agree to the services, terms, limitations and charge and have verified that the information contained above is accurate. ☒ Declination of Optional Maintenance Plan. I do not want to purchase the Optional Maintenance Plan. I understand that I will still receive the complimentary maintenance services as stated in the Complimentary Maintenance Plan section.	
Customer's Signature [Signature]	Telephone Number (510) 357-8653 Date 03/26/2016
Seller Authorized Representative Signature [Signature]	Telephone Number (215) 757-4961 Date 03/26/2016

Contract Administrator:
UNIVERSAL UNDERWRITERS SERVICE CORPORATION
 (dba UUSC Service Company in New York - Vehicle Dealer Solutions in Florida)
 7345 College Boulevard, Overland Park, KS 66211 - Customer Service (888) 835-5363

#232441

03/24/16

REEDMAN TOLL AUTO WORLD CUSTOMER SERVICE OPTIONS:

VEHICLE SERVICE CONTRACT

ACCEPT

Chapman Mac Lane

Mechanical repair protection for the covered components of your vehicle. Includes parts and labor

SECURITY GUARD

ACCEPT

698.00

Theft deterrent system which provides financial benefits to help defray expenses in the event of vehicle theft.

ROAD HAZARD TIRE & WHEEL COVERAGE

ACCEPT

595.00

Guarantee to cover tire and wheel problems

ZURICH SHIELD

ACCEPT

499.00

Environmental service contract for the protection of your exterior paint and interior fabric or leather against environmental hazards & consumable foods.

WEAR CARE AND SMARTLEASE

ACCEPT

Select prot. \$450.00

Covers excess wear under your lease. Protects against unexpected lease-end charges. Gives peace of mind throughout your lease.

GAP

ACCEPT

In lease

Gap insurance covers any remaining balance on your loan or lease after the payment from your insurance company.

PDR

ACCEPT

1518.00

Zurich Premier Dent Coverage covers minor dents and dings on your vehicle's exterior surfaces.

*****DISCLOSURE*****

THE ABOVE ITEMS ARE OPTIONAL AND THE PURCHASE OF ANY ITEM IS VOLUNTARY AND NOT REQUIRED TO OBTAIN FINANCING. THE OPTIONS AND BENEFITS LISTED ABOVE HAVE BEEN EXPLAINED TO ME AND I HAVE SELECTED THE OPTIONS INDICATED. I UNDERSTAND THAT SPECIFIC DETAILS AND COVERAGES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THEIR RESPECTIVE PRODUCT AGREEMENT. I HOLD REEDMAN TOLL AUTO WORLD HARMLESS FOR ANY REFUSAL OF ANY OPTION NOT SELECTED.

Signature

[Signature]

ACCEPT

Signature

[Redacted Signature]

DECLINE

REEDMAN TOLL AUTO WORLD
1700 E LINCOLN HWY
LANGHORNE, PA 190473042

Priced Order Confirmation (POC)

Date Printed: 2015-03-25 4:10 PM VIN: 3C5RR7LT5G Quantity: 01
Estimated Ship Date: 2015-02-11 12:55 AM VON: 35859994 Status: KZ - Released by plant and invoiced
Date Ordered: 2015-12-04 1:24 PM Ordered By: 5252106

Sold to:
REEDMAN TOLL AUTO WORLD (60134)
1700 E LINCOLN HWY
LANGHORNE, PA 190473042

Ship to:
REEDMAN TOLL AUTO WORLD (60134)
1700 E LINCOLN HWY
LANGHORNE, PA 190473042

Vehicle: 2015 1500 SLT CREW CAB 4X4 (140 in WB 5 FT 7 IN box) (DS6H3E)

	Sales Code	Description	MSRP(USD)	FVWP(USD)
Model:	US6H55	1500 SLT CREW CAB 4X4 (140 in WB 5 FT 7 IN box)	42,060	38,539
Package:	26S	Customer Preferred Package 26S	2,565	2,150
	EZH	5.7L V8 HEMI MDS VVT Engine	1,150	978
	DFK	5-Spd Auto 8HP70 Trans (Buy-US)	500	425
Paint/Seat/Trim:	PAU	Granite Crystal Met. Clear Coat	0	0
	APA	Monotone Paint	0	0
	*MJ	Premium Cloth Bucket Seats	250	213
	-X3	Black/Diesel Gray	0	0
Options:	NAS	50 State Emissions	0	0
	QFA	Rear Window Defogger	195	156
	DSA	Anti-Spin Differential Rear Axle	370	315
	CLF	Front & Rear Rubber Floor Mats	55	51
	AQF	Heated Seats and Wheel Group	465	421
	ADB	Protection Group	150	126
	YEP	Manufacturer Statement of Origin	0	0
	RA4	Uconnect 8.4 NAV	500	510
	YGE	5 Additional Gallons of Gas	0	11
	5N6	Easy Order	0	0
	4EX	Sales Tracking	0	0
Discounts:	39J	Group Discount	0	0
Destination Fees:			1,195	1,195

HB: 1,420 Total Price: 48,525 45,152
FFP: 44,755
EP: 43,104

Order Type: Retail PSP Month/Week:
Scheduling Priority: 4-Dealer Order Build Priority: 99
Customer Name:
Customer Address:

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Important Notice Regarding Your Financial Responsibility Insurance Identification Card

Farmers Insurance Company, Woodland Hills, CA 91367-1000
 1-800-441-4444 or 818-709-4444
 Farmers Insurance Company of California, 1000 California Street, Suite 1000, San Francisco, CA 94109-1000

For more information, please call 1-800-441-4444 or 818-709-4444.

For more information, please call 1-800-441-4444 or 818-709-4444.

This document is not a contract. It is only a notice of the information that is required to be provided to you by the state. It is not a contract and it does not create any rights or obligations.

WHAT TO DO IN CASE OF AN ACCIDENT:

Contact Farmers Claim Department

Call us 24 hours a day at (800) 445-7764

Para Español, llame al (877) 732-5109

Obtain the following information:

1. Name, address, and phone number of each driver, passenger and witness.
2. Driver's license number, vehicle description and license plate numbers.
3. Vehicle damage and accident scene photos.
4. Name of insurance company and policy number for each vehicle.
5. Report the accident to the proper authorities.
6. Do not admit fault - an investigation may later reveal you were not responsible for the accident.

Visit www.farmers.com to learn more about your self-service options. It's quick, convenient and always open!

See policy for actual coverage language.

Page 1 of 2

FOLD HERE

FOLD HERE

Pennsylvania Financial Responsibility Identification Card

Named

Address

[Redacted Name and Address]

Res. Exp. No.

In honor of 2011, 2012 and 2013
 with 11/01/11 to 11/01/13

Registered Vehicle
 (Owner's)



FARMERS
 INSURANCE

Policy Number [Redacted]

Effective 12/9/2015

Expires on 6/8/2016

This document is valid for 1 year

Financial Responsibility

RESPONSIBILITY

Mag. Number 21057

Full Agent License

11/11/11 to 11/11/13

Phone Number 818-709-4444

Agent Phone 818-709-4444

Mag. Number 21057, 11/11/11 to 11/11/13, 11/11/13 to 11/11/15, 11/11/15 to 11/11/17, 11/11/17 to 11/11/19, 11/11/19 to 11/11/21, 11/11/21 to 11/11/23, 11/11/23 to 11/11/25, 11/11/25 to 11/11/27, 11/11/27 to 11/11/29, 11/11/29 to 11/11/31, 11/11/31 to 11/11/33, 11/11/33 to 11/11/35, 11/11/35 to 11/11/37, 11/11/37 to 11/11/39, 11/11/39 to 11/11/41, 11/11/41 to 11/11/43, 11/11/43 to 11/11/45, 11/11/45 to 11/11/47, 11/11/47 to 11/11/49, 11/11/49 to 11/11/51, 11/11/51 to 11/11/53, 11/11/53 to 11/11/55, 11/11/55 to 11/11/57, 11/11/57 to 11/11/59, 11/11/59 to 11/11/61, 11/11/61 to 11/11/63, 11/11/63 to 11/11/65, 11/11/65 to 11/11/67, 11/11/67 to 11/11/69, 11/11/69 to 11/11/71, 11/11/71 to 11/11/73, 11/11/73 to 11/11/75, 11/11/75 to 11/11/77, 11/11/77 to 11/11/79, 11/11/79 to 11/11/81, 11/11/81 to 11/11/83, 11/11/83 to 11/11/85, 11/11/85 to 11/11/87, 11/11/87 to 11/11/89, 11/11/89 to 11/11/91, 11/11/91 to 11/11/93, 11/11/93 to 11/11/95, 11/11/95 to 11/11/97, 11/11/97 to 11/11/99, 11/11/99 to 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BY ~~NOT NEGOTIABLE~~
BY ~~INCORPORATED COMPANY~~

CUSTOMER PAYOFF AUTHORIZATION

DEAL # 932261 CUSTOMER ID # 7132 DATE: _____

BANK: _____

ADDRESS: _____

TELEPHONE: _____

This is to authorize release of title and payoff information:

Reedman-Toll Auto World
1700 E. Lincoln Highway
Langhorne, PA 19047

In signing this form, I understand that I am certifying the payoff balance below. In the event that the payoff amount is lower than the agreed amount, Reedman-Toll Auto World agrees to pay you the difference. In the event that the payoff amount is higher than the agreed amount, I agree to pay Reedman-Toll Auto World the difference within (6) business days.

CUSTOMER NAME: _____

ADDRESS: _____

TRADE VEHICLE: _____

VIN: _____

ESTIMATED PAYOFF: _____

ACCOUNT # _____

ACTUAL PAYOFF: \$700

+ \$18.00 = \$700

GOOD UNTIL: 1/1

PER DIEM: _____

QUOTED BY: _____

TAKEN BY: _____

SALESPERSON: _____

CUSTOMER SIGNATURE: _____



APPROVED

\$700.00



PA ON-LINE REGISTRATON PROGRAM
AUTHORIZATION FOR INQUIRY
OF MOTOR VEHICLE RECORD

The Pennsylvania Department of Transportation collects confidential and personal information from the public to administer the various PA On-Line Registration Programs (PA OLRP) for which it has responsibility. PennDOT takes this responsibility of keeping our customers information confidential very seriously. As a requirement of the PA OLRP to obtain any owner and/or vehicle information needed to assist in a transaction of a vehicle purchase, the customer's signature of authorization is required.

**** NOTICE ****

THIS FORM MUST BE MAINTAINED IN THE OFFICE OF THE
REQUESTER FOR A PERIOD OF 3 YEARS AND IS SUBJECT TO
A BUSINESS PARTNER AND/OR DEPARTMENTAL AUDIT
WITHOUT PRIOR NOTIFICATION.

➤ Complete ALL Information Requested. Please print clearly

A	OWNER INFO
	Name(s):
	Street Address: BLUE BELL
	City:
	State: PA
	Zip:
B	TYPE OF INQUIRY BEING PROCESSED TITLE TRANSFER 250366
	Vehicle Identification Number:
	Title Number:
	License Plate Number:
C	REASON FOR INQUIRY
	Please provide a brief description concerning the type of information needed to assist in the transaction.

[Redacted Signature]

03/26/2016

X

Vehicle Owner/Lease Signature

Vehicle Co-Owners Signature

Date

X [Signature]

Signature of Person processing inquiry

X [Signature]

Position Title

03/26/2016

X

Date

REEDMAN TOLL

LIMITED POWER OF ATTORNEY

Date 03/26/2016

I/We, [REDACTED] hereby name and appoint.

(Name of Purchaser/Co-Purchaser)

LESLIE LEVENDUSKY

of REEDMAN TOLL AUTO WORLD

to be my/our lawful attorney-in-fact, to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle described below, and to sign my/our name, on my/our behalf. My/Our attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/We myself could do, were I/We personally present and signing the same.

With full power of substitution and revocation, I/We hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

Vehicle Year 2016

Vehicle Make RAM

3C6RR7LT6GG [REDACTED]

N/A

(Signature of Purchaser)

(Signature of Co-Purchaser)

Sworn to and subscribed before me this

26TH

day of

MARCH

2016

(SEAL)

Notary Public

No. E884976

DEAL# 232261

TAXAL, CIVIL, STATE OF TX

MY-1 (10-14)										H. TAXFEES	
A. VEHICLE IDENTIFICATION		RAM		VEHICLE IDENTIFICATION NUMBER (VIN)		3C6RR7L1666		PU		2016	
B. APPLICANT INFORMATION		CCAP AUTO LEASE LTD		CITY		NORTH DALLAS TX		STATE		TX	
C. REGISTRATION INFORMATION		REGISTRATION		SALES TAX		03/26/2016		COUNTY CODE		03	
D. USER INFORMATION		808248405		CCAP AUTO LEASE LTD		P.O. BOX 961272		FT. WORTH, TX 76161		STATE	
E. VEHICLE TRADED		NAME OF VEHICLE		VEHICLE IDENTIFICATION NUMBER (VIN)		3C6RR7L1666		YEAR		2016	
F. ADDITIONAL VEHICLE INFORMATION		PASSENGER		PASSENGER		PASSENGER		PASSENGER		PASSENGER	
G. APPLICATION FOR REGISTRATION		ORIGINAL PLATE - CHECK ONE		TRANSFER OF PREVIOUSLY ISSUED PLATE		TRANSFER OF PLATE		TRANSFER OF PLATE & REPLACEMENT OF STICKER		TRANSFER OF PLATE & REPLACEMENT OF STICKER	
H. TAXFEES		PURCHASE PRICE		40672.53		SALES TAX		51.00		TITLE FEE	
I. SIGNATURE		SUBSCRIBED AND SIGNED TO REPORT ME		REEDMAN TOLL AUTO WORLD		859664		12/09/15		06/09/16	

CERTIFICATE OF ORIGIN FOR A VEHICLE

FCA

FCA US LLC

DATE

02-12-16

VEHICLE IDENTIFICATION

3C8RR7LT6LC

VEHICLE TYPE

CREW CAB PICKUP

4-DR

SEATING

43.1

1/2 TON 6900#

YEAR

2016

ENGINE

6

ENGINE NO.

