HEARING DATE AND TIME: October 15, 2012 at 9:45 a.m. (Eastern Time)
RESPONSE DEADLINE: October 8, 2012 at 4:00 p.m. (Eastern Time)

Barry N. Seidel (BS-1945)
Stefanie Birbrower Greer (SG-2898)
DICKSTEIN SHAPIRO LLP
1633 Broadway
New York, New York 10019-6708
Telephone: (212) 277-6500
Facsimile: (212) 277-6501

Attorneys for Motors Liquidation
Company GUC Trust

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11 Case No.**
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	:	**09-50026 (REG)**
Debtors.	:	**(Jointly Administered)**

NOTICE OF OBJECTION TO PROOF OF
CLAIM NO. 50945 FILED BY TIA GOMEZ

PLEASE TAKE NOTICE that on September 12, 2012, the Motors Liquidation Company GUC Trust (the "**GUC Trust**"), formed by the above-captioned debtors (collectively, the "**Debtors**") in connection with the Debtors' Second Amended Joint Chapter 11 Plan, dated March 18, 2011, filed its objection to proof of claim number 50945 filed by Tia Gomez (the "**Objection**"), and that a hearing (the "**Hearing**") to consider the Objection will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **October 15, 2012, at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses to the Objection must

be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a CD-ROM or 3.5 inch disk, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and served in accordance with General Order M-399 and on (i) Dickstein Shapiro, LLP, attorneys for the GUC Trust, 1633 Broadway, New York, New York, 10019-6708 (Attn: Barry N. Seidel, Esq., and Stefanie Birbrower Greer, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Thomas Morrow); (iii) General Motors, LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.); (viii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.); (ix) the U.S. Attorney's Office,

S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.); (x) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.) and One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.); (xi) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.); (xii) Gibson, Dunn & Crutcher LLP, attorneys for Wilmington Trust Company as GUC Trust Administrator and for Wilmington Trust Company as Avoidance Action Trust Administrator, 200 Park Avenue, 47th Floor, New York, New York 10166 (Attn: Keith Martorana, Esq.); (xiii) FTI Consulting, as the GUC Trust Monitor and as the Avoidance Action Trust Monitor, One Atlantic Center, 1201 West Peachtree Street, Suite 500, Atlanta, Georgia 30309 (Attn: Anna Phillips); (xiv) Crowell & Moring LLP, attorneys for the Revitalizing Auto Communities Environmental Response Trust, 590 Madison Avenue, 19th Floor, New York, New York 10022-2524 (Attn: Michael V. Blumenthal, Esq.); and (xv) Kirk P. Watson, Esq., as the Asbestos Trust Administrator, 2301 Woodlawn Boulevard, Austin, Texas 78703, so as to be received no later than **October 5, 2012, at 4:00 p.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that if no responses are timely filed and served with respect to the Objection, the GUC Trust may, on or after the Response Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Objection, which order may be entered with no further notice or opportunity to be heard

offered to any party.

Dated: New York, New York
September 12, 2012

/s/ Stefanie Birbrower Greer

Barry N. Seidel (BS-1945)
Stefanie Birbrower Greer (SG-2898)
DICKSTEIN SHAPIRO LLP
1633 Broadway
New York, New York 10019-6708
Telephone: (212) 277-6500
Facsimile: (212) 277-6501

Attorneys for Motors Liquidation Company GUC Trust

HEARING DATE AND TIME: October 15, 2012 at 9:45 a.m. (Eastern Time)
RESPONSE DEADLINE: October 8, 2012 at 4:00 p.m. (Eastern Time)

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Attorneys for Motors Liquidation
Company GUC Trust

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11 Case No.**
MOTORS LIQUIDATION COMPANY, *et al.*,	:	**09-50026 (REG)**
f/k/a General Motors Corp., *et al.*	:	
Debtors.	:	**(Jointly Administered)**

OBJECTION TO PROOF OF
CLAIM NO. 50945 FILED BY TIA GOMEZ

TO THE HONORABLE ROBERT E. GERBER
UNITED STATES BANKRUPTCY JUDGE:

The Motors Liquidation Company GUC Trust (the "**GUC Trust**"), formed by the above-captioned debtors (collectively, the "**Debtors**") in connection with the Debtors' Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time, the "**Plan**"), objects to proof of claim number 50945 (the "**Claim**") filed by Tia Gomez, on the basis that such claim is time-barred by the applicable statute of limitations. In support of this Objection, the GUC Trust respectfully represents:

RELIEF REQUESTED

1. By the Claim, Ms. Gomez, a *pro se* litigant, seeks recovery from the Debtors an amount of $365,000 for "products liability and medical bills" and "personal injury" related to a car accident that allegedly occurred in October, 2006 (the "**Accident**"). Even though Ms. Gomez filed a timely unsecured claim against the Debtors, Ms. Gomez did not commence an action related to the Accident prior to the Debtors' bankruptcy.

