

CONNOR | PITCHFORD, LLC

Christina L. Pitchford, Esquire

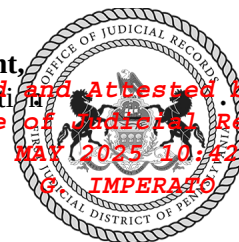
Attorney I.D. # [REDACTED]

295 E. Swedesford Road, Suite #346

Attorney for Defendant,

Mainline Auto Corporation

Filed and Attested by the
Office of Judicial Records
14 MAY 2025 10:42 am



[REDACTED]	:	COURT OF COMMON PLEAS
[REDACTED]	:	PHILADELPHIA COUNTY
Plaintiff	:	
vs.	:	
	:	FEBRUARY TERM, 2024
	:	NO. 00518
EAN HOLDINGS, LLC, CAMRAC, LLC,	:	
MANHEIM, INC., COX AUTOMOTIVE, INC.,	:	
IVOL ENTERPRISES, LTD., MAINLINE AUTO	:	
CORPORATION and GENERAL MOTORS, LLC	:	
Defendants	:	
vs.	:	
	:	
ROYAL MOTOR CARS, INC. and:	:	
CAPITAL MOTORS AUTOBODY WORK	:	
Additional Defendants	:	

NOTICE TO DEFEND

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 attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment 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.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND
INFORMATION SERVICE
One Reading Center
Philadelphia Pennsylvania 19107
Telephone: (215) 238-1701

CONNOR | PITCHFORD, LLC
Christina L. Pitchford, Esquire
Attorney I.D. # [REDACTED]
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Wayne, PA 19087
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cpitchford@ccplegal.com

Attorney for Defendant,
Mainline Auto Corporation

[REDACTED]	:	COURT OF COMMON PLEAS
Plaintiff	:	PHILADELPHIA COUNTY
vs.	:	
	:	FEBRUARY TERM, 2024
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CORPORATION and GENERAL MOTORS, LLC	:	
Defendants	:	
vs.	:	
	:	
ROYAL MOTOR CARS, INC. and	:	
CAPITAL MOTORS AUTOBODY WORK	:	
Additional Defendants	:	

**JOINDER COMPLAINT OF DEFENDANT, MAINLINE AUTO CORPORATION, AGAINST
ADDITIONAL DEFENDANTS, ROYAL MOTOR CARS, INC. AND CAPITAL MOTORS
AUTOBODY WORK**

Moving Defendant, Mainline Auto Corporation, by and through its counsel, Connor | Pitchford, LLC, files the within Joinder Complaint against Additional Defendants, Royal Motor Cars, Inc. and Capital Motors Autobody Work, and in support thereof, avers as follows:

1. On or about February 5, 2024, Plaintiff, [REDACTED] filed a Civil Action Complaint, grounded in negligence, in the Philadelphia County Court of Common Pleas alleging that Plaintiff sustained personal injuries from an airbag being deployed in a motor vehicle accident which occurred at or near Rockland Street, Philadelphia, Pennsylvania on September 4, 2023.

2. On or about June 5, 2024, Plaintiff, [REDACTED] filed an Amended Complaint, to which Defendant, Mainline Auto Corporation filed an Answer. A true and correct copy of Plaintiff's Amended Complaint is attached hereto and marked as Exhibit "A".

3. Moving Defendant, Mainline Auto Corporation, denies all allegations of negligence asserted by Plaintiff and/or Original Defendants.

4. In Plaintiff's Amended Complaint, Plaintiff alleges that she was the operator of a motor vehicle, a 2021 Chevrolet Malibu, VIN No, [REDACTED] ("the vehicle") owned by her mother, [REDACTED] that was involved in an accident on September 4, 2023. See Exhibit "A"

5. Plaintiff alleges that she sustained personal injuries when the airbag deployed. See Exhibit "A"

6. Additional Defendants, Capital Motors Autobody Work, installed the airbag in question.

7. Additional Defendant, Capital Motors Autobody Work, is a New York corporation with a principal place of business located at [REDACTED]

8. Plaintiff alleges that EAN Holdings, LLC utilized the vehicle in its rental fleet and that on November 6, 2021, the vehicle was involved in front impact accident where the frontal airbags deployed. See Exhibit "A"

9. Plaintiff further alleges that EAN sold the vehicle to Camrac, LLC, who in turn sold the vehicle to IVOL Enterprises, who in turn sold the vehicle to Mainline Auto Corporation. See Exhibit "A"

10. Plaintiff further claims that her mother, [REDACTED] purchased the vehicle from Mainline Auto Corporation. See Exhibit "A"

11. It is believed and therefore averred that IVOL Enterprises does not have applicable insurance to cover the damages being alleged by Plaintiff.

12. It is believed and therefore averred that Co-Defendant IVOL Enterprises is undercapitalized.

13. It is believed and therefore averred that [REDACTED] is the owner of Co-defendant IVOL Enterprises, Inc.

14. It is believed and therefore averred that Co-Defendant IVOL Enterprise failed to adhere to corporate formalities, substantially intermixing with the personal assets of [REDACTED]

15. It is believed and therefore averred that [REDACTED] is also the owner of Royal Motor Cars, Inc.

16. Additional Defendant, Royal Motor Cars, Inc., is a New York corporation with a principal place of business located at 261 Uniondale Ave, Uniondale, New York.

17. It is believed and therefore averred that Co-Defendant IVOL Enterprise failed to adhere to corporate formalities, substantially intermixing with the assets of Royal Motor Cars, Inc.

18. Defendant, Mainline Auto Corporation, subsequently received documentation establishing that Additional Defendant, Royal Motor Cars, Inc. purchased parts for the vehicle while it was owned by IVOL.

19. Defendant, Mainline Auto Corporation, subsequently received documentation establishing that Additional Defendant, Royal Motor Cars, Inc. had repair performed to the vehicle while the vehicle was owned by IVOL.

20. It is believed and therefore averred that Royal Motor Cars, Inc. was used to avoid liability

COUNT I - NEGLIGENCE
DEFENDANT, MAINLINE AUTO CORPORATION V.
ADDITIONAL DEFENDANT, ROYAL MOTOR CARS, INC.

21. Defendant, Mainline Auto Corporation, hereby incorporates by reference its allegations contained in the above paragraphs as if same were more fully set forth at length herein.

22. Moving Defendant, Mainline Auto Corporation, denies any and all liability for the claims asserted by Plaintiff, but if upon adjudication of Plaintiff establishes her cause of action, the alleged injuries were caused as a direct and proximate negligence, carelessness, and other liability-producing conduct of the Additional Defendant, Royal Motor Cars, Inc., which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described herein presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to sell a vehicle with a safe airbag system;
- c. Failing to sell a vehicle with a safe airbag module;

- e. Failing to sell a vehicle with a safe airbag cover;
- f. Selling a vehicle with a defective and unsafe airbag system;
- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- j. Failing to warn the purchaser of the vehicle that the airbag system GM installed in the vehicle was replaced with airbag component parts manufactured in China;
- k. Negligently repairing the subject vehicle's airbag system with incompatible and incorrect parts manufactured in China;
- l. Negligently purchasing an improper, fake reproduction parts;
- m. Installing an unsafe and defective airbag module into the subject vehicle;
- n. Purchasing unsafe/defective/improper parts to use as part of the installation
- o. Installing a defective and unsafe airbag cover into the subject vehicle.
- p. Installing a defective and unsafe airbag system into the vehicle;
- q. Installing an airbag system that was not the correct airbag system for this vehicle;
- r. Removing the airbag component parts GM installed into the vehicle and replacing them with parts manufactured in China;
- s. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- t. Failing to warn purchasers of the vehicle that the airbag component parts that GM installed into the vehicle were replaced with parts manufactured in China;
- u. Misrepresenting the safety of the airbag system in the subject vehicle.

23. Moving Defendant, Mainline Auto Corporation, denies any and all liability for the claims asserted by Plaintiff, but if upon adjudication of Plaintiff's cause of action it is determined that Plaintiff's claims are proven against Moving Defendant, then Additional Defendant, Royal Motor Cars, Inc.'s negligence was a proximate cause of, substantial factor, factual cause and/or legal cause of the Plaintiff's aforesaid alleged damages, and Additional Defendant, Royal Motor Cars, Inc., is alone liable to Plaintiff,

jointly and severally liable to Plaintiff and/or liable over to Moving Defendant for contribution and/or indemnity.

24. In the alternative, any liability on the part of Moving Defendant would be passive and secondary, whereas the liability of Additional Defendant, Royal Motor Cars, Inc., would be active and primary.

25. If the allegations contained in Plaintiff's Complaint are proven true at the time of trial, the Additional Defendant, Royal Motor Cars, Inc., is liable in whole or in part to Plaintiff or liable over to Moving Defendant.

WHEREFORE, Defendant, Mainline Auto Corporation, demands judgment in its favor and against all parties, together with interest, costs and such other relief as this Honorable Court deems just and proper.

COUNT II - NEGLIGENCE
DEFENDANT, MAINLINE AUTO CORPORATION V.
ADDITIONAL DEFENDANT, CAPITAL MOTORS AUTOBODY WORK

26. Defendant, Mainline Auto Corporation, hereby incorporates by reference its allegations contained in the above paragraphs as if same were more fully set forth at length herein.