MAKE

RAM

ENGINE DISPL.

5247

ENGINE OUTPUT

1500 SLT 4X4 Q56H98



I, the undersigned authorized representative of the company, firm or partnership named below, hereby certify that the new vehicle described above is the property of the said company, firm or partnership and is transferred on the above date and under the invoice number stated in the following certificate or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

DEALER NUMBER 60134/60134

REEDMAN TOLL AUTO WORLD

1700 E LINCOLN HWY

LANGHORNE

PA 19047

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

MAIL TO:

REEDMAN TOLL AUTO WORLD

1700 E LINCOLN HWY

LANGHORNE

PA 19047

FCA US LLC

BY:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT

AUBURN HILLS, MICHIGAN

CITY - STATE

16606575

CERTIFIED FOR SALE IN ALL 50 STATES



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.penn.gov

APPLICATION FOR LESSEE INFORMATION

APPLICATION TO ADD, CHANGE OR DELETE LESSEE
INFORMATION FOR A LEASED VEHICLE

For Department Use Only

Division of Motor Vehicles • 1501 South Fifth Avenue • Harrisburg, PA 17104-2010

CHECK ☒ THE APPROPRIATE BLOCK:

- ☐ Daily Rental Vehicle - Complete Sections A, B and E.
- ☒ Leased Vehicle - Check the appropriate box below and complete sections indicated.
- ☒ Add Lessee Information - Complete Sections A through E.
- ☐ Change Lessee Information - Complete Sections A and C (if changed), D (if changed) and E.
- ☐ Delete Lessee Information - Complete Sections A and E.

Note: Any changes in this information provided at time of the original application will require a new MV-1L to be completed and returned to the Department (i.e., daily rental to long term lease, long term to daily rental).

A VEHICLE INFORMATION				
Vehicle Identification Number 3C6RR7LT6GG		Title Number	Registration Plate Number 2FAW75200	
B VEHICLE OWNER INFORMATION - NOTE: The title will always be in the name of the owner and mailed to the owner or encumbrance holder.				
Last Name or Full Business Name CCAP AUTO LEASE LTD		First Name	Middle Name	
Street Address 8585 N STEMMONS HWY, SUITE 1100				
City NORTH DALLAS		County	State TX	Zip Code 75247
C LESSEE INFORMATION - Person/Company leasing the vehicle from the vehicle owner.				
Applicant Last Name or Full Business Name	First Name	Middle Name	PA DL or Photo ID Exp. Date	Date of Birth
				04/12/1946
Co-Applicant Last Name	First Name	Middle Name	PA DL or Photo ID	Date of Birth
N/A		N/A		N/A
Current Street Address				
City BLUE BELL		County MONTGOMERY	State PA	Zip Code
D MAILING INFORMATION - Please read each column heading.				
Check the appropriate block to indicate the proper communication	Registration owner - who keeps the registration plate when the lease expires.	Registration document recipient - who will receive the registration plate, card, sticker, weight class decal, and VIN plate.	Application to renew/transfer - who will receive the registering renewal/transfer.	
1 ☐	Vehicle Owner	Vehicle Owner	Vehicle Owner	
2 ☐	Vehicle Owner	Lessee	Vehicle Owner	
3 ☐	Vehicle Owner	Vehicle Owner	Lessee	
4 ☐	Lessee	Lessee	Vehicle Owner	
5 ☐	Lessee	Vehicle Owner	Lessee	
6 ☒	Lessee	Lessee	Lessee	
E CERTIFICATION				
I certify all information listed above is true and correct.				
			03/26/2016	
Signature of Vehicle Owner or Authorized Person			Date	

Line 232574



Road Hazard Tire & Wheel Protection

Vehicle Owner		Vehicle Information	
Name*	[REDACTED]	Vehicle Identification Number	[REDACTED]
Address	[REDACTED]	306RP71T42	
867 VILLAGE CIRCLE		Year	Make
City	State	2015	RAM
BLUE BELL	PA	Odometer Reading	RAM TRUCK 1500 SLT
If a business name is listed above, please name the Primary Owner of the vehicle		15	
		Vehicle Date of Sale	
		04/02/2016	

Seller		Commercial Use Restrictions	
Name	REEDMAN-TOLL AUTO WORLD (PA)	Vehicles used for commercial use purposes are not eligible. Please read item 10 of What is Not Covered	
Address	1700 E. LINCOLN HWY.		
City	State		
LANGHORNE	PA		
	Zip Code		
	15067		

Company Use Only	

Contract			
Date of Sale	Price	Term	Deductible
04/02/2016	\$402.00	24 months	\$0
		Unlimited Mileage	

☐ Standard Coverage Coverage Limits: No limit per tire / No limit per wheel Maximum Contract Benefit of \$1500 Includes Emergency Roadside Service	☒ Premium Coverage Coverage Limits: No limit per tire / No limit per wheel Maximum Contract Benefit of \$2850 Includes Emergency Roadside Service	☐ Luxury Coverage Coverage Limits: No limit per tire / No limit per wheel Maximum Contract Benefit of \$9900 Includes Emergency Roadside Service
--	--	--

Contract Acknowledgement	
YES! You (Purchaser) whose signature appears below, acknowledge that (1) The information contained above is, to the best of your knowledge, true; (2) The purchase of this contract is not required in order to purchase, register or obtain financing for this vehicle; (3) Coverage is limited to the original set of tires and wheels on your vehicle at the time of purchase and comparable or like replacements purchased for your vehicle during the term of this contract; and (4) This contract must be purchased on the vehicle date of sale	
Purchaser's Signature [REDACTED]	Telephone Number [REDACTED] Date 04/02/2016
Seller Authorized Representative Signature <i>Melvin J. Arz</i>	Telephone Number (215) 757-4981 Date 04/02/2016
THIS AGREEMENT IS NOT AN INSURANCE CONTRACT	

Road Hazard Tire & Wheel Protection



Vehicle Owner			Vehicle Information		
Name [REDACTED]			Vehicle Identification Number 3C5PR7L16GG [REDACTED]		
Address [REDACTED]			Year 2016	Make RAM	Model RAM TRUCK 1500 SLT
City BLUE BEL	State PA	Zip Code [REDACTED]	Odometer Reading 15		
If a business name is listed above, please name the Primary Driver of the vehicle			Vehicle Date of Sale 04/02/2016		

Seller			Company Use Only		
Name REEDMAN TOLL AUTO WORLD (INC)			* Commercial Use Restrictions: Vehicles used for commercial use purposes are not eligible. Please read item 10 of What is Not Covered.		
Address 1700 E. LINCOLN HWY					
City LANGHORNE	State PA	Zip Code 15047			
Lienholder Name NOT APPLICABLE					

Contract			
Date of Sale 04/02/2016	Price \$402.00	Term 24 months Unlimited Mileage	Deductible \$0
☐ Standard Coverage (1-1) Coverage Limits: No limit per tire / No limit per wheel Maximum Contract Benefit of \$1500 Includes Emergency Roadside Service ☒ Premium Coverage (1-2) Coverage Limits: No limit per tire / No limit per wheel Maximum Contract Benefit of \$2500 Includes Emergency Roadside Service ☐ Luxury Coverage (1-3) Coverage Limits: No limit per tire / No limit per wheel Maximum Contract Benefit of \$5000 Includes Emergency Roadside Service			

Contract Acknowledgement	
V36250AH (1/08) YES! You (Purchaser) whose signature appears below, acknowledge that (1) The information contained above is, to the best of your knowledge, true; (2) The purchase of this contract is not required in order to purchase, register or obtain financing for this vehicle; (3) Coverage is limited to the original set of tires and wheels on your vehicle at the time of purchase and comparable or like replacements purchased for your vehicle during the term of this contract; and (4) This contract must be purchased on the vehicle date of sale.	
Purchaser's Signature [REDACTED]	Telephone Number (610) 357-8653 Date 04/02/2016
Seller Authorized Representative Signature [Signature]	Telephone Number (215) 757-4561 Date 04/02/2016
THIS AGREEMENT IS NOT AN INSURANCE CONTRACT	

**ZURICH**

Service bay inspection form

Road hazard tire & wheel protection

Dealership's name: <u>London T & M</u>			
Address: <u>1051</u>			
City: <u>Longhorne</u>	State: <u>Ch</u>	Zip: <u>19047</u>	
Vehicle identification number:		Mileage: <u>569</u>	
Year: <u>16</u>	Make: <u>Borg</u>	Model: <u>For</u>	
Customer name (print):		RO#:	

Indicate location of any new tires(s). Invoice must be attached to inspection form.

- ☒ Left front ☒ Right front
☒ Left rear ☒ Right rear

Used tire(s) tread depth.

All tires must be greater than 5/32" inch to be eligible for road hazard tire & wheel protection.

Wheels

Are wheels OEM? ☐ Yes ☐ No
If No, list type and size.

Left front 9/32 Right front 9/32
Left rear 9/32 Right rear 9/32

Edge or center wear: underinflation / overinflation

- ☐ Left front ☐ Right front
☐ Left rear ☐ Right rear



Under inflate



Over inflate

Cups or dips in the tread: worn parts

- ☐ Left front ☐ Right front
☐ Left rear ☐ Right rear



Cupping

Sawtooth edge: misalignment

- ☐ Left front ☐ Right front
☐ Left rear ☐ Right rear



Inside wear



Outside wear

This certifies that the above listed inspections have been performed and that tire and wheel conditions are accurate and complete as represented above. Pre-existing conditions are not covered. Any and all repairs and/or tire replacements indicated by this inspection must be made prior to purchasing the road hazard tire & wheel protection.

Service manager

Customer

Date

REEDMAN TOLL

AUTO WORLD

PAGE 1 OF 1

1700 E Lincoln Highway Langhorne, PA 19047

(215) 757-4981

www.reedmantoll.com

34332

AMOUNT	PAID BY	COMMENT
426.12	VM	WHEEL WARRANTY

TOTAL RECEIVED: \$426.12

BLUE BELL

PA

71132

DATE-TIME: 02APR2016 17:20

CASHIER: 6979

LOCATION:

CASH DRAWER:

ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL
10	56	10	2020	426.12		
		10	210	-426.12	71132	4789



232251

CHRYSLER CAPITAL

Decision: Approved by Chrysler Capital on 03/26/2016 - 04:04 PM

Dealership Name :
REEDMAN TOLL LP ALL FINANCE SOURCES

FS App #: 77261153

Dealership Number: 37809
RouteOne App #: AD-1-42000047405540 0
Submitted by: J1JACK on 03/26/2016 - 04:04 PM
Applicant Name: [REDACTED]

Decision ID: 174725750
Analyst: Danielle Edmonds
Analyst Phone: 8004170112

Deal Recap	Decision	Application
Transaction Type	Lease	Lease
Vehicle	2016 RAM 1500	2016 Ram 1500
Tier	1	
Net Cap Cost	\$40,673.00	\$40,673.00
Cash Down	\$350.00	\$350.00
Total Cap Cost	\$3,850.00	\$3,850.00
Reduction		
Total Monthly Payment	\$372.14	\$350.00
Term	24	24
Stated Book MSRP		\$44,492.00
Lease Rate %		0.698%
Base Money Factor	0.00028	
Maximum Money Factor	0.00071	0.00028
Max Participation	0.00042	
Dealer Flat	\$150.00	

Additional Deal Information	Decision	Application
Cap Cost	\$44,523.00	
Doc Fee		\$0.00
Rebate	\$3,500.00	\$3,500.00
Decision Expiration	04/25/2016	
Credit Disability	\$0.00	\$0.00
Credit Life	\$0.00	\$0.00
GAP	\$0.00	\$0.00
Svc Contract	\$0.00	\$0.00
New/Used	NEW	NEW
VIN	1C4RR7LEGG02046	1C4RR7LEGG02046
Mileage	12	12
Stock Number		1603939
MSRP	\$48,523.00	\$48,523.00

B-0.00028 R-150 C-836

Stipulations

SECURITY DEPOSIT IS CALCULATED BY ROUNDING THE MONTHLY PAYMENT UP TO THE NEAREST \$25.
REBATES MUST BE DISCLOSED AS REBATE ON CONTRACT AND CREDIT APPLICATION. REBATES MAY NOT BE DISCLOSED AS CASH DOWN.
THE LESSOR OF THIS VEHICLE HAS ASSIGNED ITS RIGHTS (BUT NOT ITS OBLIGATIONS) UNDER THIS AGREEMENT TO PURCHASE THE LEASED ASSET(S) TO A QUALIFIED INTERMEDIARY, AS PART OF A SECTION 1031 EXCHANGE PROGRAM.
PROOF OF INSURANCE REQUIRED

Comments

Residual Percentage: 68% | Residual Amount: \$32997.00

Standard Stipulations and Conditions

The dealer is responsible for confirming all incentivized program terms and eligibility requirements thru the incentive configurator on Chrysler DealerCONNECT.
All stipulations and requirements listed on the Rate Sheet and Funding Checklist must be met prior to funding.

Chrysler Capital is a trademark of Chrysler Group LLC and licensed to Santander Consumer USA Inc.

Please Send Funding Packages to:

Contract Packages Shipping Address

Fed-Ex Only

All other Carriers

Chrysler Capital
eDocs Program, Suite 2049
4056 Wilcox Lake Boulevard
Memphis, TN 38153

Chrysler Capital
eDocs Program, Suite 2049
3205 Progress Way
Wilmington, OH 45177

Important Addresses**For Insurance - Lease**

Chrysler Capital
P.O. Box 4210
Carmel, IN 46082

For Insurance - Retail

Chrysler Capital
P.O. Box 3810
Carmel, IN 46032

For Title Work - Retail

Chrysler Capital
P.O. Box 861272
Fort Worth, TX 76161

For Title Work - Lease

CCAP Auto Lease Ltd
P.O. Box 561272
Fort Worth, TX 76161

Payments - Before deal is funded

Chrysler Capital
5201 Rula Show Dr, Suite 400
North Richland Hills, TX 76180

CHRYSLER CAPITAL

CONSUMER FUNDING REQUIREMENTS CHECKLIST

A COMPLETED CHECKLIST IS RECOMMENDED WITH EVERY DEAL.

