

MARSHALL DENNEHEY, P.C.

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Atty. for Defendant, IVOL Enterprises, Ltd.

<div>██████████</div>	Plaintiff	:	COURT OF COMMON PLEAS
		:	OF PHILADELPHIA COUNTY, PA
		:	
v.		:	FEBRUARY TERM, 2024
		:	
EAN HOLDINGS, LLC;		:	NO. ██████████
CAMRAC LLC;		:	
MANHEIM, INC.;		:	
COX AUTOMOTIVE INC.;		:	
IVOL ENTERPRISES, LTD.;		:	
MAINLINE AUTO GROUP, INC.		:	
GENERAL MOTORS, LLC		:	
Defendants		:	

**ANSWERS OF DEFENDANT, IVOL ENTERPRISES, LTD., TO
PLAINTIFF’S INTERROGATORIES - SET NO. 1**

INSTRUCTIONS

1. These Interrogatories are addressed to “you” as a party defendant pursuant to the Pennsylvania Rules of Civil Procedure. “You” are required to answer each Interrogatory fully and completely, unless objected to, within thirty (30) days after service of the Interrogatories upon “you” or “your” attorney. “Your” answer shall be in writing, signed by “you” under oath.
2. The answers shall be inserted in the spaces provided in these Interrogatories. If there is insufficient space to answer an Interrogatory, the remainder of the answer shall follow on a supplemental sheet.

3. “Your” answer shall be based upon all information available to “you”, either directly or through “your” attorney(s), all employees, agents, servants, representatives, investigators or other sources.

4. “Your” obligation to answer these Interrogatories is continuing, so as to require further and/or supplemental answers from now until the time of trial should “you” learn or have information available to “you” (directly or through “your” attorney(s), employees, agents, servants, representatives, investigators or other sources) that is responsive to the Interrogatories. Further, it is “your” obligation to supplement “your” prior answer(s) with respect to any witnesses having knowledge of discoverable matters, any witnesses whom you intend to call at trial, or if “you” obtain information (or have information available to “you”, directly or through “your” attorney(s), employees, agents, servants, representatives, investigators or other sources) upon the basis of which “you” know that a prior answer was incorrect when made or “you” know that a prior answer, though correct when made is no longer true.

DEFINITIONS

For purposes of these Interrogatories, the following words when appearing in quotation marks shall have these definitions:

1. “Plaintiff” shall mean the each and every respective plaintiff in the above action, unless otherwise and/or specifically identified.

2. “Defendant,” “You,” “Your”, or “IVOL Enterprises” as used herein shall mean answering defendant, IVOL Enterprises Ltd.

3. Whenever the word “you” or “your” appears herein, and whenever the designation of the party served with these Interrogatories appears herein, such word, designation, person or entity shall be construed to mean not only the party served with these Interrogatories, other person,

or entity in his, her, its or their own right, but also his, her, its or their agents, servants, workmen, representatives, employees or attorneys. If the defendant to whom these Interrogatories are addressed is not an individual(s), “you” or “your” includes the entire entity, its divisions, its merged or acquired predecessors, its present and former officers, directors, agents, employees, and all other persons purporting to act on behalf of it or its predecessors.

4. “Identify” or “identity” when referring to a person includes the following information about any such person be provided:

- a. Name.
- b. Address at the time of the event referred to.
- c. Present address and/or last known address.
- d. Employer, employer’s address, position, job title, and responsibilities at the time of the event referred to.
- e. Present and/or last known employer, employer’s address, position, job title and responsibilities.
- f. Present and/or last known home and employment telephone numbers.

5. If a request to “identify” or relating to the “identity” of persons would lead to the disclosure of an entity that is not a person (for instance, a corporation, partnership, institution, agency, etc.), the requested “identity” of persons includes the following information about such entity be provided:

- a. Name.
- b. Address at the time of the event referred to.
- c. Present address.

d. Name and job title of the officers and employees involved with the subject matter referred to in the Interrogatory.

6. “Document” or “documents” shall include the original or any copy (regardless of origin or location) of any statement, paper, writing, letter, e-mail, text message, advertisement, memorandum, log book, note, article, book, textbook, journal, journal article, laboratory record, report, record, study, recording, photograph, audio or videotape, recordings, drawing, film, bulletin, or any other physical object containing a written, printed, spoken, or physical image or sound. “Document” also includes cards, magnetic tapes, or other electronic information storage articles for use in computer or which can be extracted or assembled with the use of a computer or computer accessories.