27. Moving Defendant, Mainline Auto Corporation, denies any and all liability for the claims asserted by Plaintiff, but if upon adjudication of Plaintiff establishes her cause of action, the alleged injuries were caused as a direct and proximate negligence, carelessness, and other liability-producing conduct of the Additional Defendant, Royal Motor Cars, Inc., which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described herein presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to sell a vehicle with a safe airbag system;
- c. Failing to sell a vehicle with a safe airbag module;
- e. Failing to sell a vehicle with a safe airbag cover;

- f. Selling a vehicle with a defective and unsafe airbag system;
- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- j. Failing to warn the purchaser of the vehicle that the airbag system GM installed in the vehicle was replaced with airbag component parts manufactured in China;
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- p. Installing a defective and unsafe airbag system into the vehicle;
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- r. Removing the airbag component parts GM installed into the vehicle and replacing them with parts manufactured in China;
- s. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- t. Failing to warn purchasers of the vehicle that the airbag component parts that GM installed into the vehicle were replaced with parts manufactured in China;
- u. Misrepresenting the safety of the airbag system in the subject vehicle.

20. Moving Defendant, Mainline Auto Corporation, denies any and all liability for the claims asserted by Plaintiff, but if upon adjudication of Plaintiff's cause of action it is determined that Plaintiff's claims are proven against Moving Defendant, then Additional Defendant, Royal Motor Cars, Inc.'s negligence was a proximate cause of, substantial factor, factual cause and/or legal cause of the Plaintiff's aforesaid alleged damages, and Additional Defendant, Royal Motor Cars, Inc., is alone liable to Plaintiff,

jointly and severally liable to Plaintiff and/or liable over to Moving Defendant for contribution and/or indemnity.

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22. If the allegations contained in Plaintiff's Complaint are proven true at the time of trial, the Additional Defendant, Royal Motor Cars, Inc., is liable in whole or in part to Plaintiff or liable over to Moving Defendant.

WHEREFORE, Defendant, Mainline Auto Corporation, demands judgment in its favor and against all parties, together with interest, costs and such other relief as this Honorable Court deems just and proper.

CONNOR | PITCHFORD, LLC

By: /s/ Christina L. Pitchford
CHRISTINA L. PITCHFORD, ESQUIRE
Attorney for Defendant, Mainline Auto
Corporation

VERIFICATION

I, Anatoliy Babchinsky, state that I am the representative for Defendant, Mainline Auto Corporation and, having authority to execute this Verification in the within action, hereby state that the facts set forth in the foregoing Joinder Complaint are true and correct to the best of my knowledge, information and belief.

This Verification is made subject to the penalties of 18 Pa. C. S. §4904 relating to unsworn falsification to authorities.


Name: Anatoliy Babchinsky
Title: GM

CONNOR | PITCHFORD, LLC
Christina L. Pitchford, Esquire
Attorney I.D. # [REDACTED]
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cpitchford@ccplegal.com

Attorney for Defendant,
Mainline Auto Corporation

[REDACTED]	:	COURT OF COMMON PLEAS
Plaintiff	:	PHILADELPHIA COUNTY
vs.	:	
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EAN HOLDINGS, LLC, CAMRAC, LLC,	:	NO. 00518
MANHEIM, INC., COX AUTOMOTIVE, INC.,	:	
IVOL ENTERPRISES, LTD., MAINLINE AUTO	:	
CORPORATION and GENERAL MOTORS, LLC	:	
Defendants	:	
vs.	:	
	:	
ROYAL MOTOR CARS, INC. and	:	
CAPITAL MOTORS AUTOBODY WORK	:	
Additional Defendants	:	

CERTIFICATE OF SERVICE

CHRISTINA L. PITCHFORD, ESQUIRE, attorney for Defendant, Mainline Auto Corporation,
hereby certifies that a true and correct copy of Defendant's Joinder Complaint was served upon all
counsel of record via electronic mail and/or U.S. Regular Mail.

CONNOR | PITCHFORD, LLC

By: /s/ Christina L. Pitchford
CHRISTINA L. PITCHFORD, ESQUIRE
Attorney for Defendant

DATE: May 14, 2025

Case ID: [REDACTED]

EXHIBIT “A”

Jaime D. Jackson, Esquire
Attorney I.D. No.: PA 80448
jaime@jaimejacksonlaw.com
JAIME JACKSON LAW, P.C.
P.O. Box 248
Landisville, Pennsylvania 17538
[REDACTED]
Attorney for Plaintiff



**THIS IS A MAJOR JURY MATTER.
AN ASSESSMENT OF DAMAGES
HEARING IS REQUIRED.**

[REDACTED]
[REDACTED]

Plaintiff

vs.

EAN HOLDINGS, LLC
600 Corporate Park Drive
St. Louis, Missouri

CAMRAC LLC
8 Ella Grasso Turnpike
Windsor Locks, CT 06096

MANHEIM, INC.
123 Williams St
North Dighton, MA 02764

COX AUTOMOTIVE INC.
6205 Peachtree Dunwoody Rd.
Atlanta, GA 30328

IVOL ENTERPRISES, LTD
261 Uniondale Avenue
Uniondale, NY 11553

MAINLINE AUTO GROUP, INC.
4075 Torresdale Ave
Philadelphia, Pennsylvania 19124

IN THE COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

FEBRUARY TERM 2024

No. [REDACTED]

JURY TRIAL DEMANDED

GENERAL MOTORS, LLC
c/o CT Corporation System
600 N. 2nd Street, Suite 401
Harrisburg, Pennsylvania 1710

Defendants

PLAINTIFF'S AMENDED COMPLAINT

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THE OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER

**Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, PA 19107
Telephone Number: (215) 238-1701**

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THE 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.

AVISO

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

**Asociacion De Licenciados De Filadelfia
Servicio De Referencia E Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107**

[REDACTED]

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.

PARTIES

1. Plaintiff, [REDACTED] is an adult individual residing [REDACTED]
[REDACTED]

2. Defendant EAN Holdings, LLC, is a limited liability company authorized and existing under the laws of Delaware, with its principal office at 600 Corporate Park Drive, St. Louis, Missouri.

3. Defendant CAMRAC, LLC, is a limited liability company authorized and existing under the laws of Delaware with its principal office at 8 Ella Grasso Turnpike, Windsor Locks, CT 06096.

4. Defendant Manheim Inc. is a corporation authorized and existing under the laws of Delaware with its office location at 123 Williams St, North Dighton, MA 02764, and its principal office at 6205 Peachtree Dunwoody Road, Atlanta, GA 30328. Manheim Inc. may be served with process at its registered agent: Corporation Service Company, 84 State St., Boston, MA 02109.

5. Defendant Cox Automotive, Inc. is a corporation authorized and existing under the laws of Delaware with its principal office at 6205 Peachtree Dunwoody Road, Atlanta, GA 30328. Cox Automotive, Inc. may be served with process at its registered agent: Corporation Service Company, 2 Sun Court, Suite 400, Peachtree Corners, GA 30092.

6. Defendant IVOL Enterprises is a New York state domestic business corporation with a business address of 261 Uniondale Avenue, Uniondale, NY 11553.

7. Defendant Main Line Auto Group, Inc., d/b/a Main Line Auto is a Pennsylvania domestic corporation with a business address of 12043 Bustleton Ave., Philadelphia,

Pennsylvania with dealerships under the business name Main Line Auto located at 5825 N. Broad Street, Philadelphia, Pennsylvania 19141 and 4075 Torresdale Ave., Philadelphia, Pennsylvania 19124.

8. At all times relevant hereto, Defendant General Motors, LLC, was and is a limited liability company organized and existing under the laws of the State of Delaware with its principal place of business in Detroit, Michigan. Upon information and belief, General Motors, LLC was formerly known as General Motors Corporation and NGMCO, Inc. Upon information and belief, General Motors, LLC acquired substantially all of the assets of the General Motors Corporation on July 10, 2009, in a transaction executed under the jurisdiction and approval of the United States Bankruptcy Court for the Southern District of New York. In acquiring these assets, General Motors, LLC assumed responsibility for product liability claims involving products assembled or sold by General Motors Corporation for claims arising from incidents that occurred after the July 10, 2009 closing date.¹ General Motors, LLC is, and General Motors Corporation was, engaged in the business of designing, developing, manufacturing, testing, engineering, approving, marketing, promoting, advertising, distributing and selling automobiles and component parts of automobiles to the consuming public in the Commonwealth of Pennsylvania and throughout the world. General Motors, LLC uses the same factories and manufacturing plants as those previously used by General Motors Corporation. General Motors, LLC uses much of the same dealership network as the network previously used by General Motors Corporation. General Motors, LLC employs and utilizes the same engineering staff and many of the same corporate officers as those previously used by General Motors Corporation. General Motors, LLC is, in essence, a mere continuation of General Motors Corporation. It is the same business,

simply under a new name. As such, General Motors, LLC is liable under state law principles of successor liability for liabilities of General Motors Corporation, including for the damages and injuries arising out of the sale of General Motors Corporation automobiles and component parts of automobiles that were sold prior to General Motors, LLC's purchase and acquisition of General Motors Corporation's assets. Upon information and belief, the sole member of General Motors, LLC is General Motors Holdings, LLC, a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Detroit, Michigan. Upon information and belief, the sole member of General Motors Holdings, LLC is General Motors Company, a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Detroit, Michigan. Defendant General Motors, LLC is hereinafter referred to as "GM" or as "Defendant GM". GM is subject to the jurisdiction and venue of the Court. GM may be served with process at: CT Corporation System, 600 N. 2nd Street, Suite 401, Harrisburg, Pennsylvania 17101.