CUSTOMER NAME

APPLICATION ID#

☐ STANDARD RATE

☐ INCENTIVIZED RATE

REQUIRED DOCUMENTS (RETAIL & LEASE):

✓ Copy of Final Approval with barcode (submit the approved callback with the structure that matches your contract)	✓ Signed Credit Application
✓ Signed Contract	✓ Assignment Form (if not assigned on contract)
✓ Lease Worksheet (Preferred for lease if applicable)	✓ Buyer's Order (Preferred)
✓ Bookout or Invoice	✓ Title Application
✓ Odometer Statement	✓ Warranty, GAP or CHAL signed contract (if applicable)
✓ Notice to Co-Signer and Third Party Guaranty Agreement (business with guaranty)	

ADDRESSES

SEND ALL FUNDING PACKAGES TO:

FEDEx

Chrysler Capital
4000 Program, Suite 2049
4054 Willow Lake Boulevard
Memphis, TN 38158

ALL OTHER CARRIERS

Chrysler Capital
4000 Program, Suite 2049
4054 Program Way
Wilmington, OH 45177

LIENHOLDER ADDRESS -

RETAIL:

Chrysler Capital
P.O. Box 961272
Fort Worth, TX 76161

TITLING INFORMATION -

LEASE:

CCAP Auto Lease Ltd.
P.O. Box 961272
Fort Worth, TX 76161

TITLING INFORMATION -

LEASE:

Santander Bank, N.A.
P.O. Box 961272
Fort Worth, TX 76161

LOSS PAYEE-RETAIL

(INSURANCE PURPOSES):

Chrysler Capital
P.O. Box 3510
Carmel, IN 46032

LESSOR INSURANCE

NOTIFICATION - LEASE:

CCAP Auto Lease Ltd.
P.O. Box 4210
Carmel, IN 46032

LESSOR INSURANCE

NOTIFICATION - LEASE:

Santander Bank, N.A.
P.O. Box 4210
Carmel, IN 46032

FIRST PAYMENT ADDRESS

(BEFORE DEAL IS FUNDED):

Chrysler Capital
5001 Rule Snow Dr, Suite 400
North Richland Hills, TX
75150-6036

PROGRAM ID#

Tier (Circle one): 1 2 3 4 5

Sign & Drive: Y or N

RETAIL/BALLOON

Buy Rate

Dealer buy down rate

+ Mark up

+ Sell Rate

Expected Dealer Participation %

Rebate Program ID #

For Balloon:

Term: 48 or 60 (Circle one)

Balloon Factor % Balloon Amount \$

Rebate Program ID #

LEASE

Base Money Factor 0.00029

+ Mark up

+ Value Security Deposit

+ Sign & Drive (if applicable)

+ Final Money Factor 0.00029

Expected Dealer Participation % 150

Term (Circle one): 24 36 48 60

Residual Value %

Acquisition Fee \$ (See current Incentivized Lease Program rules for amount)

Security Deposit \$ (if applicable, see current Incentivized Lease Program rules)

Sign & Drive: Y or N (Circle one) (See current lease rate sheet for additional money factors)

Rebate Program ID #

SOLD ORDER PROTECTION

- ✓ A signed and dated buyer's order detailing the sales price, down payment, customer incentives and customer information
- ✓ A copy of the customer's deposit or receipt
- ✓ A copy of the order confirmation
- ✓ A completed Chrysler Capital funding checklist, indicating the contract is a Sold Order Protection and the applicable program codes and date being used

Program Codes: Date:

FUNDING 855.976.9766

CREDIT 855.541.7717

BUSINESS CREDIT 855.541.7744

See Callback for stipulation

tus of your deals, please visit DealerCONNECT.

Credit Application: Applicant

First Name	Last Name	First	Initial	Date of Birth	SSN
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	04/12/1984	156-34-5458
Current Address Line 1		City		State	Zip
[REDACTED]		BIRMINGHAM		AL	[REDACTED]
Current Address Line 2		Country		Time as Resident Address	
[REDACTED]		USA		11 years 1 month	
Previous Address Line 1		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Previous Address Line 2		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Education					
Unknown					
No. of Dependents					
0					
Current Employment Title		Employment Status		Employment Type	
CEO		Full Time		Professional	
Current Employer					
Blum Price Int.					
Current Employer Address Line 1					
[REDACTED]					
Current Employer Address Line 2					
[REDACTED]					
Current Employer Phone Number		Time at Current Job		U.S. Mailing Address	
(888) 229-7535		2 years 1 month		[REDACTED]	
Previous Employer		Previous Occupation		Previous Employer Phone Number	
[REDACTED]		[REDACTED]		[REDACTED]	
Previous Employer Address Line 1					
[REDACTED]					
Previous Employer Address Line 2					
[REDACTED]					
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.					
Gross Income		Income Type		Other Income Sources	
65,000.00		Monthly		[REDACTED]	
Mortgage Type					
Buying home					
Lender Name / Mortgage Co.		Lender / Mortgage Phone Number		Monthly Payment / Mortgage Payment	
[REDACTED]		[REDACTED]		52,000.00	
Bank Name		Bank Account Type		Bank Account Type	
[REDACTED]		[REDACTED]		[REDACTED]	
Credit Reference #1 - Name / Address		Credit Reference #1		Credit Monthly Payment #1	
[REDACTED]		[REDACTED]		[REDACTED]	
Credit Reference #2 - Name / Address		Credit Reference #2		Credit Monthly Payment #2	
[REDACTED]		[REDACTED]		[REDACTED]	
Co-signer / Jointing Auto Loan		Previous Auto Loan #		Previous Auto Loan Balance	
[REDACTED]		[REDACTED]		[REDACTED]	
Newest Address Line 1		Newest Address Line 2		Newest Address Line 3	
[REDACTED]		[REDACTED]		[REDACTED]	
Newest Address Line 4		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 5		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 6		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 7		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 8		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 9		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 10		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 11		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 12		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 13		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 14		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 15		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 16		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 17		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 18		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 19		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 20		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 21		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 22		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 23		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 24		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 25		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 26		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 27		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 28		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 29		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 30		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 31		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 32		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 33		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 34		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 35		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 36		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 37		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 38		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 39		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 40		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 41		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 42		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 43		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 44		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 45		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 46		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 47		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 48		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 49		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 50		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 51		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 52		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 53		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 54		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 55		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 56		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 57		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 58		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 59		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 60		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 61		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 62		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 63		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 64		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 65		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 66		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 67		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 68		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 69		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 70		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 71		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 72		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 73		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 74		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 75		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 76		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 77		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 78		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 79		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 80		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 81		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 82		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 83		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 84		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 85		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 86		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 87		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 88		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 89		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 90		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 91		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 92		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 93		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 94		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 95		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 96		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 97		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 98		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]
Newest Address Line 99		Country		Time as Resident Address	
[REDACTED]		USA		[REDACTED]	
Newest Address Line 100		City		State	Zip
[REDACTED]		[REDACTED]		AL	[REDACTED]

Credit Application

[X] You are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By signing this application:

I authorize dealer and any finance company, bank or other financial institution to which the Dealer submits my application ("you") to investigate my credit and employment history, obtain credit reports, and release information about your credit experience with me as the law permits.

I further authorize you to forward my application and all related information to other creditors for evaluation as a method of effectuating my request for credit.

If an account is created, I authorize you to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.

Monitoring, Recording, and Collection Communications

I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true.

If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application.

Credit Application Signature: [REDACTED]

Applicant: By [REDACTED]

Date _____

Optional Consent

Applicant:

By signing below, you agree to receive advertisements or telemarketing messages using an automatic telephone dialing system or an artificial or prerecorded voice, on behalf of the dealer, finance source that purchases your retail installment sales contract or lease agreement, or both, at the following telephone number(s): 215-649-1127, 888-229-7595. You further acknowledge that your consent is not required as a condition of applying for or receiving an extension of credit.

Applicant: By [REDACTED]

Date _____

CHRYSLER
CAPITAL

AGREEMENT TO PROVIDE INSURANCE (LEASE)

This is to certify that _____ has

Ed auto insurance coverage with a \$ _____ deductible with

Plymouth Meeting (Agent)

610832T400 _____
(Address)

2016 RAM 1500
(Phone)

3C6RR7LT6GG _____
on the following vehicle: _____ Year, Make & Model

Vehicle Identification No.

LOSS PAYEE ADDRESS:

CCAP Auto Lease Ltd
P.O. BOX 4210
Carmel, IN 46082

Dealer Signature _____

Customer Signature _____

12/09/2015

Insurance Valid as of

12/09/15

03/26/2016

CHRYSLER
REEDMAN TOLL AUTO WORLD

XX LEASE WORKSHEET

PERSONAL ☐ BUSINESS ☐		Sign & Drive (1st Payment In Hand)	
N/A		BLUE BELL PA	
24	2016	RAM	1500
3C6RR7LT6GG			
0.00029		Money Factor	

1. CAPITALIZED COST DATA		44172.53
a. ACQUIRED VEHICLE VALUE OF VEHICLE	+	N/A
b. License Title Tax	+	N/A
c. Title Fee	+	N/A
d. Initial License & Registration	+	N/A
e. Dealer Doc Fee	+	N/A
f. Acquisition Fee	+	N/A
g. Service Contract / Extended Warranty	+	N/A
h. Credit Pre-Check Fee	+	N/A
i. Maintenance Contract	+	N/A
j. Tax & Value	+	N/A
k. Negative Equity	+	N/A
l. Uniform Tax on Cap Cost Reduction (if applicable)	+	N/A
m. Other	+	N/A
n. Other	+	N/A
p. GROSS CAPITALIZED COST (Sum a thru n)	=	44172.53
q. Cap Cost Reduction Cash	-	N/A
r. Cap Cost Reduction Trade	-	N/A
s. Rebates	-	3500.00
t. Net Cash Credit	-	N/A
u. TOTAL CAP COST REDUCTION (Sum q thru t)	=	3500.00
v. ADJUSTED CAPITALIZED COST (p - u)	=	40672.53

2. MAXIMUM END OF TERM - RESIDUAL		
a. MSRP	\$	48525.00
b. Total Approved Value Adds	+	N/A
c. Adjusted MSRP (a + b) (Excludes MSRP)	=	48525.00
d. Residual %		69.00
e. Residual Value (c * d)	=	33482.25
f. Future Mileage Adjustment (\$0.20 per)	\$	N/A
g. Mileage Allowance Adjustment (\$0.20 per)	\$	N/A
h. TOTAL ALLOWABLE RESIDUAL (e + f + g)	=	33482.25

3. PAYMENT CALCULATION		
a. Gross Capitalized Cost (v)	\$	44172.53
b. Cap Cost Reduction (u)	-	3500.00
c. Adjusted Cap Cost (v - u)	=	40672.53
d. Residual Value (h)	-	33482.25
e. DEPRECIATION (c - d)	=	7190.28
f. Term	(months)	24
g. Monthly Depreciation (e / f)	=	299.60
h. MS Cap Cost + Finance (c * d)	=	74154.78
i. Money Factor	x	0.00029
j. Monthly Rent Charge (h * i)	=	21.50
k. First Payment (g + j)	=	321.10
l. Monthly Sales Tax	+	20.99
m. TOTAL MONTHLY PAYMENT (k + l)	=	350.00

4. INITIAL CHARGES DUE AT SIGNING		3500.00
a. Cap Cost Reduction (u)	\$	3500.00
b. First Monthly Payment (k) (Excl. Tax)	+	N/A
c. Single Payment	+	N/A
d. Security Deposit (if any) (\$25)	+	88.00
e. License & Registration Fees	+	51.00
f. Tax Fee	+	N/A
g. Acquisition Fee	+	135.00
h. Documentation Fee	+	5.00
i. Uniform Sales Tax on Vehicle	+	N/A
j. Service Contract / Extended Warranty & Other (if any)	+	N/A
k. Other	+	15.50
l. Other	+	N/A
m. Other	+	N/A
n. Other	+	N/A
o. TOTAL (Sum a thru o)	=	4144.50

5. OFFICIAL FEE CALCULATION		
a. Capitalized Cost Reduction Fee	\$	N/A
b. (Total Fee + (Cap Cost Red. Fee) * (Term in years))	=	167.00
c. License Fee	+	693.60
d. Title Fee (Monthly Fee) * (Term in months)	=	5.00
e. Property Tax (if applicable)	+	N/A
f. TOTAL ESTIMATED FEES (Sum a thru e)	=	865.60

6. NET DEALER PROCEEDS / TOTAL ADVANCE		
a. Adjusted Capitalized Cost (v)	\$	40672.53
b. Dealer Participation on Money Factor (if any)	+	N/A
c. Acquisition Fee (if any)	+	N/A
d. Security Deposit (if any)	+	N/A
e. First Monthly Payment (k) - unless 1st paid advance	+	N/A
f. Single Payment (c)	+	350.00
g. Vehicle Taxes Paid by Dealer (NY, LA Only)	+	N/A
h. Other	+	N/A
i. TOTAL (Sum a thru h)	=	40322.53

Trade Description		
Year		
Make	N/A	Trade Payoff

Increased Money Factor?		N/A
Yes ☐ No ☐ Other ☐		

ADDITIONAL INFORMATION		
Enter the following in printed on Lease Agreement: Initials & Date: \$1.25		
Purchase Option: \$150, Depreciation Fee: \$75, Vehicle Return Fee: \$400		
Note: In NY, Vehicle Return Fee is listed as "Additional Party Termination Charge"		

1603939

FCA US LLC INVOICE

10393-A
PLANT ZONE DEALER VEHICLE ID NUMBER INVOICE NO. INVOICE DT.
SALTILLO 35 60134 3C6PR7LT6GG [REDACTED] G-096-35559994 02/12/16
SHIPREEDMAN TOLL AUTO WORLD
TO: 1700 E LINCOLN HWY
LANCHORNE PA 19047-
IGN KEY
TRK KEY
ACC KEY
SOLDREEDMAN TOLL AUTO WORLD
TO: 1700 E LINCOLN HWY
LANCHORNE PA 19047-
SHIPPING WT. 5247
SAS HP 49.1
631-672404-00
PAID FOR BY: ALLEN
CREDIT SALE XX CASH SALE

BODY & EQUIP.	DESCRIPTION	FACTORY WHOLESALE PRICE
DS6H93	RAM 1900 SLT CREW CAB 4X4	38,535.00
PAU	Granite Crystal Met Clear Coat Paint	
MX8	Premium Cloth Bucket Seats	217.00
AD8	Protection Group	129.00
AGF	Heated Seats and Wheel Group	421.00
CLF	Front and Rear Rubber Floor Mats	81.00
DFK	8-Speed Automatic 8MPG Transmission	425.00
DSA	Anti-Spin Differential Rear Axle	315.00
ETH	5.7L V8 HEMI MDS VVT Engine	976.00
GFA	Pear Window Defroster	166.00
RA4	Uconnect 8.4 NAV	510.00
YGE	5 Additional Gallons of Gas	11.00
2TS	Customer Preferred Package 2TS	
266	Customer Preferred Package 266	2,180.00
19J	Package Value Savings of \$3,900	
342	DESTINATION CHARGE	1,195.00
	HB142000	
	MDH # 021112	
	EP 43103	
	PF 44765	

USE DEALERCONNECT TO OBTAIN
KEY INFORMATION

MSRP RETAIL TOTAL	45,125.00	TOTAL 45,162.00
		ORIGINAL INVOICE
THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.		