7. “Identify” or “identity” when referring to any “document” includes all “documents”, even if they are not in “your” possession or control, and includes the request that the following information about such “document” be provided:

- a. The nature of the “document” (e.g., letter, memorandum, photograph, statement, etc.).
- b. Title or description (and name and date of publication and page number).
- c. The date of its creation, preparation or publication.
- d. The “identity” of its author, maker or creator.
- e. The “identity” of the person(s) to whom the “document” was directed or for whom it was created.
- f. The “identity” of the “document’s” present custodian.
- g. The substance of all information contained in the “document”. In lieu of providing the requested information about the “identity” of a “document”,

to the extent that the “document” itself provides the requested information, “you” may attach the “document” to “your” answers to these Interrogatories, together with such explanatory matter as is necessary for a reasonable understanding of the matters set forth in each “document”.

8. The term “describe fully” or “describe in detail” as used herein shall mean to provide all relevant and material factual information pertaining to the matter about which inquiry is sought.

9. The "Incident" or “Subject Incident” referred to hereinafter is the one which is the subject matter of this suit that occurred on September 4, 2023.

10. “Chevrolet Malibu” refers to the 2021 Chevrolet Malibu (VIN#:

██████████ operated by ██████████ ██████████ on September 4, 2023.

11. “EAN Holdings” means Defendant EAN Holdings LLC and includes its counsel, employees, and agents, and further includes divisions, subdivisions or subsidiaries within EAN Holdings, LLC.

12. “GM” means Defendant General Motors, LLC and includes its counsel, employees, and agents, and further includes divisions, subdivisions or subsidiaries within General Motors, LLC.

13. “Main Line Auto” means Defendant Main Line Auto Group, Inc. d/b/a Main Line Auto and includes its counsel, employees, and agents, and further includes divisions, subdivisions or subsidiaries within Main Line Auto.

14. “CAMRAC LLC” means Defendant CAMRAC LLC and includes its counsel, employees, and agents, and further includes divisions, subdivisions or subsidiaries within CAMRAC LLC.

15. “Manheim” means defendant Manheim Inc. and includes its counsel, employees, and agents, and further includes divisions, subdivisions or subsidiaries within Manheim Inc.

16. “Cox” means defendant Cox Automotive Inc. and includes its counsel, employees, and agents, and further includes divisions, subdivisions or subsidiaries within Cox Automotive Inc.

17. “Airbag system” means and refers to the driver’s frontal airbag system and its component parts, including dual-stage driver frontal airbags, occupant classification system and airbag control module, installed in the Chevrolet Malibu (VIN#: [REDACTED] which forms the basis of Plaintiff’s complaint in this case.

18. “Airbag module” means and refers to the airbag control module installed in the Chevrolet Malibu (VIN#: [REDACTED] which forms the basis of Plaintiff’s complaint in this case.

19. “Airbag cover” means and refers to the plastic cover in the steering wheel which stores the airbag installed in the Chevrolet Malibu (VIN#: [REDACTED] which forms the basis of Plaintiff’s complaint in this case.

INTERROGATORIES

1. State the name and address of the person(s) answering these Interrogatories and their relationship with you.

ANSWER: Oran Kraft, Manager at IVOL, 261 Uniondale Ave, Uniondale NY 11553.

2. Identify all persons who are believed or known by you, your agents, or your attorneys to have any knowledge concerning any of the issues in this lawsuit and describe the subject matter about which each such person has knowledge.

ANSWER:

2a. Yitzhak Kraft, Owner of IVOL, 261 Uniondale Ave, Uniondale, NY 11553

2b. Oran Kraft, Manager at IVOL, 261 Uniondale Ave, Uniondale, NY 11553

2c. Anvar Ahadov, Purchasing, Service, and Sales representative at IVOL, 261 Uniondale Ave, Uniondale, NY 11553

3. Identify from where and what date IVOL Enterprises took physical possession of the Chevrolet Malibu.

ANSWER: Exact date and location is unknown. To the best of my knowledge, it was from Manheim New England 123 Williams St, North Dighton, MA 02764.

4. State whether the driver's frontal airbag was deployed when IVOL Enterprises purchased the Chevrolet Malibu.

ANSWER: Yes.

5. State the date when and to whom IVOL Enterprises sold the Chevrolet Malibu.

ANSWER: April 16, 2022

6. State whether the Chevrolet Malibu was in any frontal impacts during the period IVOL Enterprises owned the Chevrolet Malibu.