STATEMENT OF MATERIAL FACTS

9. GM designed, manufactured, and sold the 2021 Chevrolet Malibu, VIN No.

[REDACTED] ("the Malibu").

10. GM sold the 2021 Chevrolet Malibu, VIN No. [REDACTED] to EAN Holdings, LLC ("EAN") on or about January 25, 2021.

11. EAN utilized the Malibu in its rental fleet.

12. On or about November 6, 2021, the Malibu was involved in a frontal impact accident where the frontal airbags deployed.

13. On or about November 30, 2021, EAN sold the Malibu to CAMRAC, LLC (“CAMRAC”). See **Exhibit A**, attached hereto.

14. On or about December 21, 2021, CAMRAC, LLC sold the Malibu to IVOL ENTERPRISES, LTD. (“IVOL”) at auction. See “Transfer Info” dated 12.21.21, attached hereto as **Exhibit B**.

15. A separate Bill of Sale dated December 12, 2021, shows that Enterprise Vehicle Exchange/TRA/Rental/Tulsa sold the subject to vehicle to IVOL ENTERPRISES, LTD at auction through Manheim New England. See **Exhibit C**, attached hereto.

16. On or about April 18, 2022, Main Line Auto Group, Inc. (Main Line Auto) purchased the Malibu from IVOL. See “Wholesale Certificate dated 4.18.22” attached hereto as **Exhibit D**.

17. On or about July 9, 2022, Main Line Auto sold the Malibu to [REDACTED] [REDACTED] Plaintiff [REDACTED] [REDACTED] mother.

18. On September 4, 2023, [REDACTED] was driving her mother’s Malibu south on [REDACTED] [REDACTED] in the City of [REDACTED] when another vehicle pulled out in front of the Malibu and struck the Malibu head on.

19. The driver’s airbag in the Malibu deployed.

20. [REDACTED] sustained horrific 2nd and 3rd degree burns to her chest, wrist, and abdomen.

21. Ordinary consumers do not expect an airbag to cause 2nd and 3rd degree burns to their chest, wrist and abdomen.

22. The defective and unsafe condition(s) of the Malibu were severally and in combination legal and factual cause(s) of the severe burn injuries to [REDACTED]

23. Because of the defective and unsafe condition and sale of the Malibu, Defendants who sold the Malibu are liable to Plaintiff under the doctrine of strict liability.

24. As a direct and proximate result of the defective condition of the subject vehicle, Plaintiff, [REDACTED] sustained severe burn injuries.

25. As set forth above, Defendants' conduct and defective product design increased the risk of harm to Plaintiff, [REDACTED] and was a substantial factor in causing and the severe burn injuries to [REDACTED]

26. As a direct and proximate result of Defendants' conduct and defective and unsafe product sale, Plaintiff, [REDACTED] sustained severe pain and suffering, anguish and distress, and the loss of life's pleasure for all of which damages are claimed.

27. As a direct and proximate result of the conduct of Defendants and the sale of the defective Malibu, [REDACTED] incurred costs and expenses for medical care and treatment of [REDACTED] [REDACTED] injuries, for all of which damages are claimed.

28. As a direct and proximate result of the conduct of Defendants and the sale of the defective Malibu, Plaintiff, [REDACTED] suffered a loss of earning and a loss of earning capacity, for all of which damages are claimed.

COUNT I

[REDACTED] **v. EAN Holdings, LLC**

STRICT LIABILITY

29. The averments contained in the paragraphs above are incorporated herein by reference.

30. At all times relevant hereto, Defendant EAN Holdings was engaged in the business of renting, leasing, and selling, repairing, labeling, advertising, distributing, wholesaling, selling, and supplying automobiles including the subject vehicle for use by the consuming public.

31. Defendant EAN Holdings, by its divisions, subdivisions, agents, servants, workmen, and/or employees is strictly liable under Pennsylvania law for one or more of the following reasons:

- a. Selling the subject vehicle that was not safe for its intended and foreseeable use;
- b. Selling the subject vehicle with a defective and unsafe airbag system;
- c. Selling a vehicle whose airbag system caused 2nd and 3rd degree burns to the driver's chest and abdomen;
- d. Selling a vehicle with a defective and unsafe airbag cover;
- e. Selling a vehicle with a defective and unsafe airbag module;
- f. Selling a vehicle with an airbag cover that the tear seams on the airbag cover failed burst or tear open;
- g. Selling a vehicle that the tear seams on the airbag cover failed to burst or tear open allowing hot gases to pent up blowing off the airbag cover and severely burning the driver;
- h. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- i. The subject vehicle does not meet or perform to the expectations of end consumers or users.

32. The Malibu sold by EAN Holdings does not meet or perform to the expectations of reasonable consumers.

33. The risks of the Malibu sold by EAN Holdings to consumers outweigh the benefits.

34. The subject vehicle was expected by Defendant EAN Holdings to reach, and did reach, the user or consumer without substantial change to the condition in which it was sold.

35. [REDACTED] is an adult individual who would reasonably be expected to come into contact with the subject vehicle.

36. It was foreseeable to Defendant EAN Holdings that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

37. The defective condition of the subject vehicle was a cause of [REDACTED] [REDACTED] severe burn injuries.

38. Defendant EAN Holdings is strictly liable to Plaintiff for injuries and damages caused by the defects and unsafe condition of the airbag system of the subject vehicle.

39. The severe burn injuries sustained by [REDACTED] resulted from Defendant EAN Holdings' failure to adequately warn of the dangers and hazardous and defective condition of the subject vehicle.

40. The severe burn injuries sustained by [REDACTED] resulted from Defendant EAN Holding's misrepresentation of the safety of the subject vehicle.

41. As a direct and proximate result of the defective condition of the subject vehicle, and Defendant EAN Holding's conduct, [REDACTED] sustained severe and extensive burn injuries.

42. As a direct and proximate result of the defective condition of the subject vehicle and Defendant EAN Holdings' conduct, [REDACTED] suffered severe pain and suffering, anguish and distress, the loss of life's pleasures, for all of which damages are claimed.

43. As a direct and proximate result of the defective condition of the subject vehicle and Defendant EAN Holdings's conduct, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

WHEREFORE, Plaintiff, [REDACTED] demands judgment against Defendant EAN Holdings, LLC, in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT II

[REDACTED] v. EAN Holdings, LLC

NEGLIGENCE

44. The averments contained in the paragraphs above are incorporated herein by reference.

45. The aforesaid injuries and damages sustained by Plaintiff were caused as a direct and proximate cause of the negligence, carelessness, and other liability-producing conduct of the Defendant EAN Holdings, which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described herein presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to warn purchasers of the subject vehicle's defective and unsafe airbag system at any time, including after the sale of the vehicle of such dangers as described above;

- c. Failing to sell a vehicle with a safe airbag system;
- d. Failing to sell a vehicle with a safe airbag module;
- e. Failing to sell a vehicle with a safe airbag cover;
- f. Selling a vehicle with a defective and unsafe airbag system;
- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- i. Failing to sell a vehicle that met and performed to the expectations of end consumers or users.
- j. Negligently repairing the subject vehicle's airbag system;
- k. Installing an unsafe and defective airbag module into the subject vehicle;
- l. Installing a defective and unsafe airbag cover into the subject vehicle.

46. [REDACTED] was an adult individual who would be reasonably expected to come into contact with the subject vehicle.

47. It was foreseeable to Defendant EAN Holdings that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

48. The negligent repair, defective, unsafe, and unreasonably dangerous condition of the subject vehicle was a cause of [REDACTED] severe burn injuries.

49. Defendant EAN Holding's negligence, as set forth above, increased the risk of harm to [REDACTED] and was a direct and proximate cause of her severe burn injuries and damages for all of which damages are claimed.

50. As a direct and proximate result of Defendant EAN Holdings' negligence, [REDACTED] suffered severe pain and suffering, anguish, and distress, the loss of life's pleasures, for all of which damages are claimed.

51. As a direct and proximate result of Defendant EAN Holding's negligence, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

52. As a direct and proximate result of the negligent conduct of Defendant EAN Holdings, [REDACTED] incurred costs and expenses for care for all of which damages are claimed.

WHEREFORE, Plaintiff [REDACTED] demands judgment against Defendant EAN Holdings, LLC in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT III

[REDACTED] v. CAMRAC, LLC

STRICT LIABILITY

44. The averments contained in the paragraphs above are incorporated herein by reference.

45. At all times relevant hereto, Defendant CAMRAC was engaged in the business of renting, leasing, and selling, repairing, labeling, advertising, distributing, wholesaling, selling, and supplying automobiles including the subject vehicle for use by the consuming public.

46. Defendant CAMRAC, by its divisions, subdivisions, agents, servants, workmen, and/or employees is strictly liable under Pennsylvania law for one or more of the following reasons:

- a. Selling the subject vehicle that was not safe for its intended and foreseeable use;

- b. Selling the subject vehicle with a defective and unsafe airbag system;
- c. Selling a vehicle whose airbag system caused 2nd and 3rd degree burns to the driver's chest and abdomen;
- d. Selling a vehicle with a defective and unsafe airbag cover;
- e. Selling a vehicle with a defective and unsafe airbag module;
- f. Selling a vehicle with an airbag cover that the tear seams on the airbag cover failed burst or tear open;
- g. Selling a vehicle that the tear seams on the airbag cover failed to burst or tear open allowing hot gases to pent up blowing off the airbag cover and severely burning the driver;
- h. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- i. The subject vehicle does not meet or perform to the expectations of end consumers or users.