CCAF AUTO LEASE LTD	
8585 N STEMMONS FREEWAY STE 1100 N DALLAS TX 75247	
NAME	
CITY	
STATE	
ZIP	
PHONE	
FAX	
E-MAIL	
BUSINESS TYPE	
INDUSTRY	
PRODUCTS	
SERVICES	
MARKETING	
FINANCIAL	
OPERATIONS	
MANAGEMENT	
TECHNOLOGY	
ENVIRONMENTAL	
LEGAL	
HUMAN RESOURCES	
SALES & MARKETING	
RESEARCH & DEVELOPMENT	
PRODUCTION	
DISTRIBUTION	
ADMINISTRATION	
ACCOUNTING	
TREASURY	
COMPLIANCE	
QUALITY CONTROL	
LOGISTICS	
IT SYSTEMS	
TRAINING	
SAFETY	
SECURITY	
WELFARE	
COMMUNITY RELATIONS	
PUBLIC AFFAIRS	
GOVERNMENT AFFAIRS	
INVESTIGATIVE SERVICES	
PRIVATE INVESTIGATION	
SECURITY SERVICES	
LOSS PREVENTION	
RISK MANAGEMENT	
INSURANCE BROKERS	
REAL ESTATE AGENTS	
TRAVEL AGENCIES	
RECRUITMENT FIRMS	
TEMP EMPLOYMENT AGENCIES	
CONSULTANTS	
ENGINEERING FIRMS	
ARCHITECTURAL FIRMS	
LANDSCAPE ARCHITECTS	
INTERIOR DESIGNERS	
PAINTERS	
PLUMBERS	
ELECTRICIANS	
MECHANICAL CONTRACTORS	
ROOFERS	
CONCRETE CONTRACTORS	
GLAZIERS	
MASONRY	
SMITHS	
JEWELLERS	
GOLD AND SILVER SMITHS	
WATCHMAKERS	
COIN DEALERS	
ANTIQUES	
ART DEALERS	
BOOKSELLERS	
CD ROM VENDOR	
VIDEO RENTALS	
PHOTOGRAPHY	
FLORISTS	
HAIR SALONS	
NAIL SALONS	
BEAUTY SUPPLY	
PERFUMES	
SKINCARE PRODUCTS	
TOILETRIES	
HAIR CARE PRODUCTS	
MAKEUP	
WIGS	
HAIR ACCESSORIES	
BEAUTY EQUIPMENT	
BEAUTY TRAINING	
BEAUTY CONSULTANTS	
BEAUTY MANICURES	
BEAUTY PEDICURES	
BEAUTY THERAPIST	
BEAUTY MASSAGE	
BEAUTY SPA	
BEAUTY SALON	
BEAUTY SHOP	
BEAUTY STORE	
BEAUTY CENTER	
BEAUTY PARLOR	
BEAUTY CABINET	
BEAUTY KIOSK	
BEAUTY STATION	
BEAUTY BOOTH	
BEAUTY VAN	
BEAUTY TRUCK	
BEAUTY BUS	
BEAUTY TRAIN	
BEAUTY AIRLINE	
BEAUTY CRUISE	
BEAUTY YACHT	
BEAUTY BOAT	
BEAUTY HOUSE	
BEAUTY APARTMENT	
BEAUTY CONDO	
BEAUTY TOWNHOUSE	
BEAUTY COTTAGE	
BEAUTY BUNGALOW	
BEAUTY CHALET	
BEAUTY LODGE	
BEAUTY RESORT	
BEAUTY HOTEL	
BEAUTY INN	
BEAUTY MOTEL	
BEAUTY SUITE	
BEAUTY ROOM	
BEAUTY BEDROOM	
BEAUTY BATHROOM	
BEAUTY KITCHEN	
BEAUTY LIVING ROOM	
BEAUTY DINING ROOM	
BEAUTY BREAKFAST ROOM	
BEAUTY PORCH	
BEAUTY PATIO	
BEAUTY TERRACE	
BEAUTY BALCONY	
BEAUTY GARDEN	
BEAUTY LAWN	
BEAUTY DRIVEWAY	
BEAUTY GARAGE	
BEAUTY CARPORT	
BEAUTY PORCHES	
BEAUTY PATIOS	
BEAUTY TERRACES	
BEAUTY BALCONIES	
BEAUTY GARDENS	
BEAUTY LAWNS	
BEAUTY DRIVEWAYS	
BEAUTY GARAGES	
BEAUTY CARPOTS	
BEAUTY PORCHES	
BEAUTY PATIOS	
BEAUTY TERRACES	
BEAUTY BALCONIES	
BEAUTY GARDENS	
BEAUTY LAWNS	
BEAUTY DRIVEWAYS	

CERTIFICATE OF ORIGIN FOR A VEHICLE

FCA

FCA US LLC

DATE

02-12-16

VEHICLE IDENTIFICATION NO.

3C6RR7LT6GC

VEHICLE TYPE

CREW CAB PICKUP

HP (SALE)

49.1

G.W.G.R.

1/2 TON 6900#

YEAR

2016

MAKE

RAM

SHIPPING WEIGHT

5247

NUMBER OF MOTOR

1500 SLT 4X4 DS6H98



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

NAME OF DISTRIBUTOR, DEALER, ETC.

DEALER NUMBER 60134/60134

REEDMAN TOLL AUTO WORLD

1700 E LINCOLN HWY

LANGHORNE

PA 19047

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

MAIL TO:

REEDMAN TOLL AUTO WORLD

1700 E LINCOLN HWY

LANGHORNE

PA 19047

FCA US LLC

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

16606576

AUBURN HILLS MICHIGAN

CITY - STATE

CERTIFIED FOR SALE IN ALL 50 STATES



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dmv.state.pa.us

APPLICATION FOR LESSEE INFORMATION

APPLICATION TO ADD, CHANGE OR DELETE LESSEE
INFORMATION FOR A LEASED VEHICLE

For Department Use Only
Bureau of Motor Vehicles • 1101 South Third Street • Harrisburg, PA 17104-2515

CHECK ✓ THE APPROPRIATE BLOCK.

- ☐ Daily Rental Vehicle - Complete Sections A, B and E.
- ☒ Leased Vehicle - Check the appropriate box below and complete sections indicated:
- ☒ Add Lessee Information - Complete Sections A through E.
- ☐ Change Lessee Information - Complete Sections A and C (if changed), D (if changed) and E.
- ☐ Delete Lessee Information - Complete Sections A and E.

Note: Any changes in this information provided at time of the original application will require a new MV-1L to be completed and returned to the Department (i.e., daily rental to long term lease, long term to daily rental).

A VEHICLE INFORMATION			
Vehicle Identification Number 3C6RR7LT6G	Title Number	Registration Plate Number	
B VEHICLE OWNER INFORMATION - NOTE: The title will always be in the name of the owner and mailed to the owner or encumbrance holder.			
Last Name or Full Business Name CCAP AUTO LEASE LTD		First Name	Middle Name
Street Address 8585 N STEMMONS HWY, SUITE 1100			
City NORTH DALLAS	County	State TX	Zip Code 75247
C LESSEE INFORMATION - Person/Company leasing the vehicle from the vehicle owner.			
Applicant Last Name or Full Business Name	First Name	Middle Name	PA DL or Photo ID# or PA ID#
			Date of Birth 04/12/1946
Co-Applicant Last Name	First Name	Middle Name	PA DL or Photo ID# or PA ID#
N/A		N/A	Date of Birth N/A
Current Street Address [REDACTED]			
City BLUE BELL	County MONTGOMERY	State PA	Zip Code 19422
D MAILING INFORMATION - Please read each column heading.			
Check the appropriate block to indicate the proper combination.	Registration owner - who keeps the registration plate when the lease expires.	Registration document recipient - who will receive the registration plate, card, sticker, weight class decal, and VIN plate.	Application to renew recipient - who will receive the registration renewal application.
0 ☐	Vehicle Owner	Vehicle Owner	Vehicle Owner
1 ☐	Vehicle Owner	Lessee	Vehicle Owner
5 ☐	Vehicle Owner	Vehicle Owner	Lessee
6 ☐	Lessee	Lessee	Vehicle Owner
7 ☐	Lessee	Vehicle Owner	Lessee
2 ☒	Lessee	Lessee	Lessee
E CERTIFICATION			
I certify all information listed above is true and correct.			
 Signature of vehicle owner or authorized person			03/26/2016 Date

Visit us at www.dmv.state.pa.us

[illegible]

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

1. **REEDMAN TOLL AUTO WORLD** (transferor's name, Print)

I state that the odometer now reads **35** thousand miles and to the best of my knowledge, that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
RAM	1500	PU
VEHICLE IDENTIFICATION NUMBER 3C6RR7LT6G6		YEAR 2016

X **REEDMAN TOLL AUTO WORLD**

PRINTED NAME
1700 E LINCOLN HIGHWAY

TRANSFEROR'S ADDRESS (STREET)
LANGHORNE

CITY
03/26/2016

DATE OF STATEMENT
PA

STATE
19047

ZIP CODE
03/26/2016

X **CCAP AUTO LEASE LTD**

PRINTED NAME
PO BOX 761272

TRANSFEREE'S NAME
FORT WORTH TX 76161

TRANSFEREE'S ADDRESS (STREET)
STATE

CITY
ZIP CODE

LAW FORM NO. GDM-103-N Rev. 1/10

©2010 The Republic of Texas. Form No. GDM-103-N is a public document. It is not to be used for any other purpose. It is not to be used for any other purpose. It is not to be used for any other purpose.

Court of Common Pleas of Philadelphia County
Trial Division
Civil Cover Sheet

Rec'd 11/10/17
Emily Richards was served
Reported to
Elissa 11/10/17
(JH)

DECEMBER 2016
003458

PLAINTIFF'S NAME LINDA M. GAGLIONE		DEFENDANT'S NAME PCA US LLC	
PLAINTIFF'S ADDRESS BLVD BELLEF... [REDACTED]		DEFENDANT'S ADDRESS P. O. BOX 21-B004 RUBEN HILLS HI 4321-4004	
PLAINTIFF'S NAME		DEFENDANT'S NAME REEDMAN-TOLL GENERAL PARTNER, INC., ALIAS: D/B/A REEDMAN TOLL AUTO WORLD	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 2400 PHILMONT AVENUE, SUITE 212 HUNTINGDON VALLEY PA 19006	
PLAINTIFF'S NAME		DEFENDANT'S NAME REEDMAN-TOLL, LP, ALIAS: D/B/A REEDMAN TOLL AUTO WORLD	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 1700 E. LINCOLN HIGHWAY, #101 LANSHORNS PA 19047	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 3	COMMENCEMENT OF ACTION ☒ Complaint ☐ Writ of Habeas Corpus ☐ Writ of Summons ☐ Petition Action ☐ Transfer From Other Jurisdiction ☐ Notice of Appeal	
AMOUNT IN CONTROVERSY ☐ \$50,000.00 or less ☒ More than \$50,000.00	COURT PROGRAMS ☐ Arbitration ☒ Jury ☐ Non-Jury ☐ Other	☒ Commerce ☐ Minor Court Appeal ☐ Statutory Appeals ☐ Settlement ☐ Minors ☐ Will/Survival	
CASE TYPE AND CODE 2P - PRODUCT LIABILITY			
STATUTORY BASIS FOR CAUSE OF ACTION			



RELATED PENDING CASES LIST BY CASE CAPTION AND DOCKET NUMBER: FILED PRO PROTHY DEC 30 2016 M. BRYANT	IS CASE SUBJECT TO COORDINATION ORDER? YES NO
--	---

TO THE PROTHONOTARY:
Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: LINDA M. GAGLIONE
Papers may be served at the address set forth below.