ANSWER: No.

7. In relation to the above Interrogatory, identify and describe each and every frontal impact in which the Chevrolet Malibu was involved during the period IVOL Enterprises owned the Chevrolet Malibu. For each instance, please identify:

- a. The date of the incident.
- b. The location of the incident.
- c. The vehicles involved in the incident.
- d. Whether the driver airbag deployed.
- e. The name of the business and/or the individual(s) who repaired the Chevrolet Malibu.
- f. A detailed description of the repairs performed on the Chevrolet Malibu.

ANSWER: Not Applicable.

8. Identify and describe each and every time the Chevrolet Malibu underwent service, maintenance and/or repairs during the period IVOL Enterprises owned the Chevrolet Malibu. For each instance, please identify:

- a. The date and the reason for the service, maintenance and/or repairs.
- b. The name of the business and/or the individuals who performed any service, maintenance, and/or repairs on the Chevrolet Malibu; and
- c. A detailed description of all service, maintenance, and/or repairs performed on the Chevrolet Malibu.

ANSWER: a. It was repaired during the period we owned the vehicle in order to make the vehicle suitable for normal use.

b1. One vendor was a collision body shop named Capital Motors Inc. The names of the employees are unknown.

C1. Capital Motors Inc. was responsible for the repair of all body work of the exterior, such as the Bumper cover, Grill, Fenders, and applicable brackets and sensors and any paint repair necessary. They were also responsible for replacing the airbags inside the vehicle and any component associated with that.

They also replaced the headlight. Capital Motors may have provided additional repairs that are not able to be recalled at this time.

B2. Another vendor that was used was Paramount Auto Repair. Identities of the individuals involved are unknown.

C2. Paramount Auto Repair replaced the control arm, sway bar link, tire, and tire pressure monitor sensor of the damaged front driver side area.

9. To the extent not fully answered in Answer 8 above, describe fully the reasons for any service, maintenance and/or repairs on the Chevrolet Malibu from the date it was purchased by IVOL Enterprises until the date it was sold, the individuals who performed any service, maintenance, and/or repairs on the Chevrolet Malibu, and a detailed description of all service, maintenance, and/or repairs performed on the Chevrolet Malibu.

ANSWER: The above question was answered in its entirety and to the best of my current knowledge. Please refer to the answer above.

10. Were any repairs made to the driver's airbag system in the Chevrolet Malibu when IVOL Enterprises owned the vehicle?

ANSWER: Yes.

11. If your Answer to the previous Interrogatory was yes, please:

- a. Identify and describe each and every repair to the driver's airbag system on the Chevrolet Malibu;
- b. Identify the name of the business and/or the individuals who performed each and every repair to the driver's airbag system on the Chevrolet Malibu.

ANSWER: a. Replace deployed airbag with GM airbag (OEM). b. Refer to response to question 8.B1. They dealt with anything relating to the airbag.

12. Was the driver's airbag control module replaced in the Chevrolet Malibu while IVOL Enterprises owned the Chevrolet Malibu?

ANSWER: Unknown.

13. If your answer to the previous interrogatory was "Yes", please state:

- a. When the driver's airbag control module was replaced.
- b. The business and/or individual who replaced the driver's airbag module.
- c. Where the parts were obtained to replace the driver's airbag module.
- d. Who purchased the replacement driver's airbag module.
- e. The business and/or individual who sold the replacement airbag control module.

ANSWER: Not Applicable.

14. Was the driver's airbag cover replaced in the Chevrolet Malibu while you owned the vehicle?

ANSWER: Unknown.

15. If your answer to the previous interrogatory was "Yes", Please state:

- a. When the driver's airbag cover was replaced.
- b. The business and/or individual who replaced the driver's airbag cover.
- c. Where the parts were obtained to replace the driver's airbag cover.
- d. Who purchased the replacement driver's airbag cover.
- e. The business and/or individual who sold the replacement airbag cover.

ANSWER: Not Applicable.

16. Identify from whom, where, and when you purchased replacement components for the Chevrolet Malibu's airbag system, including but not limited to the airbag, airbag cover, and airbag module.

ANSWER: See attached receipts.

17. Describe fully IVOL Enterprises' process for purchasing replacement components for the Chevrolet Malibu's airbag system, including but not limited to the airbag, airbag cover, and airbag module.