47. The Malibu sold by CAMRAC does not meet or perform to the expectations of reasonable consumers.

48. The risks of the Malibu sold by CAMRAC to consumers outweigh the benefits.

49. The subject vehicle was expected by Defendant CAMRAC to reach, and did reach, the user or consumer without substantial change to the condition in which it was sold.

50. [REDACTED] is an adult individual who would reasonably be expected to come into contact with the subject vehicle.

51. It was foreseeable to Defendant CAMRAC that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

52. The defective condition of the subject vehicle was a cause of [REDACTED] severe burn injuries.

53. The severe and catastrophic injuries sustained by [REDACTED] resulted from Defendant CAMRAC's misrepresentation of the safety of the airbag system in the subject vehicle.

54. The severe and catastrophic injuries sustained by [REDACTED] resulted from Defendant CAMRAC's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

55. Defendant CAMRAC is strictly liable to Plaintiff for injuries and damages caused by the defects and unsafe condition of the airbag system of the subject vehicle.

56. The severe burn injuries sustained by [REDACTED] resulted from Defendant CAMRAC's failure to adequately warn of the dangers and hazardous and defective condition of the subject vehicle.

57. The severe burn injuries sustained by [REDACTED] resulted from Defendant CAMRAC's misrepresentation of the safety of the subject vehicle.

58. As a direct and proximate result of the defective condition of the subject vehicle, and Defendant CAMRAC's conduct, [REDACTED] sustained severe and extensive burn injuries.

59. As a direct and proximate result of the defective condition of the subject vehicle and Defendant CAMRAC's conduct, [REDACTED] suffered severe pain and suffering, anguish and distress, the loss of life's pleasures, for all of which damages are claimed.

60. As a direct and proximate result of the defective condition of the subject vehicle and Defendant CAMRAC's conduct, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

WHEREFORE, Plaintiff, [REDACTED] demands judgment against Defendant CAMRAC LLC, in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT IV

[REDACTED] **v. CAMRAC, LLC**

NEGLIGENCE

61. The averments contained in the paragraphs above are incorporated herein by reference.

62. The aforesaid injuries and damages sustained by Plaintiff were caused as a direct and proximate cause of the negligence, carelessness, and other liability-producing conduct of the Defendant CAMRAC, which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described herein presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to warn purchasers of the subject vehicle's defective and unsafe airbag system at any time, including after the sale of the vehicle of such dangers as described above;
- c. Failing to sell a vehicle with a safe airbag system;
- d. Failing to sell a vehicle with a safe airbag module;
- e. Failing to sell a vehicle with a safe airbag cover;
- f. Selling a vehicle with a defective and unsafe airbag system;

- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- i. Failing to sell a vehicle that met and performed to the expectations of end consumers or users.
- j. Failing to warn the purchaser of the vehicle that the airbag system GM installed in the vehicle was replaced with airbag component parts manufactured in China;
- k. Negligently repairing the subject vehicle's airbag system with incompatible and incorrect parts manufactured in China;
- l. Installing an unsafe and defective airbag module into the subject vehicle;
- m. Installing a defective and unsafe airbag cover into the subject vehicle.
- n. Installing a defective and unsafe airbag system into the vehicle;
- o. Installing an airbag system that was not the correct airbag system for this vehicle;
- p. Removing the airbag component parts GM installed into the vehicle and replacing them with parts manufactured in China;
- q. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- r. Failing to warn purchasers of the vehicle that the airbag component parts that GM installed into the vehicle were replaced with parts manufactured in China;
- s. Misrepresenting the safety of the airbag system in the subject vehicle.

63. [REDACTED] was an adult individual who would be reasonably expected to come into contact with the subject vehicle.

64. It was foreseeable to Defendant CAMRAC that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

65. The negligent repair, defective, unsafe, and unreasonably dangerous condition of the subject vehicle was a cause of [REDACTED] severe burn injuries.

66. The severe and catastrophic injuries sustained by [REDACTED] resulted from Defendant CAMRAC's misrepresentation of the safety of the airbag system in the subject vehicle.

67. The severe and catastrophic injuries sustained by [REDACTED] resulted from Defendant CAMRAC's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

68. Defendant CAMRAC's negligence, as set forth above, increased the risk of harm to [REDACTED] and was a direct and proximate cause of her severe burn injuries and damages for all of which damages are claimed.

69. As a direct and proximate result of Defendant CAMRAC's negligence, [REDACTED] suffered severe pain and suffering, anguish, and distress, the loss of life's pleasures, for all of which damages are claimed.

70. As a direct and proximate result of Defendant CAMRAC's negligence, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

71. As a direct and proximate result of the negligent conduct of Defendant CAMRAC, [REDACTED] incurred costs and expenses for care for all of which damages are claimed.

WHEREFORE, Plaintiff [REDACTED] demands judgment against Defendant CAMRAC LLC in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT V

[REDACTED] **v. Manheim Inc.**

STRICT LIABILITY

72. The averments contained in the paragraphs above are incorporated herein by reference.

73. At all times relevant hereto, Defendant Manheim was engaged in the business of marketing, promoting, inspecting, repairing, labeling, advertising, distributing, wholesaling, selling, repairing and supplying automobiles and component parts of automobiles, including the subject vehicle for use by the consuming public in the Commonwealth of Pennsylvania and throughout the world.

74. Defendant Manheim, by its divisions, subdivisions, agents, servants, workmen, and/or employees is strictly liable under Pennsylvania law for one or more of the following reasons:

- a. The subject vehicle was not safe for its intended and foreseeable use;
- b. The subject vehicle's airbag system was defective and unsafe;
- c. The Malibu's airbag caused 2nd and 3rd degree burns to the driver's chest and abdomen;
- d. The airbag cover was defective and unsafe;
- e. The airbag module was defective and unsafe;
- f. The tear seams on the airbag cover failed to burst or tear open;

- g. The tear seams on the airbag cover failed to burst or tear open allowing hot gases to pent up blowing off the airbag cover and severely burning the driver;
- h. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- i. The subject vehicle does not meet or perform to the expectations of end consumers or users.

75. The Manheim vehicle does not meet or perform to the expectations of reasonable consumers.

76. The risks of the subject vehicle to consumers outweigh the benefits.

77. The subject vehicle was expected by Defendant Manheim to reach, and did reach, the user or consumer without substantial change to the condition in which it was sold.

78. [REDACTED] is an adult individual who would reasonably be expected to come into contact with the subject vehicle.

79. It was foreseeable to Defendant Manheim that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

80. The defective condition of the subject vehicle was a cause of [REDACTED] severe burn injuries.

81. The severe and catastrophic injuries sustained by [REDACTED] resulted from Defendant Manheim's misrepresentation of the safety of the airbag system in the subject vehicle.

82. The severe and catastrophic injuries sustained by [REDACTED] resulted from Defendant Manheim's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

83. Defendant Manheim is strictly liable to Plaintiff for injuries and damages caused by the defects and inadequacies in the design and manufacture of the subject vehicle.

84. The severe burn injuries sustained by [REDACTED] resulted from Defendant Manheim's failure to adequately warn of the dangers and hazardous and defective condition of the subject vehicle.

85. The severe burn injuries sustained by [REDACTED] resulted from Defendant Manheim's misrepresentation of the safety of the subject vehicle.

86. As a direct and proximate result of the defective condition of the subject vehicle, and Defendant Manheim's conduct, [REDACTED] sustained severe and extensive personal injuries.

87. As a direct and proximate result of the defective condition of the subject vehicle and Defendant Manheim's conduct, [REDACTED] suffered severe pain and suffering, anguish and distress, the loss of life's pleasures, for all of which damages are claimed.

88. As a direct and proximate result of the defective condition of the subject vehicle and Defendant Manheim's conduct, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

WHEREFORE, Plaintiff, [REDACTED] demands judgment against Defendant Manheim New England in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT VI

[REDACTED] v. Manheim Inc.

NEGLIGENCE

89. The averments contained in the paragraphs above are incorporated herein by reference.

90. The aforesaid injuries and damages sustained by Plaintiff were caused as a direct and proximate cause of the negligence, carelessness, and other liability-producing conduct of the Defendant Manheim, which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described herein presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to warn purchasers of the subject vehicle's defective and unsafe airbag system at any time, including after the sale of the vehicle of such dangers as described above;
- c. Failing to sell a vehicle with a safe airbag system;
- d. Failing to sell a vehicle with a safe airbag module;
- e. Failing to sell a vehicle with a safe airbag cover;
- f. Selling a vehicle with a defective and unsafe airbag system;
- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- i. Failing to sell a vehicle that met and performed to the expectations of end consumers or users.
- j. Failing to warn the purchaser of the vehicle that the airbag system GM installed in the vehicle was replaced with airbag component parts manufactured in China;
- k. Negligently repairing the subject vehicle's airbag system with incompatible and incorrect parts manufactured in China;

- l. Installing an unsafe and defective airbag module into the subject vehicle;
- m. Installing a defective and unsafe airbag cover into the subject vehicle.
- n. Installing a defective and unsafe airbag system into the vehicle;
- o. Installing an airbag system that was not the correct airbag system for this vehicle;
- p. Removing the airbag component parts GM installed into the vehicle and replacing them with parts manufactured in China;
- q. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- r. Failing to warn purchasers of the vehicle that the airbag component parts that GM installed into the vehicle were replaced with parts manufactured in China;
- s. Misrepresenting the safety of the airbag system in the subject vehicle.