NAME OF PLAINTIFF/PETITIONER/APPELLANT'S ATTORNEY ROBERT J. MONGELUZZI		ADDRESS ONE LIBERTY PLACE 52ND FLOOR 1550 MARKET ST. PHILADELPHIA PA 19103	
PHONE NUMBER (215) 496-8282	FAX NUMBER (215) 496-0993		
SUPERIOR COURT REGISTRATION NO. 36233		E-MAIL ADDRESS rmongel@nph.com	

SIGNATURE OF PLAINTIFF'S ATTORNEY OR PARTY ROBERT MONGELUZZI	DATE SUBMITTED Friday, December 29, 2016, 02:27 pm
---	---

SALTZ, MONGELUZZI, BARRETT & BENDESKY, P.C.
BY: ROBERT J. MONGELUZZI/ DAVID L. KWASS/
THOMAS G. OAKES II
IDENTIFICATION NO.: [REDACTED]
52ND FLOOR
1650 MARKET STREET
PHILADELPHIA, PA 19103
(215) 496-8282



LINDA M. GAGLIONE, Administratrix of the
ESTATE OF FREDERICK P. CATONA,
887 Village Circle
Blue Bell, PA 19422

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
LAW DIVISION

v.

FCA US LLC
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

DECEMBER TERM, 2016
No.

And

REEDMAN-TOLL GENERAL PARTNER,
INC. d/b/a REEDMAN TOLL AUTO
WORLD
2600 Philmont Avenue - Suite 212
Huntingdon Valley, PA 19006

And

REEDMAN-TOLL, LP d/b/a
REEDMAN TOLL AUTO WORLD
1700 E. Lincoln Highway, #101
Langhorne, PA 19047

NOTICE TO PLEAD

NOTICE

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are

AVISO

"Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las páginas siguientes, tiene veinte (20) días, a partir de recibir esta demanda y la notificación para entablar personalmente o por un abogado una comparecencia escrita y también para entablar con la corte en forma escrita sus defensas y objeciones a las demandas

warned that if you fail to do so the case may proceed without you and a judgement may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL and INFORMATION
SERVICE**

One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-1701"

contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

**ASOCIACION DE LICENCIADOS DE
FILADELFA
SERVICO DE REFERENCIA E INFORMACION
LEGAL**

One Reading Center
Philadelphia, Pennsylvania 19107
Telefono: (215) 238-1701"

COMPLAINT - CIVIL ACTION

1. On May 31, 2016, Frederick P. Catona was pinned and/or crushed to death in the driver's door jamb of his 2016 Dodge Ram Pickup Truck.

2. Plaintiff's Decedent, [REDACTED] ("Decedent") died intestate, leaving his wife, [REDACTED] and his adult children, [REDACTED] and Andrew Catona, as his beneficiaries.

3. Plaintiff [REDACTED] was [REDACTED] wife at the time of his death, and she brings this suit as the Administratrix of the Estate of [REDACTED] and on behalf of those individuals entitled to recover for [REDACTED] wrongful death.

4. Plaintiff [REDACTED] is an adult individual residing at [REDACTED] Blue Bell, PA [REDACTED]

5. Defendant FCA US LLC ("FCA") is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business located at P.O. Box 21-8004, Auburn Hills, MI 48321-8004.

6. Defendant Reedman-Toll, LP d/b/a Reedman Toll Auto World is a Pennsylvania limited partnership with its principal place of business located at 1700 B. Lincoln Highway, #101, Langhorne, PA 19047.

7. Defendant Reedman-Toll General Partner, Inc. d/b/a Reedman Toll Auto World is a Pennsylvania corporation with its principle place of business located at 2600 Philmont Ave. - Suite 212, Huntingdon Valley, PA 19006.

8. At all relevant times, the Defendants delivered products into the stream of commerce within Pennsylvania with the expectation that its products will be purchased and/or utilized by consumers in Pennsylvania and particularly Philadelphia County.

9. At all relevant times, the Defendants purposefully established significant contacts within the Commonwealth of Pennsylvania, carried out and continues to carry out substantial,

continuous and systematic business activities in Pennsylvania, and regularly conducts business in and/or with customers located in Philadelphia County.

10. At all relevant times, the Defendants acted individually or by and through their separate and respective agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

11. At all relevant times, Defendants Reedman-Toll, LP and Reedman-Toll General Partner, Inc. individually and/or jointly, owned, operated, possessed, controlled, managed, and/or oversaw a certain car dealership located at 1700 E. Lincoln Highway, #101, Langhorne, PA 19047.

12. At all relevant times, Defendants Reedman-Toll, LP and Reedman-Toll General Partner, Inc. had entered into and operated as a partnership, joint venture, and/or joint enterprise.

13. Defendants Reedman-Toll, LP and Reedman-Toll General Partner, Inc., as members of a partnership, joint venture, and/or joint enterprise, are vicariously liable for each other's tortious conduct regarding the partnership, joint venture, and/or joint enterprise.

14. For purposes of this Complaint, Reedman-Toll, LP and Reedman-Toll General Partner, Inc. shall be collectively referred to as "Reedman".

15. Prior to May 31, 2016, Plaintiff's Decedent, [REDACTED] leased a 2016 Dodge Ram Pickup, VIN # 3C6RR7LT6GG [REDACTED] ("Subject Vehicle") from Reedman.

16. At all relevant times, the Subject Vehicle was designed, manufactured, assembled, manufactured, distributed, supplied, sold and/or marketed by or on behalf of FCA.

17. The Subject Vehicle is standardly equipped with an electronic rotary dial gear shift interface.

18. On May 31, 2016 [REDACTED] was utilizing the Subject Vehicle.

19. The Subject Vehicle was kept on the right side of a two-car garage at [REDACTED] residence ("Garage").

20. The entrance to the Garage is comprised of two separate garage doors, separated by a central wall, consisting, in part, of brick and wood ("Garage Framing/Pillar").

21. Decedent entered the Subject Vehicle via the driver's side door and then proceeded to reverse and/or back out of the Garage.

22. After fully or partially reversing and/or backing out of the Garage, [REDACTED] got out of the Subject Vehicle.

23. After [REDACTED] got out of the Subject Vehicle, the Subject Vehicle moved forward, pinning and/or crushing Decedent between the driver's side door jamb and the Garage Framing/Pillar.

24. The Subject Vehicle moved forward, injuring and killing Decedent, because, *inter alia*, the electronic rotary gear shifter interface permitted the Subject Vehicle to shift/slip out of the park position and/or because it permitted [REDACTED] to get out of the Subject Vehicle while it was not in the park position.

25. Due to being struck, pinned, and/or crushed by the Subject Vehicle, Plaintiff's Mr. Catona suffered serious and catastrophic blunt impact-related injuries.

26. Despite immediate and continuous medical attention, [REDACTED] ultimately died from his injuries.

27. As a direct and proximate result of the carelessness, negligence, and/or other liability-producing conduct of Defendants, Plaintiff's Decedent suffered serious and catastrophic blunt impact-related injuries, excruciating conscious pain and suffering with full knowledge of his impending death, and ultimately died as a result of his injuries.

28. Defendants are jointly and severally liable to Plaintiff.

COUNT I - NEGLIGENCE
PLAINTIFF v. ALL DEFENDANTS

29. All preceding paragraphs are incorporated as if set forth at length herein.

30. Defendants, by and through their separate and respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and/or distributors, was negligent generally and in the following specific respects:

- (a) failing to design and/or utilize proper designs or procedures for the Subject Vehicle;
- (b) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product in a defective condition;
- (c) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product that was unreasonably dangerous;
- (d) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product which was not reasonably fit, suitable and/or safe for its intended and represented purpose;
- (e) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product which lacked all necessary safety features;
- (f) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product which could be designed more safely;
- (g) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product without appropriate safety devices;
- (h) failing to adequately and properly test said product after its design and/or assembly under reasonably foreseeable circumstances;
- (i) failing to have adequate warnings on the product and/or manual;

- (j) designing the Subject Vehicle and/or component parts in a dangerous way as to not protect those who used and/or utilized the Subject Vehicle or were in the vicinity of the Subject Vehicle;
- (k) failing to investigate, retain, and analyze prior accident information in order to warn and/or notify ultimate users of product defects and injuries;
- (l) failing to ensure the compatibility of the components for the Subject Vehicle;
- (m) failing to ensure the parts did not malfunction during use of the Subject Vehicle;
- (n) failing to conduct a Failure Mode and Effects Analysis;
- (o) failing to test the Subject Vehicle or exemplar Subject Vehicle to failure;
- (p) failing to focus group test warnings and instruction manuals;
- (q) failing to design and/or utilize proper designs or procedures for the manufacture, assembly, sale, and/or distribution of the Subject Vehicle;
- (r) failing to adequately and properly test said product after its design and/or assembly under reasonably foreseeable circumstances;
- (s) designing the Subject Vehicle in a dangerous way as to not protect users and bystanders near the Subject Vehicle;
- (t) failing to investigate, retain, and analyze prior accident information in order to warn and/or notify ultimate users of product defects and injuries;
- (u) failing to ensure the parts did not break or permit breakage;
- (v) failing to offer and/or provide training services with regards to proper Subject Vehicle usage;
- (w) failing to test and/or determine what applications the Subject Vehicle should be used for in a safe manner, free of hazardous conditions; and/or
- (x) failing to ensure and/or warn customers and/or those utilizing the Subject Vehicle which equipment and/or materials were compatible with the safe utilization of the Subject Vehicle.

31. As a direct, proximate, and foreseeable result of Defendants' negligence, carelessness, and/or negligent acts/omissions, Plaintiff's Decedent suffered catastrophic blunt impact-related injuries and death.

32. By conducting itself as set forth above, Defendants' acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of Plaintiff's Decedent's blunt impact-related injuries and death.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, and such other damages as the Court deems just and appropriate.

COUNT II - STRICT LIABILITY
PLAINTIFF v. ALL DEFENDANTS

33. All preceding paragraphs are incorporated as if set forth at length herein.

34. Defendants, by and through their separate and respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors, is strictly liable under §402(A) of the Restatement of the Law of Torts (Second) because:

- (a) Defendants are engaged in the business of designing, manufacturing, assembling, distributing, selling and/or supplying motor vehicles, including the Subject Vehicle;
- (b) The Subject Vehicle involved in the subject accident was marketed and placed in the general stream of commerce by Defendants;
- (c) Said Subject Vehicle was expected to and did reach users without substantial change in the condition in which it was designed, manufactured, assembled, distributed and/or sold; and
- (d) Said Subject Vehicle was designed, manufactured, assembled, distributed and/or sold in a unreasonably dangerous and defective condition for the reasons set forth below.

35. Defendants, by and through their respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors, is strictly liable under §402(A) of the Restatement of the Law of Torts (Second), by:

- (a) Designing, assembling, manufacturing, selling, supplying and distributing a product in a defective condition;
- (b) Designing, assembling, manufacturing, selling, supplying and distributing a product that was unreasonably dangerous to its intended and foreseeable users;
- (c) Designing, assembling, manufacturing, selling, supplying and distributing a product that was not safe for all of its intended and represented purposes;
- (d) Failing to have adequate warnings on the product and/or manual;
- (e) Failing to provide adequate warnings to the ultimate users of the product;
- (f) Designing, assembling, manufacturing, selling, supplying and distributing a product which lacked all the necessary safety features to protect users of said products;
- (g) Failing to either know of prior accidents and injuries with the product and/or failing to correct and prevent the same accidents and injuries from reoccurring;
- (h) Designing, assembling, manufacturing, selling, supplying and distributing a product that lacked appropriate safety devices; and/or
- (i) A malfunction of the Subject Vehicle.

36. By conducting itself as set forth above, Defendants' acts and/or omissions, individually and/or collectively, were a substantial factor in, a factual cause of, and/or increased the risk of Plaintiff's Decedent's catastrophic blunt impact-related injuries and death.

37. By reason of Defendants' breach of duties pursuant to §402(A) of the Restatement (Second) of Torts, by and through their respective agents, servants, workmen, contractors,

suppliers, distributors and/or employees as aforesaid, Plaintiff's Decedent was caused to sustain catastrophic blunt impact-related injuries and death.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, and such other damages as the Court deems just and appropriate.

COUNT III - WRONGFUL DEATH
PLAINTIFF v. ALL DEFENDANTS

38. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

39. Plaintiff Linda M. Gaglione, as Administratrix of the Estate of [REDACTED] deceased, brings this action on behalf of Decedent's next of kin/statutory beneficiaries against Defendants for wrongful death.

40. Decedent, [REDACTED] is survived by his wife [REDACTED] residing at [REDACTED] Blue Bell, PA [REDACTED] his adult son [REDACTED] residing at [REDACTED] Swarthmore, PA [REDACTED] his adult sons [REDACTED] and [REDACTED] both residing at [REDACTED] Swarthmore, PA [REDACTED]

41. No action for damages was brought by or on behalf of [REDACTED] during his lifetime as a result of the accident at issue in this case.

42. Plaintiff brings this action for Wrongful Death on behalf of all persons entitled to recover under law, claims all medical, funeral, burial, and estate administration expenses, the loss of services, society, comfort, guidance and tutelage due to the death of [REDACTED] all pecuniary loss suffered by decedent's next of kin/statutory beneficiaries by reason of the death of [REDACTED] and all other damages recoverable under applicable law.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, and such other damages as the Court deems just and appropriate.

COUNT IV – SURVIVAL ACTION
PLAINTIFF v. ALL DEFENDANTS

43. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

44. Plaintiff, as the Administratrix of the Estate of [REDACTED] deceased, on behalf of the Estate of [REDACTED] brings this action under the applicable Survival Act and claims all benefits of the Survival Act or law governing the survival of actions on behalf of herself and other persons entitled to recover under law.

45. Plaintiff, on behalf of the Estate of [REDACTED] claims all damages suffered by the Estate by reason of the death of [REDACTED] including without limiting the generality of the foregoing: damages for the anxiety, fear, serious injuries, the great and unspeakable conscious pain and suffering, both physical and emotional, and other intangible losses which [REDACTED] underwent prior to his death as a result of being pinned and/or crushed by the Subject Vehicle; the loss of life and of life's pleasures, the loss of future earning capacity suffered by [REDACTED] from the date of his death until his time in the future that he would have lived had he not died as a result of the injuries he sustained; and the total limitation and deprivation of [REDACTED] normal activities, pursuits, and pleasures from the date of his death until such time in the future as he would have lived had he not died as a result of the injuries sustained by reason of the negligence, carelessness, and other liability-producing conduct of the Defendants.