2. As set forth more fully below, because the Accident took place over two years before the commencement of these bankruptcy cases, the applicable statute of limitations bars any claims by Ms. Gomez against General Motors Corporation or its subsidiaries and/or affiliates (collectively, "**Old GM**") in connection with the Accident. Accordingly, by this Objection, the GUC Trust seeks entry of an order disallowing and expunging the Claim pursuant to section 502(b) of title 11 of the United States Code (the "**Bankruptcy Code**") and Rule 3007(d) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

JURISDICTION

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).[1]

[1] The Court has jurisdiction to disallow personal injury claims should it determine that they are barred by the applicable statute of limitations. *In re Chateaugay Corp.*, 111 B.R. 67, 76 (Bankr. S.D.N.Y. 1997) ("[T]he bankruptcy court must have jurisdiction to make the threshold determination of whether as a matter of law, a claim exists which can be asserted against the debtor, even if the claim sounds in personal injury, tort or wrongful death.").

BACKGROUND

4. In September 2006, Ms. Gomez, a resident of Reno, Nevada purchased a 2005 Cadillac Escalade (the "**Vehicle**") in Reno, Nevada. *See* Proof of Claim No. 50945, attached as Exhibit A. On or about October 19, 2006, Ms. Gomez was involved in the Accident in Reno, Nevada. According to the accident report, the Vehicle struck from behind a second vehicle, causing the second vehicle to enter the front yard of a residence and hit a parked car. Ms. Gomez was cited for "following too close" and "faulty registration."

5. The Debtors' records, as well as an independent search of state and federal court dockets, do not reveal any cases commenced by Ms. Gomez in connection with the Accident, or any tolling agreement between the Debtors and Ms. Gomez.

THE CLAIM

6. On November 25, 2009, Ms. Gomez filed a timely unsecured claim against Old GM. *See* Exhibit A.

7. The Claim seeks recovery of $365,000 for "products liability and medical bills" and "personal injury" associated with the Accident. With the claim, Ms. Gomez submitted the vehicle accident report, various medical bills, and the financing agreement from purchasing the vehicle. No other information is provided as to the specific nature of Ms. Gomez's claim.

ARGUMENT

8. For a prepetition claim to be valid, the claimant must demonstrate it possesses a right to payment and that the right arose prior to the filing of the bankruptcy petition. *See Olin Corp. v. Riverwood Int'l Corp. (In re Manville Forest Prods. Corp.)*, 209 F.3d 125, 128 (2d Cir. 2000). A right to payment is an enforceable obligation. *Pa. Dep't of Pub. Welfare v.*

Davenport, 495 U.S. 552, 559 (1990). Bankruptcy Rule 3001(f) further provides that a proof of claim is *prima facie* evidence of the validity and amount of such claim. If the claimant does not allege a sufficient legal basis for the claim, the claim is not considered *prima facie* valid, and the burden remains with the claimant to establish the validity of the claim. *In re Chain*, 255 B.R. 278, 281 (Bankr. D. Conn. 2000); *In re Marino*, 90 B.R. 25, 28 (Bankr. D. Conn. 1988).

9. "A challenged claim will not be allowed by the bankruptcy court if the claim is barred by the applicable statute of limitations." *In re Brill*, 319 B.R. 49, 53 (Bankr. S.D.N.Y. 2004); *Asbestos Claimants v. U.S. Lines Reorganization Trust (In re U.S. Lines, Inc.)*, 262 B.R. 223, 234 (S.D.N.Y. 2001) (citation omitted) ("This district has recognized the authority of the Bankruptcy Court to apply statutes of limitations and related dispositive legal defenses in the disallowance of claims, including personal injury claims."). Here, the causes of action underlying the Claim were barred by the applicable statute of limitations before the commencement of the Debtors' chapter 11 cases. Accordingly, the Claim is not *prima facie* valid and should be disallowed and expunged as a matter of law.

A. <u>Any Claims by Ms. Gomez Are Barred by the Applicable Statute of Limitations</u>

10. Ms. Gomez seeks recovery from the Debtors based on (i) products liability and (ii) personal injury. *See* Exhibit A. Under applicable Nevada law, products liability and personal injury claims must be commenced against the manufacturer or seller of the product within two years of the date of the accident (the "**Statute of Limitations**"). Nev. Rev. Stat. Ann. § 11.190. The Statute of Limitations applies to suits for recovery of "damages for injuries to a person or for the death of a person caused by the wrongful act or neglect of another." Nev. Rev. Stat. Ann. § 11.190(4)(e). Thus, all of Ms. Gomez's potential claims against the Debtors are subject to – and barred by – the Statute of Limitations.