91. [REDACTED] was an adult individual who would be reasonably expected to come into contact with the subject vehicle.

92. It was foreseeable to Defendant Manheim that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

93. The defective, unsafe, and unreasonably dangerous condition of the subject vehicle was a cause of [REDACTED] [REDACTED] severe burn injuries.

94. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant Manheim's misrepresentation of the safety of the airbag system in the subject vehicle.

95. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant Manheim's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

96. Defendant Manheim's negligence, as set forth above, increased the risk of harm to [REDACTED] and was a direct and proximate cause of her severe burn injuries and damages for all of which damages are claimed.

97. As a direct and proximate result of Defendant Manheim's negligence, Decedent [REDACTED] suffered severe pain and suffering, anguish, and distress, the loss of life's pleasures, for all of which damages are claimed.

98. As a direct and proximate result of Defendant Manheim's negligence, Decedent [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

99. As a direct and proximate result of the negligent conduct of Defendant Manheim's, Decedent [REDACTED] incurred costs and expenses for care for all of which damages are claimed.

WHEREFORE, Plaintiff [REDACTED] demands judgment against Defendant Manheim New England in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT VII

[REDACTED] v. Cox Automotive, Inc.

STRICT LIABILITY

100. The averments contained in the paragraphs above are incorporated herein by reference.

101. At all times relevant hereto, Defendant Cox was engaged in the business of marketing, promoting, inspecting, repairing, labeling, advertising, distributing, wholesaling, selling and supplying automobiles including the subject vehicle for use by the consuming public.

102. Defendant Cox, by its divisions, subdivisions, agents, servants, workmen, and/or employees is strictly liable under Pennsylvania law for one or more of the following reasons:

- a. Selling the subject vehicle that was not safe for its intended and foreseeable use;
- b. Selling the subject vehicle with a defective and unsafe airbag system;
- c. Selling a vehicle whose airbag system caused 2nd and 3rd degree burns to the driver's chest and abdomen;
- d. Selling a vehicle with a defective and unsafe airbag cover;
- e. Selling a vehicle with a defective and unsafe airbag module;
- f. Selling a vehicle with an airbag cover that the tear seams on the airbag cover failed burst or tear open;
- g. Selling a vehicle that the tear seams on the airbag cover failed to burst or tear open allowing hot gases to pent up blowing off the airbag cover and severely burning the driver;
- h. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- i. The subject vehicle does not meet or perform to the expectations of end consumers or users.

103. The Malibu sold by Cox does not meet or perform to the expectations of reasonable consumers.

104. The risks of the Malibu sold by Cox to consumers outweigh the benefits.

105. The subject vehicle was expected by Defendant Cox to reach, and did reach, the user or consumer without substantial change to the condition in which it was sold.

106. [REDACTED] is an adult individual who would reasonably be expected to come into contact with the subject vehicle.

107. It was foreseeable to Defendant Cox that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

108. The defective condition of the subject vehicle was a cause of [REDACTED] [REDACTED] severe burn injuries.

109. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant Cox's misrepresentation of the safety of the airbag system in the subject vehicle.

110. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant Cox's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

111. Defendant Cox is strictly liable to Plaintiff for injuries and damages caused by the defects and unsafe condition of the airbag system of the subject vehicle.

112. The severe burn injuries sustained by [REDACTED] resulted from Defendant Cox's failure to adequately warn of the dangers and hazardous and defective condition of the subject vehicle.

113. The severe burn injuries sustained by [REDACTED] resulted from Defendant Cox's misrepresentation of the safety of the subject vehicle.

114. As a direct and proximate result of the defective condition of the subject vehicle, and Defendant Cox's conduct, [REDACTED] sustained severe and extensive burn injuries.

115. As a direct and proximate result of the defective condition of the subject vehicle and Defendant Cox's conduct, [REDACTED] suffered severe pain and suffering, anguish and distress, the loss of life's pleasures, for all of which damages are claimed.

116. As a direct and proximate result of the defective condition of the subject vehicle and Defendant Cox's conduct, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

WHEREFORE, Plaintiff, [REDACTED] demands judgment against Defendant Cox Automotive, Inc., in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT VIII

[REDACTED] **v. Cox Automotive, Inc.**

NEGLIGENCE

117. The averments contained in the paragraphs above are incorporated herein by reference.

118. The aforesaid injuries and damages sustained by Plaintiff were caused as a direct and proximate cause of the negligence, carelessness, and other liability-producing conduct of the Defendant Cox, which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described herein presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to warn purchasers of the subject vehicle's defective and unsafe airbag system at any time, including after the sale of the vehicle of such dangers as described above;
- c. Failing to sell a vehicle with a safe airbag system;

- d. Failing to sell a vehicle with a safe airbag module;
- e. Failing to sell a vehicle with a safe airbag cover;
- f. Selling a vehicle with a defective and unsafe airbag system;
- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- i. Failing to sell a vehicle that met and performed to the expectations of end consumers or users.
- j. Failing to warn the purchaser of the vehicle that the airbag system GM installed in the vehicle was replaced with airbag component parts manufactured in China;
- k. Negligently repairing the subject vehicle's airbag system with incompatible and incorrect parts manufactured in China;
- l. Installing an unsafe and defective airbag module into the subject vehicle;
- m. Installing a defective and unsafe airbag cover into the subject vehicle.
- n. Installing a defective and unsafe airbag system into the vehicle;
- o. Installing an airbag system that was not the correct airbag system for this vehicle;
- p. Removing the airbag component parts GM installed into the vehicle and replacing them with parts manufactured in China;
- q. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- r. Failing to warn purchasers of the vehicle that the airbag component parts that GM installed into the vehicle were replaced with parts manufactured in China;
- s. Misrepresenting the safety of the airbag system in the subject vehicle.

119. [REDACTED] was an adult individual who would be reasonably expected to come into contact with the subject vehicle.

120. It was foreseeable to Defendant Cox that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

121. The negligent repair, defective, unsafe, and unreasonably dangerous condition of the subject vehicle was a cause of [REDACTED] [REDACTED] severe burn injuries.

122. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant Cox's misrepresentation of the safety of the airbag system in the subject vehicle.

123. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant Cox's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

124. Defendant Cox's negligence, as set forth above, increased the risk of harm to [REDACTED] and was a direct and proximate cause of her severe burn injuries and damages for all of which damages are claimed.

125. As a direct and proximate result of Defendant Cox's negligence, [REDACTED] suffered severe pain and suffering, anguish, and distress, the loss of life's pleasures, for all of which damages are claimed.

126. As a direct and proximate result of Defendant Cox's negligence, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

127. As a direct and proximate result of the negligent conduct of Defendant Cox, [REDACTED] incurred costs and expenses for care for all of which damages are claimed.

WHEREFORE, Plaintiff [REDACTED] demands judgment against Defendant Cox Automotive, Inc., in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT IX

[REDACTED] **v. IVOL ENTERPRISES, LTD**

STRICT LIABILITY

128. The averments contained in the paragraphs above are incorporated herein by reference.

129. At all times relevant hereto, Defendant IVOL ENTERPRISES was engaged in the business of renting, leasing and selling, repairing, labeling, advertising, distributing, wholesaling, selling and supplying automobiles including the subject vehicle for use by the consuming public.

130. Defendant IVOL ENTERPRISES, by its divisions, subdivisions, agents, servants, workmen, and/or employees is strictly liable under Pennsylvania law for one or more of the following reasons:

- a. Selling the subject vehicle that was not safe for its intended and foreseeable use;
- b. Selling the subject vehicle with a defective and unsafe airbag system;
- c. Selling a vehicle whose airbag system caused 2nd and 3rd degree burns to the driver's chest and abdomen;
- d. Selling a vehicle with a defective and unsafe airbag cover;
- e. Selling a vehicle with a defective and unsafe airbag module;
- f. Selling a vehicle with an airbag cover that the tear seams on the airbag cover failed burst or tear open;

- g. Selling a vehicle that the tear seams on the airbag cover failed to burst or tear open allowing hot gases to pent up blowing off the airbag cover and severely burning the driver;
- h. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- i. The subject vehicle does not meet or perform to the expectations of end consumers or users.

131. The Malibu sold by IVOL ENTERPRISES does not meet or perform to the expectations of reasonable consumers.

132. The risks of the Malibu sold by IVOL ENTERPRISES to consumers outweigh the benefits.

133. The subject vehicle was expected by Defendant IVOL ENTERPRISES to reach, and did reach, the user or consumer without substantial change to the condition in which it was sold.

134. [REDACTED] is an adult individual who would reasonably be expected to come into contact with the subject vehicle.

135. It was foreseeable to Defendant IVOL ENTERPRISES that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

136. The defective condition of the subject vehicle was a cause of [REDACTED] [REDACTED] severe burn injuries.

137. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant IVOL ENTERPRISES' misrepresentation of the safety of the airbag system in the subject vehicle.

138. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant IVOL ENTERPRISES' failure to warn of the dangerous condition of the airbag system in the subject vehicle.

139. Defendant IVOL ENTERPRISES is strictly liable to Plaintiff for injuries and damages caused by the defects and unsafe condition of the airbag system of the subject vehicle.

140. The severe burn injuries sustained by [REDACTED] resulted from Defendant IVOL ENTERPRISES's failure to adequately warn of the dangers and hazardous and defective condition of the subject vehicle.