VERIFICATION

I, [REDACTED] hereby verify that the facts set forth in the within Complaint are true and correct to the best of my knowledge, information, and belief. This Verification is made subject to the penalties of the 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

[REDACTED]

Date: 12/29/2016

Sender: You must seal flap before shipping.

For FedEx Express® Ship

Press here to seal.

Press here to seal.

Press here to seal.

ORIGIN ID: REDA (215) 881-6701
RANDY FOX
ZURICH
2000 MARKET STREET
SUITE 1100
PHILADELPHIA, PA 19103
UNITED STATES US

SHIP DATE: 25 JAN 17
ACTWGT: 1.00 LB
CAD: 100234023/NET3850

BILL SENDER

TO PRODUCT LIABILITY SECTION
CHRYSLER GROUP, LLC
1000 CHRYSLER DRIVE
CIMS: 485-13-62
AUBURN HILLS MI 48326

(313) 950-7729
RV
PO

REF: 25001023

DEPT



THU - 26 JAN 3:00P

STANDARD OVERNIGHT

TRK#
0201

ET MTCA

48326
MI-US DTW



**SALTZ MONGELUZZI
BARRETT & BENDESKY PC
TRIAL LAWYERS**

DELAWARE COUNTY OFFICE
20 WEST THIRD STREET
P.O. Box 1670
MEDIA, PA 19063
VOICE 610.627.9777
FAX 610.627.9787

ONE LIBERTY PLACE, 52ND FLOOR
1650 MARKET STREET
PHILADELPHIA, PA 19103
VOICE 215.496.8282
FAX 215.496.0999

NEW JERSEY OFFICE
8000 SAGEMORE DRIVE
SUITE 8303
MARLTON, NJ 08053
VOICE 856.751.8383
FAX 856.751.0868

AUGUST 2, 2016

DAVID L. KWASS, ESQUIRE
DIRECT DIAL 215.575.2978
DKWASS@SMBB.COM

MONTGOMERY COUNTY OFFICE
43 EAST MARSHALL STREET
NORRISTOWN, PA 19401
VOICE 610.278.1591
FAX 610.272.2549

VIA ELECTRONIC AND CERTIFIED MAIL – 7008 1830 0001 5078 8019

Keith D. Heinold, Esq.
Marshall Dennehey Warner
Coleman & Goggin
2000 Market Street, Suite 2300
Philadelphia, PA 19103

Re: *Our Client: Estate of Frederick P. Catona*
Date of Incident: 05/31/2016

Dear Keith:

Our firm represents the Estate of [REDACTED] in connection with [REDACTED] death. [REDACTED] was crushed to death in the driver's door jamb of his 2016 Dodge Ram Pickup Truck, VIN # 3C6RR7LT6GG [REDACTED]. We believe the truck shifted into or remained in the drive position after [REDACTED] backed out of his garage, then got out to pick up a trashcan at his home in Blue Bell, Pennsylvania. I am enclosing the police report concerning this tragedy.

I am sending you this Notice of Breach of Warranty and Notice of Claim pursuant to Pennsylvania law and Article 2 of the Uniform Commercial Code on behalf of your client, FCA US, LLC, formerly Chrysler Group LLC ("Chrysler") because you have in the past and do at present represent Chrysler in automotive defect cases. Please forward this notice and the attached police report to your client at your earliest convenience.

I am willing to arrange an inspection of the subject 2016 Dodge Ram Pickup Truck and the accident location including a download of the Event Data Recorder and any other similar device(s) for the subject vehicle. This accident occurred at Mr. Catona's home, and his widow intends to fix the garage and move the vehicle that killed her husband in the next thirty (30) days. Please contact me as soon as conveniently possible with your client's availability for such an inspection and download.

This letter is also intended to put your client on **formal notice of its legal duty under Pennsylvania law** to preserve evidence which will be pertinent to our allegations of liability and damages in connection with the subject accident.

Page 2
August 2, 2016

Please be advised that any loss, alteration, destruction, and/or spoliation of the following evidence is prohibited by Pennsylvania law and may subject your client to judicially imposed sanctions.

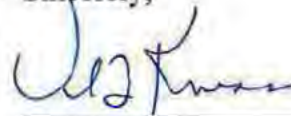
1. **Photographs-** All photographs of the scene, including but not limited to, all photographs of the markings on and around the area of the incident, and any debris or other matter depicted at the scene of the collision, and all photographs of any vehicles in any way involved in the subject collision;
2. **Data Gathered by Chrysler -** All data gathered by or on behalf of you regarding this collision, including but not limited to all reports, measurements, diagrams, photographs, oral and written statements, recordings, videos, aerial surveys, total station data, point of impact data, point of rest data, tire impression data, delta V data, original traveling speed data, speed at impact data, calculations, and all other data in any form;
3. **Other Similar Incidents (OSIs)-** Any and all consumer complaints documents, and/or other information regarding Other Similar Incidents (OSIs) involving alleged incidents of "false park"; park-to-reverse; park-to-neutral; park-to-drive; and/or operators exiting their vehicle in a gear position other than park while believing the vehicle to be in park regarding vehicles designed, manufactured, assembled, installed, marketed, advertised, sold, and/or supplied by Chrysler;
4. **Documents Relating to the Design, Manufacture, and Sale of the subject 2016 Dodge Ram Pickup Truck-** Any and all documents related to the design, manufacture, marketing, advertising, and sale of the subject 2016 Dodge Ram Pickup Truck, VIN 3C6RR7LT6GG [REDACTED]
5. **Communications with Suppliers-** All communications between your client and any other entity involved in the design, manufacturer, sale, and/or supply of the transmission, gearbox, and other drive components for the subject 2016 Dodge Ram Pickup Truck, VIN 3C6RR7LT6GG [REDACTED] and/or any subcomponents thereof; and
6. **Contracts with Suppliers-** All contracts, Supply Agreements, purchase orders, memoranda of understanding, invoices, agreements, and/or other similar documents between your client and any other entity involved in the design, manufacture, sale, and/or supply of the transmission, gearbox, and other drive components for the subject 2016 Dodge Ram Pickup Truck, VIN 3C6RR7LT6GG [REDACTED] and/or any subcomponents thereof.

Page 3
August 2, 2016

If we do not hear back from you in the next thirty (30) days, we shall remove the truck from the home/accident site for storage, and allow [REDACTED] to have the garage door fixed.

Please acknowledge receipt of this Notice of Breach of Warranty and Notice of Claims. We look forward to working with you on this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Kwass", written over a horizontal line.

David L. Kwass

Police Central Incident Report

CRN: [REDACTED]



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



ORI: [REDACTED]

Report Date: 5/31/2016

CRN: [REDACTED]

Incident Information**INCIDENT TYPES**

Accidental Death {S67}

COUNTS

1

CODE

S67

Incident Occurred At: 5/31/2016 19:23 From: 5/31/2016 19:23 To:

Incident Location: [REDACTED] BLUE BELL, PA [REDACTED]

Code: 14

Premise Type:

Residence

Stranger?

Weapon:

Total Number Arrested: Arrested at or near offense scene? False

Squad:

23

Call Handled Other PD:

Assisting Officer 1:

OFC RICHARD

Assisting Officer 2:

OFC BECKER

Arrest Type:

Open Inactive:

Not For Release:

False

Report:

True

Officer:

False

Sergeant:

False

Traffic:

False

File:

False

People Involved**COMPLAINANT**

Name: ROBERT RICH

Address: [REDACTED] BLUE BELL, PA [REDACTED]

Race: W

Sex: M

Ethnicity: N

Height:

Weight:

DOB: [REDACTED]

SSN: [REDACTED]

DL# [REDACTED]

DL State: PA

Daytime Phone

Evening Phone

Employer/Occupation

Student?: False

Home Phone:

Work Phone:

Cell Phone:

VICTIM

Name: [REDACTED]

Address: [REDACTED] CIR BLUE BELL, PA [REDACTED]

Race: W

Sex: M

Ethnicity: N

Height: 511

Weight:

DOB: [REDACTED]

SSN: [REDACTED]

DL# [REDACTED]

DL State: [REDACTED]

Daytime Phone

Evening Phone

Employer/Occupation

Student?: False

Home Phone: 215-896-7343

Work Phone:

Cell Phone:

Vehicle Information

Year	Make	Model	Color	Tag	State	Reg. Year	VIN	Stolen	Recovered	Impounded
2016	Dodge	RAM PICKUP TRUCK	Gray	[REDACTED]	PA	2017	3C6RR7LT6GG [REDACTED]			

Total Number of Rows: 1

Narrative

Responded to the residence for a report of a vehicle crash - Upon arrival found [REDACTED] w/m DOB [REDACTED] wedged between his overhead garage door entrance/exit and his Dodge pickup truck - Centre Square Fire Co responded for a rescue - 385 responded and transported to Suburban Community Hospital - Victims wife on location at the home - Press Release completed - See report. (BR, WB, JP, BP)

At 1943 hrs, Detective POTTER was contacted and was asked to respond to the scene.

At 1959 hrs, Detective POTTER arrived on scene.

At 2000 hrs, Lt. ARMSTRONG was contacted and advised of the incident.

At 2200 hrs, Stephanie from Suburban Community Hospital called to advise [REDACTED] was officially pronounced deceased.

Clearance Information

Reason: Exceptionally Cleared

Date of Clearance: 5/31/2016

Juvenile: False

Report Date: 5/31/2016

Reporting Officer: OFC FROST (40)

Assigned To: OFC FROST (40)

Approving Officer: SGT PRATT (23)



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



Incident Report Supplemental

CRN: [REDACTED]

Filing Officer: FROST, GEORGE; Officer; 40

Filing Date: 6/3/2016

Entered By: KANIEWSKI, JAMES; DISPATCHER; 77

Supplemental:

On Tuesday May 31, 2016 at 1923 hours the Whitpain Police Department responded to [REDACTED] in regard to a one (1) vehicle crash into a home. The first responding Officers, RICHARD and BECKER observed a male later identified as [REDACTED] wedged between his vehicle and the center post of his garage.

Officer RICHARD stated in his supplement that is attached to this report that upon his arrival he found [REDACTED] wedged between his garage center post and his 2016 Dodge Ram Pennsylvania registration ZHW-7560, with the automatic transmission knob still in drive. Upon arrival of the Centre Square Fire Company, and the Second Alarmers Ambulance it was decided that the best course of action was to slowly back the Dodge up and for Second Alarmers to support [REDACTED] so he would not fall. After The Dodge was backed up and [REDACTED] was freed, he was placed on a gurney and CPR was initiated.

[REDACTED] was transported to Suburban Community Hospital (SCH). Detective Brad POTTER met with [REDACTED] at the hospital. In the interview [REDACTED] stated the following :

- That she and [REDACTED] had just returned from Thailand, and the flight was twenty three (23) hours.
- She was sleeping upstairs and [REDACTED] was going out to play tennis.
- She was awoken by a "boom" and then heard the yells of her neighbors.
- She stated [REDACTED] had just leased the truck at the end of March / early April.
- She was unaware of any problems [REDACTED] might have had with operating the vehicle.
- Copy of this interview attached.

I also spoke with the first neighbor on scene, Robert RICH, who gave me a verbal and written statement on what he observed and heard:

- RICH heard a crash from [REDACTED] driveway.
- RICH did not see the fatal incident but did see things flying. RICH stated that [REDACTED] had knocked over his trash can and when he arrived he found [REDACTED] wedged between his truck and the center post.
- RICH stated he got no response from [REDACTED] and then he rang the doorbell and yelled for [REDACTED]

At 2200 hours I was contacted by Stephanie from SCH who stated that [REDACTED] had passed away.

On 06/01/2016 the Montgomery County Coroner contacted Detective POTTER for additional information. The Coroners findings can be found in her report.

At this time it appears from observations at the scene and statements from RICH, that [REDACTED] backed the Dodge up out of the garage and knocked over the trash can. It appears that [REDACTED] pulled back up into the driveway to pick up the trash can. It was my conclusion that [REDACTED] got out of the Dodge without putting the vehicle in park and it moved forward and trapped [REDACTED] between [REDACTED]

6/5/2016 8:10:31 AM

the center post and the vehicle. It should be noted the vehicle was purchased by [REDACTED] on 03/26/2016. The transmission is automatic but is not the traditional transmission you would find on the floor or on the steering column that you would manually change. The transmission is a small knob on the front dash you would turn like a radio dial, with the corresponding PRND. Photos of the transmission gear button are attached to this report or available upon request.

I checked for vehicle recalls for any problems with the transmission for this make and model and found none. I did however find www.DodgeRam1500transmissionproblems.com which speaks of transmission/drivability issue, harsh shifting, problems with the rotary knob and dash mounted transmission shift selector.

A check of Carfax showed no recalls or service issues with the [REDACTED] dodge.

On 06/01/2016 I went to the residence and met with [REDACTED] I provided her with the information gathered and our conclusion of what occurred. I advised her my conclusion was reached from all of the available information and from what I believed to be the most logical sequence of events.

Reporting: Ofc. Frost Sgt. [Signature] Patrol Lt. [Signature] Admin Lt. [Signature]
Chief [Signature] C/R/O JK/JP



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



Incident Report Supplemental

CRN: [REDACTED]

Filing Officer: RICHARD, BRIAN; Officer; 42

Filing Date: 6/4/2016

Entered By: KANIEWSKI, JAMES; DISPATCHER; 77

Supplemental:

On Tuesday, May 31 2016, at approximately 1923 hours I responded to [REDACTED] for the report of a vehicle crash with entrapment. Sgt. PRATT, and Officer's BECKER and FROST also responded.