ANSWER: We allow the collision body shop to purchase whatever they need to perform the proper repairs. If there are any parts that the body shop specifically requested that we buy, then we bought those parts for them to use.

18. Explain fully whether the replacement components purchased for the Chevrolet Malibu's airbag system, including but not limited to the airbag, airbag cover, and airbag module were new, re-manufactured, or both.

ANSWER: Unknown.

19. Identify and describe in detail the purchase and sales record for the components used to replace or repair the Chevrolet Malibu's airbag system, including but not limited to the airbag, airbag cover, and airbag module.

ANSWER: See attached receipts.

20. Identify the vehicle service, maintenance and/or repair records for the Chevrolet Malibu's airbag system, including but not limited to the airbag, airbag cover, and airbag module that were provided to the purchaser of the Chevrolet Malibu.

ANSWER: I do not believe purchaser requested such records.

21. Identify and describe in detail how you allege the subject incident occurred, including but not limited to whether you contend any other person or entity was negligent and/or in any way contributed to causing the incident which is the subject of this lawsuit. For any entity or person whom you contend was negligent and/or any in any way contributed to causing the incident which is the subject of this lawsuit, please identify the name, title and address of each and every individual, the name and address of each and every entity, the date of any negligent act and/or omission, and the name, title, address, and present location of each and every individual who was negligent, and the nature of the acts and/or omissions which you contend were negligent.

ANSWER: The details I have about the incident is that the Plaintiff was involved in a vehicular crash, which she was at fault for such collision. Furthermore, police reports indicate that Plaintiff was not using a seat belt during the collision, as required by Pennsylvania Vehicle Code. Police report indicates that the airbags did deploy, as intended. It is my opinion that the Plaintiff was aware of the risk of injuries from not being restrained by the seatbelt and yet she put herself in this position where the injuries were exacerbated due to this negligence. Also I think General Motors is at fault for continuing to sell airbags that can burn passengers upon deployment.

22. Please identify your applicable commercial insurance at the time the airbag, airbag cover, and airbag module were replaced on the Chevrolet Malibu and at the time of the incident on September 4, 2023, including the name of the issuing carrier, the type of policy, the definition of "insured" or "assured", the effective policy period, the applicable liability insurance benefits coverage limits; the facilities, property, and/or activities covered by the policy; the risks covered

by the policy; and the applicable umbrella and/or excess liability insurance benefits coverage limits at the time the cause of action arose.

ANSWER: Not Applicable.

23. Do any of the insurance policies set forth in answer to the preceding Interrogatories contain any exclusion which you or your insurer contends is or may be applicable to the claim alleged by the Plaintiff?

ANSWER: Not Applicable.

24. If your answer to the preceding Interrogatory is in the affirmative, as to each such exclusion, state: the policy involved; the exact language of the exclusion; the facts supporting the contention the exclusion is or may be applicable; the “identity” of all persons having information concerning the contention or exclusion; and the “identity” of all “documents” relating to the contention or exclusion.

ANSWER: Not Applicable.

25. Has any reservation of rights agreement or notice been issued to you from any of your insurers?

ANSWER: Not Applicable.

26. If your answer to the preceding Interrogatory is in the affirmative, with respect to each insurer’s reservation of rights state: the “identity” of the insurance policy or policies involved; the

basis asserted in support of the reservation of rights agreement or notice; the facts supporting such assertion; the “identity” of all persons having information concerning such assertion and an accurate summary of the information available to each such person; and the “identity” of all “documents” relating to such assertion.

ANSWER: Not Applicable.

MARSHALL DENNEHEY, P.C.



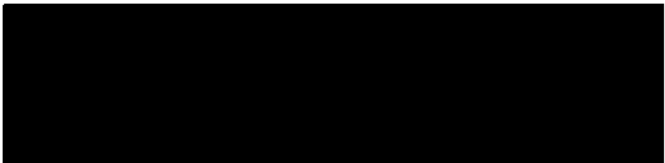
BRADLEY D. REMICK, ESQUIRE
Attorney for defendant, IVOL
Enterprises, Ltd.

DATE: August 6, 2024

VERIFICATION

I, Oran Kraft, state under the penalty of perjury I have read the foregoing Answers to Interrogatories and Request for Production. I am cognizant that the facts set forth herein are derived from documents and/or based on discussions with representatives of the company with knowledge of the same.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 15th day of August, 2024.


Oran Kraft