141. The severe burn injuries sustained by [REDACTED] resulted from Defendant IVOL ENTERPRISES's misrepresentation of the safety of the subject vehicle.

142. As a direct and proximate result of the defective condition of the subject vehicle, and Defendant IVOL ENTERPRISES's conduct, [REDACTED] sustained severe and extensive burn injuries.

143. As a direct and proximate result of the defective condition of the subject vehicle and Defendant IVOL ENTERPRISES's conduct, [REDACTED] suffered severe pain and suffering, anguish and distress, the loss of life's pleasures, for all of which damages are claimed.

144. As a direct and proximate result of the defective condition of the subject vehicle and Defendant IVOL ENTERPRISES's conduct, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

WHEREFORE, Plaintiff, [REDACTED] demands judgment against Defendant IVOL ENTERPRISES LTD, in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT X

██████████ v. IVOL ENTERPRISES, LTD.

NEGLIGENCE

145. The averments contained in the paragraphs above are incorporated herein by reference.

146. The aforesaid injuries and damages sustained by Plaintiff were caused as a direct and proximate cause of the negligence, carelessness, and other liability-producing conduct of the Defendant IVOL ENTERPRISES, which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described herein presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to warn purchasers of the subject vehicle's defective and unsafe airbag system at any time, including after the sale of the vehicle of such dangers as described above;
- c. Failing to sell a vehicle with a safe airbag system;
- d. Failing to sell a vehicle with a safe airbag module;
- e. Failing to sell a vehicle with a safe airbag cover;
- f. Selling a vehicle with a defective and unsafe airbag system;
- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- i. Failing to sell a vehicle that met and performed to the expectations of end consumers or users.
- j. Failing to warn the purchaser of the vehicle that the airbag system GM installed in the vehicle was replaced with airbag component parts manufactured in China;

- k. Negligently repairing the subject vehicle's airbag system with incompatible and incorrect parts manufactured in China;
 - l. Installing an unsafe and defective airbag module into the subject vehicle;
 - m. Installing a defective and unsafe airbag cover into the subject vehicle;
 - n. Installing a defective and unsafe airbag system into the vehicle;
 - o. Installing an airbag system that was not the correct airbag system for this vehicle;
 - p. Removing the airbag component parts GM installed into the vehicle and replacing them with parts manufactured in China;
 - q. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
 - r. Failing to warn purchasers of the vehicle that the airbag component parts that GM installed into the vehicle were replaced with parts manufactured in China;
 - s. Misrepresenting the safety of the airbag system in the subject vehicle.
147. [REDACTED] was an adult individual who would be reasonably expected to come

into contact with the subject vehicle.

148. It was foreseeable to Defendant IVOL ENTERPRISES that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

149. The negligent repair, defective, unsafe, and unreasonably dangerous condition of the subject vehicle was a cause of [REDACTED] [REDACTED] severe burn injuries.

150. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant IVOL ENTERPRISES's misrepresentation of the safety of the airbag system in the subject vehicle.

151. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant IVOL ENTERPRISES's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

152. Defendant IVOL ENTERPRISES's negligence, as set forth above, increased the risk of harm to [REDACTED] and was a direct and proximate cause of her severe burn injuries and damages for all of which damages are claimed.

153. As a direct and proximate result of Defendant IVOL ENTERPRISES's negligence, [REDACTED] suffered severe pain and suffering, anguish, and distress, the loss of life's pleasures, for all of which damages are claimed.

154. As a direct and proximate result of Defendant IVOL ENTERPRISES's negligence, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

155. As a direct and proximate result of the negligent conduct of Defendant IVOL ENTERPRISES, [REDACTED] incurred costs and expenses for care for all of which damages are claimed.

WHEREFORE, Plaintiff [REDACTED] demands judgment against Defendant IVOL ENTERPRISES LTD, in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT XI

[REDACTED] **v. Main Line Auto Group, Inc.**

STRICT LIABILITY

156. The averments contained in the paragraphs above are incorporated herein by reference.

157. At all times relevant hereto, Defendant Main Line Auto was engaged in the business of selling, repairing, labeling, advertising, distributing, and supplying automobiles including the subject vehicle for use by the consuming public.

158. Defendant Main Line Auto, by its divisions, subdivisions, agents, servants, workmen, and/or employees is strictly liable under Pennsylvania law for one or more of the following reasons:

- a. Selling the subject vehicle that was not safe for its intended and foreseeable use;
- b. Selling the subject vehicle with a defective and unsafe airbag system;
- c. Selling a vehicle whose airbag system caused 2nd and 3rd degree burns to the driver's chest and abdomen;
- d. Selling a vehicle with a defective and unsafe airbag cover;
- e. Selling a vehicle with a defective and unsafe airbag module;
- f. Selling a vehicle with an airbag cover that the tear seams on the airbag cover failed burst or tear open;
- g. Selling a vehicle that the tear seams on the airbag cover failed to burst or tear open allowing hot gases to pent up blowing off the airbag cover and severely burning the driver;
- h. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- i. The subject vehicle does not meet or perform to the expectations of end consumers or users.

159. The Malibu sold by Main Line Auto does not meet or perform to the expectations of reasonable consumers.

160. The risks of the Malibu sold by Main Line Auto to consumers outweigh the benefits.

161. The subject vehicle was expected by Defendant Main Line Auto to reach, and did reach, the user or consumer without substantial change to the condition in which it was sold.

162. [REDACTED] is an adult individual who would reasonably be expected to come into contact with the subject vehicle.

163. It was foreseeable to Defendant Main Line Auto that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

164. The defective condition of the subject vehicle was a cause of [REDACTED] [REDACTED] severe burn injuries.

165. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant Main Line Auto's misrepresentation of the safety of the airbag system in the subject vehicle.

166. The severe and catastrophic injuries sustained by [REDACTED] [REDACTED] resulted from Defendant Main Line Auto's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

167. Defendant Main Line Auto is strictly liable to Plaintiff for injuries and damages caused by the defects and unsafe condition of the airbag system of the subject vehicle.

168. The severe burn injuries sustained by [REDACTED] resulted from Defendant Main Line Auto's failure to adequately warn of the dangers and hazardous and defective condition of the subject vehicle.

169. The severe burn injuries sustained by [REDACTED] resulted from Defendant Main Line Auto's misrepresentation of the safety of the subject vehicle.

170. As a direct and proximate result of the defective condition of the subject vehicle, and Defendant Main Line Auto's conduct, [REDACTED] sustained severe and extensive burn injuries.

171. As a direct and proximate result of the defective condition of the subject vehicle and Defendant Main Line Auto's conduct, [REDACTED] suffered severe pain and suffering, anguish and distress, the loss of life's pleasures, for all of which damages are claimed.

172. As a direct and proximate result of the defective condition of the subject vehicle and Defendant Main Line Auto's conduct, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

WHEREFORE, Plaintiff, [REDACTED] demands judgment against Defendant Main Line Auto Group, Inc. in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT XII

[REDACTED] v. Main Line Auto, Group, Inc.

NEGLIGENCE

173. The averments contained in the paragraphs above are incorporated herein by reference.

174. The aforesaid injuries and damages sustained by Plaintiff were caused as a direct and proximate cause of the negligence, carelessness, and other liability-producing conduct of the Defendant Main Line Auto, which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described herein presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to warn purchasers of the subject vehicle's defective and unsafe airbag system at any time, including after the sale of the vehicle of such dangers as described above;
- c. Failing to sell a vehicle with a safe airbag system;
- d. Failing to sell a vehicle with a safe airbag module;
- e. Failing to sell a vehicle with a safe airbag cover;
- f. Selling a vehicle with a defective and unsafe airbag system;
- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- i. Failing sell a vehicle that met and performed to the expectations of end consumers or users.
- j. Failing to warn the purchaser of the vehicle that the airbag system GM installed in the vehicle was replaced with airbag component parts manufactured in China;
- k. Negligently repairing the subject vehicle's airbag system with incompatible and incorrect parts manufactured in China;
- l. Installing an unsafe and defective airbag module into the subject vehicle;
- m. Installing a defective and unsafe airbag cover into the subject vehicle.
- n. Installing a defective and unsafe airbag system into the vehicle;
- o. Installing an airbag system that was not the correct airbag system for this vehicle;
- p. Removing the airbag component parts GM installed into the vehicle and replacing them with parts manufactured in China;

- q. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
- r. Failing to warn purchasers of the vehicle that the airbag component parts that GM installed into the vehicle were replaced with parts manufactured in China;
- s. Misrepresenting the safety of the airbag system in the subject vehicle.

175. [REDACTED] was an adult individual who would be reasonably expected to come into contact with the subject vehicle.

176. It was foreseeable to Defendant Main Line Auto that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

177. The negligent repair, defective, unsafe, and unreasonably dangerous condition of the subject vehicle was a cause of [REDACTED] severe burn injuries.

178. The severe and catastrophic injuries sustained by [REDACTED] resulted from Defendant Main Line Auto's misrepresentation of the safety of the airbag system in the subject vehicle.

179. The severe and catastrophic injuries sustained by [REDACTED] resulted from Defendant Main Line Auto's failure to warn of the dangerous condition of the airbag system in the subject vehicle.

180. Defendant Main Line Auto's negligence, as set forth above, increased the risk of harm to [REDACTED] and was a direct and proximate cause of her severe burn injuries and damages for all of which damages are claimed.

181. As a direct and proximate result of Defendant Main Line Auto's negligence, [REDACTED] suffered severe pain and suffering, anguish, and distress, the loss of life's pleasures, for all of which damages are claimed.