Upon arrival I observed a grey Dodge Ram truck in the driveway, the vehicle was facing the residence and it was partially in the right bay of the garage. There was a white male pinned between the vehicle and the center beam of the 2 car garage. I entered the garage and found the driver's side door open and the vehicle was in the drive gear. I put the vehicle in park and turned off the vehicle. Officer BECKER checked for a pulse with negative results.

Fire chief Lee MILLER entered the vehicle and EMS personnel supported the victim. MILLER reversed the vehicle which freed the victim from between the truck and the beam. EMS began CPR on the victim. He was transported to Suburban Community Hospital.

Officer BECKER and I began interviewing some of the neighbors who were on scene. There was no one who witnessed what had occurred.

The victim was identified by his wife as [REDACTED]. It appeared that [REDACTED] got out of the vehicle and did not put it in park. As the vehicle began to move forward he attempted to get back into the vehicle but got his arm pinned by the driver's side door and the door jam. He then slowly got wedged between the center beam of the garage and the truck.

There were no adverse weather conditions and the victims level (No observable incline or decline) driveway was paved and dry at the time of this incident.

Reporting: Ofc. B.R. Helt Sgt. J. Pratt Patrol Lt. [Signature] Admin Lt. [Signature]

Chief [Signature] C/R/O JK / JP



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



Incident Report Supplemental

CRN: [REDACTED]

Filing Officer: POTTER, BRAD; DETECTIVE; 38

Filing Date: 6/1/2016

Entered By: POTTER, BRAD; DETECTIVE; 38

Supplemental:

Accidental death - [REDACTED]

On Tuesday, May 31, 2016 at approximately 7:43 P.M. I was contacted by C.R.O. KANIEWSKI of the Whitpain Township Police Department and asked to respond to [REDACTED], Blue Bell, PA. [REDACTED] KANIEWSKI advised patrols are currently on a vehicle crash with rescue.

At approximately 7:59 P.M. I arrived on scene. I met with Sergeant Jay PRATT who briefed me on the incident. I then met with Traffic Safety Officer George FROST. Officer FROST completed his investigation at the scene. The victim, [REDACTED] was transported to Suburban Community Hospital. Fredericks wife, [REDACTED] was also at the hospital.

I responded to Suburban Community Hospital and met with [REDACTED] provided a written statement, see statement.

At approximately 10:00 P.M. [REDACTED] was pronounced deceased.

A copy of this supplement and [REDACTED] statement was left for Officer FROST to further his investigation.

R/O

Sgt.

Lt.

Chief



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



Incident Report Supplemental

CRN: [REDACTED]

Filing Officer: POTTER, BRAD; DETECTIVE; 38

Filing Date: 6/2/2016

Entered By: POTTER, BRAD; DETECTIVE; 38

Supplemental:

Accidental death - [REDACTED]

On Thursday, June 2, 2016, I received a report from the Montgomery County Coroner's Office regarding [REDACTED]. The cause of death was blunt impact injury to the chest. The manner of death was accident.

R/O

Sgt.

Lt.

Chief

SALTZ, MONGELUZZI, BARRETT & BENDESKY, P.C.

BY: ROBERT J. MONGELUZZI/ DAVID L. KWASS/

THOMAS G. OAKES II

IDENTIFICATION NO.: [REDACTED]

52ND FLOOR

1650 MARKET STREET

PHILADELPHIA, PA 19103

(215) 496-8282

ATTORNEYS FOR
PLAINTIFFS



LINDA M. GAGLIONE, Administratrix of the
ESTATE OF [REDACTED]

Blue Bell, PA [REDACTED]

v.

FCA US LLC

P.O. Box 21-8004

Auburn Hills, MI 48321-8004

And

REEDMAN-TOLL GENERAL PARTNER,
INC. d/b/a REEDMAN TOLL AUTO
WORLD

2600 Philmont Avenue – Suite 212
Huntingdon Valley, PA 19006

And

REEDMAN-TOLL, LP d/b/a
REEDMAN TOLL AUTO WORLD
1700 E. Lincoln Highway, #101
Langhorne, PA 19047

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
LAW DIVISION

DECEMBER TERM, 2016
No.

NOTICE TO PLEAD

NOTICE

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are

AVISO

"Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las páginas siguientes, tiene veinte (20) días, a partir de recibir esta demanda y la notificación para entablar personalmente o por un abogado una comparecencia escrita y también para entablar con la corte en forma escrita sus defensas y objeciones a las demandas

warned that if you fail to do so the case may proceed without you and a judgement may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL and INFORMATION
SERVICE

One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-1701"

contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

ASOCIACION DE LICENDIADOS DE
FILADELFIA
SERVICO DE REFERENCA E INFORMACION
LEGAL

One Reading Center
Filadelfia, Pennsylvania 19107
Telefono: (215) 238-1701"

COMPLAINT – CIVIL ACTION

1. On May 31, 2016, [REDACTED] as pinned and/or crushed to death in the driver's door jamb of his 2016 Dodge Ram Pickup Truck.

2. Plaintiff's Decedent [REDACTED], ("Decedent") died intestate, leaving his wife, [REDACTED] and his adult children [REDACTED] and [REDACTED], as his beneficiaries.

3. Plaintiff [REDACTED] was [REDACTED] at the time of his death, and she brings this suit as the Administratrix of the Estate of [REDACTED] and on behalf of those individuals entitled to recover for [REDACTED] wrongful death.

4. Plaintiff [REDACTED] is an adult individual residing at [REDACTED] Blue Bell, PA [REDACTED]

5. Defendant FCA US LLC ("FCA") is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business located at P.O. Box 21-8004, Auburn Hills, MI 48321-8004.

6. Defendant Reedman-Toll, LP d/b/a Reedman Toll Auto World is a Pennsylvania limited partnership with its principal place of business located at 1700 E. Lincoln Highway, #101, Langhorne, PA 19047.

7. Defendant Reedman-Toll General Partner, Inc. d/b/a Reedman Toll Auto World is a Pennsylvania corporation with its principle place of business located at 2600 Philmont Ave. - Suite 212, Huntingdon Valley, PA 19006.

8. At all relevant times, the Defendants delivered products into the stream of commerce within Pennsylvania with the expectation that its products will be purchased and/or utilized by consumers in Pennsylvania and particularly Philadelphia County.

9. At all relevant times, the Defendants purposefully established significant contacts within the Commonwealth of Pennsylvania, carried out and continues to carry out substantial,

continuous and systematic business activities in Pennsylvania, and regularly conducts business in and/or with customers located in Philadelphia County.

10. At all relevant times, the Defendants acted individually or by and through their separate and respective agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

11. At all relevant times, Defendants Reedman-Toll, LP and Reedman-Toll General Partner, Inc. individually and/or jointly, owned, operated, possessed, controlled, managed, and/or oversaw a certain car dealership located at 1700 E. Lincoln Highway, #101, Langhorne, PA 19047.

12. At all relevant times, Defendants Reedman-Toll, LP and Reedman-Toll General Partner, Inc. had entered into and operated as a partnership, joint venture, and/or joint enterprise.

13. Defendants Reedman-Toll, LP and Reedman-Toll General Partner, Inc., as members of a partnership, joint venture, and/or joint enterprise, are vicariously liable for each other's tortious conduct regarding the partnership, joint venture, and/or joint enterprise.

14. For purposes of this Complaint, Reedman-Toll, LP and Reedman-Toll General Partner, Inc. shall be collectively referred to as "Reedman".

15. Prior to May 31, 2016, Plaintiff's Decedent, Frederick P. Catona, leased a 2016 Dodge Ram Pickup, VIN # 3C6RR7LT6GG [REDACTED] ("Subject Vehicle") from Reedman.

16. At all relevant times, the Subject Vehicle was designed, manufactured, assembled, manufactured, distributed, supplied, sold and/or marketed by or on behalf of FCA.

17. The Subject Vehicle is standardly equipped with an electronic rotary dial gear shift interface.

18. On May 31, 2016 [REDACTED] was utilizing the Subject Vehicle.

19. The Subject Vehicle was kept on the right side of a two-car garage at [REDACTED] residence ("Garage").

20. The entrance to the Garage is comprised of two separate garage doors, separated by a central wall, consisting, in part, of brick and wood ("Garage Framing/Pillar").

21. Decedent entered the Subject Vehicle via the driver's side door and then proceeded to reverse and/or back out of the Garage.

22. After fully or partially reversing and/or backing out of the Garage, [REDACTED] got out of the Subject Vehicle.

23. After [REDACTED] got out of the Subject Vehicle, the Subject Vehicle moved forward, pinning and/or crushing Decedent between the driver's side door jamb and the Garage Framing/Pillar.

24. The Subject Vehicle moved forward, injuring and killing Decedent, because, *inter alia*, the electronic rotary gear shifter interface permitted the Subject Vehicle to shift/slip out of the park position and/or because it permitted [REDACTED] to get out of the Subject Vehicle while it was not in the park position.

25. Due to being struck, pinned, and/or crushed by the Subject Vehicle, Plaintiff's Mr. Catona suffered serious and catastrophic blunt impact-related injuries.

26. Despite immediate and continuous medical attention, Mr. Catona ultimately died from his injuries.

27. As a direct and proximate result of the carelessness, negligence, and/or other liability-producing conduct of Defendants, Plaintiff's Decedent suffered serious and catastrophic blunt impact-related injuries, excruciating conscious pain and suffering with full knowledge of his impending death, and ultimately died as a result of his injuries.

28. Defendants are jointly and severally liable to Plaintiff.

COUNT I - NEGLIGENCE
PLAINTIFF v. ALL DEFENDANTS

29. All preceding paragraphs are incorporated as if set forth at length herein.

30. Defendants, by and through their separate and respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and/or distributors, was negligent generally and in the following specific respects:

- (a) failing to design and/or utilize proper designs or procedures for the Subject Vehicle;
- (b) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product in a defective condition;
- (c) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product that was unreasonably dangerous;
- (d) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product which was not reasonably fit, suitable and/or safe for its intended and represented purpose;
- (e) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product which lacked all necessary safety features;
- (f) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product which could be designed more safely;
- (g) designing, assembling, manufacturing, selling, supplying, distributing, building, re-building, installing and/or constructing a product without appropriate safety devices;
- (h) failing to adequately and properly test said product after its design and/or assembly under reasonably foreseeable circumstances;
- (i) failing to have adequate warnings on the product and/or manual;

- (j) designing the Subject Vehicle and/or component parts in a dangerous way as to not protect those who used and/or utilized the Subject Vehicle or were in the vicinity of the Subject Vehicle;
- (k) failing to investigate, retain, and analyze prior accident information in order to warn and/or notify ultimate users of product defects and injuries;
- (l) failing to ensure the compatibility of the components for the Subject Vehicle;
- (m) failing to ensure the parts did not malfunction during use of the Subject Vehicle;
- (n) failing to conduct a Failure Mode and Effects Analysis;
- (o) failing to test the Subject Vehicle or exemplar Subject Vehicle to failure;
- (p) failing to focus group test warnings and instruction manuals;
- (q) failing to design and/or utilize proper designs or procedures for the manufacture, assembly, sale, and/or distribution of the Subject Vehicle;
- (r) failing to adequately and properly test said product after its design and/or assembly under reasonably foreseeable circumstances;
- (s) designing the Subject Vehicle in a dangerous way as to not protect users and bystanders near the Subject Vehicle;
- (t) failing to investigate, retain, and analyze prior accident information in order to warn and/or notify ultimate users of product defects and injuries;
- (u) failing to ensure the parts did not break or permit breakage;
- (v) failing to offer and/or provide training services with regards to proper Subject Vehicle usage;
- (w) failing to test and/or determine what applications the Subject Vehicle should be used for in a safe manner, free of hazardous conditions; and/or
- (x) failing to ensure and/or warn customers and/or those utilizing the Subject Vehicle which equipment and/or materials were compatible with the safe utilization of the Subject Vehicle.

31. As a direct, proximate, and foreseeable result of Defendants' negligence, carelessness, and/or negligent acts/omissions, Plaintiff's Decedent suffered catastrophic blunt impact-related injuries and death.

32. By conducting itself as set forth above, Defendants' acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of Plaintiff's Decedent's blunt impact-related injuries and death.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, and such other damages as the Court deems just and appropriate.

COUNT II – STRICT LIABILITY
PLAINTIFF v. ALL DEFENDANTS

33. All preceding paragraphs are incorporated as if set forth at length herein.

34. Defendants, by and through their separate and respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors, is strictly liable under §402(A) of the Restatement of the Law of Torts (Second) because:

- (a) Defendants are engaged in the business of designing, manufacturing, assembling, distributing, selling and/or supplying motor vehicles, including the Subject Vehicle;
- (b) The Subject Vehicle involved in the subject accident was marketed and placed in the general stream of commerce by Defendants;
- (c) Said Subject Vehicle was expected to and did reach users without substantial change in the condition in which it was designed, manufactured, assembled, distributed and/or sold; and
- (d) Said Subject Vehicle was designed, manufactured, assembled, distributed and/or sold in a unreasonably dangerous and defective condition for the reasons set forth below.

35. Defendants, by and through their respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors, is strictly liable under §402(A) of the Restatement of the Law of Torts (Second), by:

- (a) Designing, assembling, manufacturing, selling, supplying and distributing a product in a defective condition;
- (b) Designing, assembling, manufacturing, selling, supplying and distributing a product that was unreasonably dangerous to its intended and foreseeable users;
- (c) Designing, assembling, manufacturing, selling, supplying and distributing a product that was not safe for all of its intended and represented purposes;
- (d) Failing to have adequate warnings on the product and/or manual;
- (e) Failing to provide adequate warnings to the ultimate users of the product;
- (f) Designing, assembling, manufacturing, selling, supplying and distributing a product which lacked all the necessary safety features to protect users of said products;
- (g) Failing to either know of prior accidents and injuries with the product and/or failing to correct and prevent the same accidents and injuries from reoccurring;
- (h) Designing, assembling, manufacturing, selling, supplying and distributing a product that lacked appropriate safety devices; and/or
- (i) A malfunction of the Subject Vehicle.

36. By conducting itself as set forth above, Defendants' acts and/or omissions, individually and/or collectively, were a substantial factor in, a factual cause of, and/or increased the risk of Plaintiff's Decedent's catastrophic blunt impact-related injuries and death.

37. By reason of Defendants' breach of duties pursuant to §402(A) of the Restatement (Second) of Torts, by and through their respective agents, servants, workmen, contractors,

suppliers, distributors and/or employees as aforesaid, Plaintiff's Decedent was caused to sustain catastrophic blunt impact-related injuries and death.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, and such other damages as the Court deems just and appropriate.

COUNT III - WRONGFUL DEATH
PLAINTIFF v. ALL DEFENDANTS

38. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

39. Plaintiff [REDACTED], as Administratrix of the Estate of [REDACTED], deceased, brings this action on behalf of Decedent's next of kin/statutory beneficiaries against Defendants for wrongful death.

40. Decedent, [REDACTED] is survived by his wife, [REDACTED] residing at [REDACTED] Blue Bell, PA [REDACTED]; his adult son, [REDACTED], residing at [REDACTED], Swarthmore, PA [REDACTED]; his adult sons, [REDACTED] and [REDACTED] both residing at [REDACTED] Swarthmore, PA [REDACTED]

41. No action for damages was brought by or on behalf of [REDACTED] during his lifetime as a result of the accident at issue in this case.

42. Plaintiff brings this action for Wrongful Death on behalf of all persons entitled to recover under law, claims all medical, funeral, burial, and estate administration expenses, the loss of services, society, comfort, guidance and tutelage due to the death of [REDACTED] all pecuniary loss suffered by decedent's next of kin/statutory beneficiaries by reason of the death of [REDACTED] and all other damages recoverable under applicable law.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, and such other damages as the Court deems just and appropriate.

COUNT IV – SURVIVAL ACTION
PLAINTIFF v. ALL DEFENDANTS

43. Plaintiff incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

44. Plaintiff, as the Administratrix of the Estate of [REDACTED], deceased, on behalf of the Estate of [REDACTED], brings this action under the applicable Survival Act and claims all benefits of the Survival Act or law governing the survival of actions on behalf of herself and other persons entitled to recover under law.

45. Plaintiff, on behalf of the Estate of [REDACTED], claims all damages suffered by the Estate by reason of the death of [REDACTED] including without limiting the generality of the foregoing: damages for the anxiety, fear, serious injuries, the great and unspeakable conscious pain and suffering, both physical and emotional, and other intangible losses which [REDACTED] underwent prior to his death as a result of being pinned and/or crushed by the Subject Vehicle; the loss of life and of life's pleasures, the loss of future earning capacity suffered by [REDACTED] from the date of his death until his time in the future that he would have lived had he not died as a result of the injuries he sustained; and the total limitation and deprivation of [REDACTED] normal activities, pursuits, and pleasures from the date of his death until such time in the future as he would have lived had he not died as a result of the injuries sustained by reason of the negligence, carelessness, and other liability-producing conduct of the Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants for damages, together with interest, costs of suit, and such other damages as the Court deems just and appropriate.

SALTZ, MONGELUZZI, BARRETT & BENDESKY, P.C.

BY: /s/ Robert J. Mongeluzzi
ROBERT J. MONGELUZZI, ESQUIRE
DAVID L. KWASS, ESQUIRE
THOMAS G. OAKES II, ESQUIRE
Attorneys for Plaintiff

Dated: December 30, 2016

VERIFICATION

I, [REDACTED], hereby verify that the facts set forth in the within Complaint are true and correct to the best of my knowledge, information, and belief. This Verification is made subject to the penalties of the 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.



Date: 12/29/2016

Police Central Incident Report

CRN: [REDACTED]



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



ORI: [REDACTED]

Report Date: 5/31/2016

CRN: [REDACTED]

Incident Information**INCIDENT TYPES**

Accidental Death {S67}

COUNTS

1

CODE

S67

Incident Occurred At: 5/31/2016 19:23 From: 5/31/2016 19:23 To:

Incident Location: [REDACTED] BLUE BELL, PA [REDACTED]

Code: 14

Premise Type:

Residence

Stranger?

Weapon:

Total Number Arrested: Arrested at or near offense scene? False

Squad:

23

Call Handled Other PD:

Assisting Officer 1:

OFC RICHARD

Assisting Officer 2:

OFC BECKER

Arrest Type:

Open Inactive:

Not For Release:

False

Report:

True

Officer:

False

Sergeant:

False

Traffic:

False

File:

False

People Involved**COMPLAINANT**

Name: ROBERT RICH

Address: [REDACTED] BLUE BELL, PA [REDACTED]

Race: W

Sex: M

Ethnicity: N

Height:

Weight:

DOB: [REDACTED]

SSN: [REDACTED]

DL# [REDACTED]

DL State: PA

Daytime Phone

Evening Phone

Employer/Occupation

Student?: False

Home Phone:

Work Phone:

Cell Phone:

VICTIM

Name: [REDACTED]

Address: [REDACTED] CIR BLUE BELL, PA [REDACTED]

Race: W

Sex: M

Ethnicity: N

Height: 511

Weight:

DOB: [REDACTED]

SSN: [REDACTED]

DL# [REDACTED]

DL State: [REDACTED]

Daytime Phone

Evening Phone

Employer/Occupation

Student?: False

Home Phone: 215-896-7343

Work Phone:

Cell Phone:

Vehicle Information

Year	Make	Model	Color	Tag	State	Reg. Year	VIN	Stolen	Recovered	Impounded
2016	Dodge	RAM PICKUP TRUCK	Gray	[REDACTED]	PA	2017	3C6RR7LT6GG [REDACTED]			

Total Number of Rows: 1

Narrative

Responded to the residence for a report of a vehicle crash - Upon arrival found [REDACTED] w/m DOB [REDACTED] wedged between his overhead garage door entrance/exit and his Dodge pickup truck - Centre Square Fire Co responded for a rescue - 385 responded and transported to Suburban Community Hospital - Victims wife on location at the home - Press Release completed - See report. (BR, WB, JP, BP)

At 1943 hrs, Detective POTTER was contacted and was asked to respond to the scene.

At 1959 hrs, Detective POTTER arrived on scene.

At 2000 hrs, Lt. ARMSTRONG was contacted and advised of the incident.

At 2200 hrs, Stephanie from Suburban Community Hospital called to advise [REDACTED] was officially pronounced deceased.

Clearance Information

Reason: Exceptionally Cleared

Date of Clearance: 5/31/2016

Juvenile: False

Report Date: 5/31/2016

Reporting Officer: OFC FROST (40)

Assigned To: OFC FROST (40)

Approving Officer: SGT PRATT (23)



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



Incident Report Supplemental

CRN: [REDACTED]

Filing Officer: FROST, GEORGE; Officer; 40

Filing Date: 6/3/2016

Entered By: KANIEWSKI, JAMES; DISPATCHER; 77

Supplemental:

On Tuesday May 31, 2016 at 1923 hours the Whitpain Police Department responded to [REDACTED] in regard to a one (1) vehicle crash into a home. The first responding Officers, RICHARD and BECKER observed a male later identified as [REDACTED] wedged between his vehicle and the center post of his garage.

Officer RICHARD stated in his supplement that is attached to this report that upon his arrival he found [REDACTED] wedged between his garage center post and his 2016 Dodge Ram Pennsylvania registration ZHW-7560, with the automatic transmission knob still in drive. Upon arrival of the Centre Square Fire Company, and the Second Alarmers Ambulance it was decided that the best course of action was to slowly back the Dodge up and for Second Alarmers to support [REDACTED] so he would not fall. After The Dodge was backed up and [REDACTED] was freed, he was placed on a gurney and CPR was initiated.

[REDACTED] was transported to Suburban Community Hospital (SCH). Detective Brad POTTER met with [REDACTED] at the hospital. In the interview [REDACTED] stated the following :

- That she and [REDACTED] had just returned from Thailand, and the flight was twenty three (23) hours.
- She was sleeping upstairs and [REDACTED] was going out to play tennis.
- She was awoken by a "boom" and then heard the yells of her neighbors.
- She stated [REDACTED] had just leased the truck at the end of March / early April.
- She was unaware of any problems [REDACTED] might have had with operating the vehicle.
- Copy of this interview attached.

I also spoke with the first neighbor on scene, Robert RICH, who gave me a verbal and written statement on what he observed and heard:

- RICH heard a crash from [REDACTED] driveway.
- RICH did not see the fatal incident but did see things flying. RICH stated that [REDACTED] had knocked over his trash can and when he arrived he found [REDACTED] wedged between his truck and the center post.
- RICH stated he got no response from [REDACTED] and then he rang the doorbell and yelled for [REDACTED]

At 2200 hours I was contacted by Stephanie from SCH who stated that [REDACTED] had passed away.

On 06/01/2016 the Montgomery County Coroner contacted Detective POTTER for additional information. The Coroners findings can be found in her report.

At this time it appears from observations at the scene and statements from RICH, that [REDACTED] backed the Dodge up out of the garage and knocked over the trash can. It appears the [REDACTED] pulled back up into the driveway to pick up the trash can. It was my conclusion that [REDACTED] got out of the Dodge without putting the vehicle in park and it moved forward and trapped [REDACTED] between

6/5/2016 8:10:31 AM

the center post and the vehicle. It should be noted the vehicle was purchased by [REDACTED] on 03/26/2016. The transmission is automatic but is not the traditional transmission you would find on the floor or on the steering column that you would manually change. The transmission is a small knob on the front dash you would turn like a radio dial, with the corresponding PRND. Photos of the transmission gear button are attached to this report or available upon request.

I checked for vehicle recalls for any problems with the transmission for this make and model and found none. I did however find www.DodgeRam1500transmissionproblems.com which speaks of transmission/drivability issue, harsh shifting, problems with the rotary knob and dash mounted transmission shift selector.

A check of Carfax showed no recalls or service issues with the [REDACTED] dodge.

On 06/01/2016 I went to the residence and met with [REDACTED] I provided her with the information gathered and our conclusion of what occurred. I advised her my conclusion was reached from all of the available information and from what I believed to be the most logical sequence of events.

Reporting: Ofc. Frost Sgt. [Signature] Patrol Lt. [Signature] Admin Lt. [Signature]
Chief [Signature] C/R/O JK/JP



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



Incident Report Supplemental

CRN: [REDACTED]

Filing Officer: RICHARD, BRIAN; Officer; 42

Filing Date: 6/4/2016

Entered By: KANIEWSKI, JAMES; DISPATCHER; 77

Supplemental:

On Tuesday, May 31 2016, at approximately 1923 hours I responded to [REDACTED] for the report of a vehicle crash with entrapment. Sgt. PRATT, and Officer's BECKER and FROST also responded.

Upon arrival I observed a grey Dodge Ram truck in the driveway, the vehicle was facing the residence and it was partially in the right bay of the garage. There was a white male pinned between the vehicle and the center beam of the 2 car garage. I entered the garage and found the driver's side door open and the vehicle was in the drive gear. I put the vehicle in park and turned off the vehicle. Officer BECKER checked for a pulse with negative results.

Fire chief Lee MILLER entered the vehicle and EMS personnel supported the victim. MILLER reversed the vehicle which freed the victim from between the truck and the beam. EMS began CPR on the victim. He was transported to Suburban Community Hospital.

Officer BECKER and I began interviewing some of the neighbors who were on scene. There was no one who witnessed what had occurred.

The victim was identified by his wife as [REDACTED]. It appeared that [REDACTED] got out of the vehicle and did not put it in park. As the vehicle began to move forward he attempted to get back into the vehicle but got his arm pinned by the driver's side door and the door jam. He then slowly got wedged between the center beam of the garage and the truck.

There were no adverse weather conditions and the victims level (No observable incline or decline) driveway was paved and dry at the time of this incident.

Reporting: Ofc. B.R. Helt Sgt. J. Pratt Patrol Lt. [Signature] Admin Lt. [Signature]

Chief [Signature] C/R/O JK / JP



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



Incident Report Supplemental

CRN: [REDACTED]

Filing Officer: POTTER, BRAD; DETECTIVE; 38

Filing Date: 6/1/2016

Entered By: POTTER, BRAD; DETECTIVE; 38

Supplemental:

Accidental death - [REDACTED]

On Tuesday, May 31, 2016 at approximately 7:43 P.M. I was contacted by C.R.O. KANIEWSKI of the Whitpain Township Police Department and asked to respond to [REDACTED], Blue Bell, PA. [REDACTED] KANIEWSKI advised patrols are currently on a vehicle crash with rescue.

At approximately 7:59 P.M. I arrived on scene. I met with Sergeant Jay PRATT who briefed me on the incident. I then met with Traffic Safety Officer George FROST. Officer FROST completed his investigation at the scene. The victim, [REDACTED] was transported to Suburban Community Hospital. Fredericks wife, [REDACTED] was also at the hospital.

I responded to Suburban Community Hospital and met with [REDACTED] provided a written statement, see statement.

At approximately 10:00 P.M. [REDACTED] was pronounced deceased.

A copy of this supplement and [REDACTED] statement was left for Officer FROST to further his investigation.

R/O

Sgt.

Lt.

Chief

6/1/2016 8:39:11 AM



WHITPAIN TOWNSHIP POLICE
MONTGOMERY COUNTY
BLUE BELL, PA 19422



Incident Report Supplemental

CRN: [REDACTED]

Filing Officer: POTTER, BRAD; DETECTIVE; 38

Filing Date: 6/2/2016

Entered By: POTTER, BRAD; DETECTIVE; 38

Supplemental:

Accidental death - [REDACTED]

On Thursday, June 2, 2016, I received a report from the Montgomery County Coroner's Office regarding [REDACTED]. The cause of death was blunt impact injury to the chest. The manner of death was accident.

R/O

Sgt.

Lt.

Chief