182. As a direct and proximate result of Defendant Main Line Auto's negligence, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

183. As a direct and proximate result of the negligent conduct of Defendant Main Line Auto, [REDACTED] incurred costs and expenses for care for all of which damages are claimed.

WHEREFORE, Plaintiff [REDACTED] demands judgment against Defendant Main Line Auto, Group, Inc. in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT XIII

[REDACTED] **v. General Motors, LLC**

STRICT LIABILITY

184. The averments contained in the above paragraphs are incorporated herein by reference.

185. At all times relevant hereto, Defendant GM was engaged in the business of designing, developing, manufacturing, testing, engineering, approving, marketing, promoting, assembling, equipping, inspecting, repairing, labeling, fabricating, advertising, distributing, wholesaling, selling and supplying automobiles and component parts of automobiles, including the subject vehicle for use by the consuming public in the Commonwealth of Pennsylvania and throughout the world.

186. Defendant GM, by its divisions, subdivisions, agents, servants, workmen, and/or employees is strictly liable under Pennsylvania law for one or more of the following reasons:

- a. The subject vehicle was not safe for its intended and foreseeable use;
- b. The subject vehicle's airbag system was defective and unsafe;

- c. The Malibu's airbag caused 2nd and 3rd degree burns to the driver's chest and abdomen;
 - d. The airbag cover was defective and unsafe;
 - e. The airbag module was defective and unsafe;
 - f. The tear seams on the airbag cover failed to burst or tear open;
 - g. The tear seams on the airbag cover failed to burst or tear open allowing hot gases to pent up blowing off the airbag cover and severely burning the driver;
 - h. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle, of such dangers as described above;
 - i. The subject vehicle does not meet or perform to the expectations of end consumers or users.
187. The GM vehicle does not meet or perform to the expectations of reasonable consumers.
188. The risks of the subject vehicle to consumers outweigh the benefits.
189. The subject vehicle was expected by Defendant GM to reach, and did reach, the user or consumer without substantial change to the condition in which it was sold.
190. [REDACTED] is an adult individual who would reasonably be expected to come into contact with the subject vehicle.
191. It was foreseeable to Defendant GM that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.
192. The defective condition of the subject vehicle was a cause of [REDACTED] severe burn injuries.
193. Defendant GM is strictly liable to Plaintiff for injuries and damages caused by the defects and inadequacies in the design and manufacture of the subject vehicle.

194. The severe burn injuries sustained by [REDACTED] resulted from Defendant GM's failure to adequately warn of the dangers and hazardous and defective condition of the subject vehicle.

195. The severe burn injuries sustained by [REDACTED] resulted from Defendant GM's misrepresentation of the safety of the subject vehicle.

196. As a direct and proximate result of the defective condition of the subject vehicle, and Defendant GM's conduct, [REDACTED] sustained severe and extensive personal injuries.

197. As a direct and proximate result of the defective condition of the subject vehicle and Defendant GM's conduct, [REDACTED] suffered severe pain and suffering, anguish and distress, the loss of life's pleasures, for all of which damages are claimed.

198. As a direct and proximate result of the defective condition of the subject vehicle and Defendant GM's conduct, [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

WHEREFORE, Plaintiff, [REDACTED] demands judgment against Defendant General Motors, LLC in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

COUNT IV

[REDACTED] **v. General Motors, LLC**

NEGLIGENCE

199. The averments contained in the above paragraphs are incorporated herein by reference.

200. The aforesaid injuries and damages sustained by Plaintiff were caused as a direct and proximate cause of the negligence, carelessness, and other liability-producing conduct of the Defendant GM, which consisted of the following:

- a. Failing to provide adequate and sufficient warnings as to the reasonably foreseeable risks, dangers, and harms described below presented by the subject vehicle, and a reasonable means to reduce such risks, dangers, and harms when the vehicle was used as marketed;
- b. Failing to warn purchasers of the subject vehicle at any time, including after the sale of the vehicle of such dangers as described above;
- c. Failing to sell a vehicle with a safe airbag system;
- d. Failing to sell a vehicle with a safe airbag module;
- e. Failing to sell a vehicle with a safe airbag cover;
- f. Selling a vehicle with a defective and unsafe airbag system;
- g. Selling a vehicle with a defective and unsafe airbag module;
- h. Selling a vehicle with a defective and unsafe airbag cover;
- i. Failing sell a vehicle that met and performed to the expectations of end consumers or users.

201. [REDACTED] was an adult individual who would be reasonably expected to come into contact with the subject vehicle.

202. It was foreseeable to Defendant GM that the subject vehicle would be involved in a front impact collision and the driver's airbag would deploy.

203. The defective, unsafe, and unreasonably dangerous condition of the subject vehicle was a cause of [REDACTED] severe burn injuries.

204. Defendant GM's negligence, as set forth above, increased the risk of harm to [REDACTED] and was a direct and proximate cause of her severe burn injuries and damages for all of which damages are claimed.

205. As a direct and proximate result of Defendant GM's negligence, Decedent [REDACTED] suffered severe pain and suffering, anguish, and distress, the loss of life's pleasures, for all of which damages are claimed.

206. As a direct and proximate result of Defendant GM's negligence, Decedent [REDACTED] suffered a loss of earnings and earning capacity, both past, present, and future, for all of which damages are claimed.

207. As a direct and proximate result of the negligent conduct of Defendant GM, Decedent [REDACTED] incurred costs and expenses for care for all of which damages are claimed.

WHEREFORE, Plaintiff [REDACTED] demands judgment against Defendant General Motors, LLC in an amount in excess of \$50,000.00, with costs and interest thereon as allowed by law.

Respectfully submitted:

JAIME JACKSON LAW, P.C.

Dated: June 5, 2024

By: [REDACTED]
Jaime D. Jackson, Esquire
Attorney for Plaintiff
jaime@jaimejacksonlaw.com
P.O. Box 248
Landisville, PA 17538
(717) 519-7254
I.D. No. [REDACTED]

VERIFICATION

██████████ hereby verifies that the information contained in the foregoing is based on first-hand information and on information furnished to counsel and obtained by counsel in the course of this lawsuit. The language of the document is that of counsel and not of the affiant. To the extent that the contents of the document are based on information furnished to counsel and obtained by counsel during the course of this lawsuit, the affiant has relied upon counsel in taking this verification. All statements are founded upon reasonable belief. The undersigned understands that the statements therein are made subject to the penalties of the Pennsylvania Rules of Civil Procedure relating to unsworn falsification to authorities.

[REDACTED]

[REDACTED]

DATED: 6.4.24

EXHIBIT A

CERTIFICATE OF TITLE OF A VEHICLE

VEHICLE IDENTIFICATION NO.

YEAR
2021MAKE
CHEVROLETMODEL
MALIBUBODY STYLE
SEDAN

TITLE NO.

DATE ISSUED
02/04/21ODOMETER
10
10

CCM

MOBILE HOME SQ. FT.

PURCHASED
01/25/21
NEWTYPE TITLE
ORIGINAL

MAILING ADDRESS

TULSA SHARED SERVICES
14002 E 21ST ST STE 1500
TULSA OK 74134-1424LEGEND(S)
ACTUAL MILEAGE

OWNER(S) NAME AND ADDRESS

EAN HOLDINGS LLC
301 S VETERANS PKWY
NORMAL IL 61761-2115

FIRST LIENHOLDER NAME AND ADDRESS

SECOND LIENHOLDER NAME AND ADDRESS

RELEASE OF LIEN

The Lienholder on the vehicle described in this Certificate does hereby state that the lien is released and discharged.

Firm Name

By

Signature of Authorized Agent

Date

Firm Name

By

Signature of Authorized Agent

Date

NEW LIEN ASSIGNMENT: The information below must be on an application for title and presented to the Secretary of State.

Secured Party:

Address:

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

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address:

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage.

WARNING-ODOMETER DISCREPANCY.

Signature(s) of Seller

Printed Name(s) of Seller
I am aware of the above

Signature(s) of Buyer

EAN HOLDINGS LLC

Weigh Johnson RE Agent

Printed Name

CAMRAC LLC
8 ELLA GRASSO TURNPIKE
WINDSOR LOCKS, CT 06096

DATE OF SALE 11/30/2021

Edward Stumm on behalf of
CAMRAC, LLC

*If this vehicle is one of more than 5 commercial vehicles owned by me, I certify also that the vehicle is not damaged in excess of 33 1/3% of its fair-market value unless this document is accompanied by a salvage application.

I Jesse White, Secretary of State of the State of Illinois, do hereby certify that according to the records on file with my Office, the person or entity named hereon is the owner of the vehicle described hereon, which is subject to the above named liens and encumbrances, if any
IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE AND THE GREAT SEAL OF THE STATE OF ILLINOIS AT SPRINGFIELD

CONTROL NO.

JESSE WHITE, Secretary of State

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

Case ID:

EXHIBIT B

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

MF067817

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted, and has been transferred to the following printed name and address:

Name of Purchaser
Vol Enterprises Ltd

Street
261 Windale Ave Windale

City
NY State
11553 Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING
24223 ☒ NO TENTHS

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale
12/24/21

Dealer's Name
CAMRAC, LLC

Dealer No.
U7580

Printed Name (same as signature)
Edward Stumm on behalf of CAMRAC, LLC

I am aware of the above odometer certification made by the seller/agent.

FIRST REASSIGNMENT
DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted, and has been transferred to the following printed name and address:

Name of Purchaser

Street

City

State

Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING
☒ NO TENTHS

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Dealer's Name

Dealer No.

Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent

Printed Name (same as signature)

SECOND REASSIGNMENT
DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted, and has been transferred to the following printed name and address:

Name of Purchaser

Street

City

State

Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING
☒ NO TENTHS

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Dealer's Name

Dealer No.

Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent

Printed Name (same as signature)

THIRD REASSIGNMENT
DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted, and has been transferred to the following printed name and address:

Name of Purchaser

Street

City

State

Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING
☒ NO TENTHS

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Dealer's Name

Dealer No.

Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent

Printed Name (same as signature)

FOURTH REASSIGNMENT
DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted, and has been transferred to the following printed name and address:

Name of Purchaser

Street

City

State

Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

ODOMETER READING
☒ NO TENTHS

- ☐ 1. The mileage stated is in excess of its mechanical limits.
☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Dealer's Name

Dealer No.

Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent

Printed Name (same as signature)

DEALER ONLY

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

Case ID: [REDACTED]

EXHIBIT C



BILL OF SALE

THIS IS NOT AN INVOICE

DOCUMENT NOT VALID
FOR EXPORT

Case ID: [Redacted]
Control No. [Redacted]

408 MANHEIM NEW ENGLAND 123 WILLIAMS ST NORTH DIGHTON, MA 02764 US Please refer to the vehicle release for the pickup location	Sale Date 21-DEC-2021 10:12:17 Yr Wk Ln Rn 2021-51-97-8 Sale Type Simulcast	Sale Price Adjustments Final Sale Price	Vehicle Purchase Price \$ 13,200.00 \$ 0.00 \$ 13,200.00
Vehicle Information 2021 Chevrolet Malibu 4DSN1T White Two-Wheel Drive Mileage: 24273 Miles 6 License Plate No: Title Information State: IL Number: 1	Seller ENTERPRISE VEHICLE EXCHANGE/TRA/RENTAL/TULSA 1800 W WATKINS ST PHOENIX, AZ 85007 US Seller Rep: <i>Signature on file</i> Enterprise Holdings, Inc. and Enterprise Fleet Management, Inc. have assigned their rights (but not their obligations) to each vehicle sale agreement to their respective qualified intermediaries, Enterprise Vehicle Exchange, Inc., or Enterprise Fleet Management Exchange Inc. pursuant to their respective Master Exchange Agreements.	Buyer IVOL ENTERPRISES LTD 261 UNIONDALE AVE UNIONDALE, NY 11553 US Buyer Rep: AHADOV, ANVAR <i>Signature on file</i>	
Vehicle Features Hard Top 4 Cylinder Engine A/T BLK Cloth Seats A/C	Auction Lights YELLOW Certain conditions announced prior to sale RED Vehicle sold as-is	Odometer Disclosure Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Failure to complete or providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements & Notes below.	
Announcements & Notes ASISCLEAN TITLE			

Seller agrees to sell the vehicle covered by this Bill of Sale to Buyer for the price noted herein.
Seller is the transferor of the vehicle and is responsible for all disclosures, including odometer and mileage.
Buyer must return a signed copy of the title front and back, including the odometer statement therein, to Seller or be subject to civil and criminal penalties. See 49 CFR § 580.5(f).
Manheim retains a purchase money security interest in the Vehicle and its title until good funds are received from the Buyer.
Seller and Buyer agree to the Manheim Terms and Conditions in effect at the time of the sale.
Sale terms and this Bill of Sale are subject to adjustments by Manheim. Please check your customer account at Manheim.com for most current version of this document.
Bill of Sale is not an Invoice. Please refer to Invoices in your account on Manheim.com.





Credit Memo #

PAY TO
ENTERPRISE VEHICLE
EXCHANGE/RENTAL/TULSA
1800 W WATKINS ST
PHOENIX, AZ 85007 US
4910986

REMIT PAYMENT TO
Cox Automotive, Inc.
PO Box 105156
Atlanta, GA 30348-5156 US
See Special Instructions for title
mailing address

INVOICE TYPE
INVOICE DATE
PAYMENT DUE DATE
BUYER REPRESENTATIVE
TRANSACTION LOCATION
ORIGINAL BUYER

Seller
22-DEC-2021
22-DEC-2021
AHADOV, ANVAR
408 MANHEIM NEW ENGLAND

BUYER
IVOL ENTERPRISES LTD
261 UNIONDALE AVE
UNIONDALE, NY 11553 US

INVOICING-SALES LOCATION
MANHEIM NEW ENGLAND
123 WILLIAMS ST
NORTH DIGHTON, MA 02764 US

LEASE ACCOUNT NO
YEAR MAKE MODEL
VIN
MILEAGE
CUSTOMER PO#

2021 Chevrolet Malibu
24273 Miles

CHARGE DATE	WORK ORDER	UNIVERSAL KEY	DESCRIPTION
21-DEC-2021	1973886	2021-51-97-8	2021 Chevrolet Malibu
21-DEC-2021	1973886	2021-51-97-8	SELL FEE
21-DEC-2021	1973886	2021-51-97-8	SIMULCAST SELLER PREMIUM FEE

CUSTOMER PO#	PRICE	TAX	LINE TOTAL
	(\$13,200.00)	\$0.00	(\$13,200.00)
	\$95.00	\$0.00	\$95.00
	\$30.00	\$0.00	\$30.00

ADJUSTMENTS DATE	DESCRIPTION	AMOUNT
	TOTAL ADJUSTMENTS	\$0.00

PAYMENTS DATE	REF NO	DESCRIPTION	AMOUNT
22-DEC-2021		Deposit - ACH	\$13,075.00
		TOTAL PAYMENTS	\$13,075.00

SPECIAL INSTRUCTIONS

Please include the invoice number on all remittances and include remittance copy with postal payments.
Visit your Account at Manheim.com to manage preferences, view invoices & statuses, see history and pay invoices.
A late fee will be added, wherever applicable, to all past due invoices, subject to details in the Manheim Terms and Conditions.
If you have questions concerning this invoice, please call or email Manheim Client Care @ 1-866-MANHHEIM (626-4346), Mon-Sat 8am-10pm; or email us by clicking on Contact Us on Manheim.com.

Remit overnight payments to:
Cox Automotive Inc, Attn: Lockbox 105156, 3585 Atlanta Avenue, Hapeville, GA 30354-1705 US

Please send titles to the nearest Manheim title processing facility or facilitatlng/invoicing-sales location.

SUB TOTAL	(\$13,075.00)
TAX	\$0.00
ADJUSTMENTS	\$0.00
TOTAL BEFORE PAYMENTS	(\$13,075.00)
PAYMENTS	\$13,075.00
AMOUNT DUE TO	\$0.00

EXHIBIT D

☐ Salvage
MV-907A No. _____

New York State Department of Motor Vehicles
WHOLESALE CERTIFICATE OF SALE RECEIPT

No. [REDACTED]

VEHICLE INFORMATION:

Year	Make	Model	Body Type	Color1	Color2	Weight (Unladen)	Fuel Type	Cylinders	Adult Seating Capacity
2021	CHEVR	MALIBU	SEDN	WH	N/A	3159	G	4	4
Vehicle Identification Number			Lien(s)		Transporter Plate Number				
[REDACTED]			0		N/A				

DEALER INFORMATION

IVOL ENTERPRISES LTD, 261 UNIONDALE AVE, UNIONDALE, NY, 11553, Nassau

PURCHASER INFORMATION

MAINLINE AUTO CORPORATION, 4075 TORRESDALE AVE, PHILADELPHIA, PA, 19124

PRIOR OWNER INFORMATION

CAMRAC LLC, 8 ELLA GRASSO TNP, WIMDSOR LOCKS, CT, 08096,
Out Of State Title (21035691624)

Date of Sale

04-18-2022

Date of Purchase

12-21-2021

ODOMETER DISCLOSURE STATEMENT

Federal and state laws require that you state the mileage of the vehicle described on the certificate, when transferring ownership. Failure to do so, or not telling the truth about the mileage, may result in fines and/or imprisonment.

☒ I certify that, to the best of my knowledge, this odometer reading reflects the "ACTUAL MILEAGE" of the vehicle described above.

☐ I certify that, to the best of my knowledge, this odometer reading "EXCEEDS MECHANICAL LIMITS."

☐ I certify that, to the best of my knowledge, this odometer reading is "NOT THE ACTUAL MILEAGE. WARNING: ODOMETER DISCREPANCY."

ODOMETER READING						
0	0	2	4	5	8	6
(no tenths)						

Check your odometer reading at:

verifyny.com/check

Processing States with questions about this eMV-50 may contact 1 833 VERIFI NY (1 833 837-4346)

DEALER CERTIFICATION

I certify that the vehicle described above was sold to the purchaser on the date indicated. False statements made on this certificate are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

DEALER (or authorized representative) - SIGN name in full

PRINT name in full

Date

Seller's Facility No.

IVOL ENTERPRISES LTD

4/18/22

7101178

PURCHASER CONFIRMATION

Additional odometer history for this vehicle, if available, can be found at: verifyny.com/check
By signing, the purchaser affirms the odometer reading on this receipt is accurate.

PURCHASER - SIGN name in full

PRINT name in full

Date

Purchaser's Facility No.

MAINLINE AUTO CORPORATION

4/18/22

The authenticity of this document can be verified at verifyny.com/check

Any change or Alteration voids this receipt

Customer copy

Case ID: [REDACTED]