11. The Debtors' bankruptcy cases were filed on June 1, 2009 (the "**Petition Date**"), over two years after the Accident occurred. Absent the filing of a timely lawsuit, all personal injury and products liability claims related to the Vehicle were thus barred by the Statute of Limitations prior to the Petition Date. Here, because no claims or causes of action were filed by or on behalf of Tia Gomez against Old GM (or any of its subsidiaries or affiliates) prior to the expiration of the Statute of Limitations, such claims are barred as a matter of Nevada law.[2]

12. Given that Ms. Gomez did not bring a timely claim against Old GM prior to the Petition Date, she cannot use the claims allowance process to revive her claims. *See, e.g.*, *LTV Steel Co., Inc. v. Shalala* (*In re Chateaugay Corp.*), 53 F.3d 478, 497 (2d Cir. 1995); *In re Eagle-Picher Industries, Inc., et al.*, 201 B.R. 921, 922 (Bankr. S.D. Ohio 1996). Accordingly, Ms. Gomez does not have a prepetition right to payment against the Debtors and the Claim should thus be disallowed and expunged.

[2] No tolling principles are relevant to the Claim which would alter application of the statute of limitations.

CONCLUSION

For the reasons set forth above, this Court should enter an order expunging the Claims and granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
September 12, 2012

/s/ Stefanie Birbrower Greer

Barry N. Seidel (BS-1945)
Stefanie Birbrower Greer (SG-2898)

DICKSTEIN SHAPIRO LLP
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Facsimile: (212) 277-6501

Attorneys for Motors Liquidation Company GUC Trust

HEARING DATE AND TIME: October 15, 2012 at 9:45 a.m. (Eastern Time)
RESPONSE DEADLINE: October 8, 2012 at 4:00 p.m. (Eastern Time)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11 Case No.**
MOTORS LIQUIDATION COMPANY, *et al.*, f/k/a General Motors Corp., *et al.*	:	**09-50026 (REG)**
Debtors.	:	**(Jointly Administered)**

ORDER GRANTING OBJECTION TO
PROOF OF CLAIM NO. 50945 FILED BY TIA GOMEZ

Upon the objection to proof of claim number 50945 (the "**Claim**") dated September 12, 2012 (the "**Objection**"), filed by the Motors Liquidation Company GUC Trust (the "**GUC Trust**"), formed by the above-captioned debtors (collectively, the "**Debtors**") in connection with the Debtors' Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time, the "**Plan**"), pursuant to section 502(b) of title 11, United States Code (the "**Bankruptcy Code**"), seeking entry of an order disallowing and expunging the Claim on the basis that such claim is time-barred by the applicable statute of limitations, as more fully described in the Objection; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the relief requested in the Objection is granted; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the Claims are disallowed and expunged; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: New York, New York
_____, 2012

_____

United States Bankruptcy Judge

EXHIBIT A

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One)	Case No
☒ Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
☐ MLCS, LLC (f/k/a Saturn LLC)	09-50027 (REG)
☐ MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
☐ MLC of Harlem, Inc (f/k/a Chevrolet-Saturn of Harlem, Inc)	09-13558 (REG)

Your Claim is Scheduled As Follows.

NOTE *This form should not be used to make a claim for an administrative expense arising **after** the commencement of the case but may be used for purposes of asserting a claim under 11 U S C § 503(b)(9) (see Item # 5) All other requests for payment of an administrative expense should be filed pursuant to 11 U S C § 503*

Name of Creditor (the person or other entity to whom the debtor owes money or property) GOMEZ TIA

Name and address where notices should be sent

GOMEZ TIA
865 O CALLAGHAN DRIVE
SPARKS NV 89434-3920

Telephone number
Email Address TIA-GOMEZ@hotmail.com

☐ Check this box to indicate that this claim amends a previously filed claim

Court Claim Number _____
(If known)

Filed on _____

Name and address where payment should be sent (if different from above)

FILED - 50945
MOTORS LIQUIDATION COMPANY
F/K/A GENERAL MOTORS CORP
SDNY # 09-50026 (REG)

Telephone number 775-219-2615

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ Check this box if you are the debtor or trustee in this case

THE GARDEN CITY GROUP, INC. NOV 25 2009

If an amount is identified above you have a claim scheduled by one of the Debtors as shown (This scheduled amount of your claim may be an amendment to a previously scheduled amount) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor you do not need to file this proof of claim form EXCEPT AS FOLLOWS If the amount shown is listed as DISPUTED UNLIQUIDATED, or CONTINGENT a proof of claim MUST be filed in order to receive any distribution in respect of your claim If you have already filed a proof of claim in accordance with the attached instructions you need not file again

1 Amount of Claim as of Date Case Filed, June 1, 2009 $ 365,000.00

If all or part of your claim is secured, complete item 4 below however, if all of your claim is unsecured, do not complete item 4 If all or part of your claim is entitled to priority complete item 5 If all or part of your claim is asserted pursuant to 11 U S C § 503(b)(9) complete item 5

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim Attach itemized statement of interest or charges Product Liability & Medical Bills

2 Basis for Claim Personal Injury, Air Bags Faulty, Medical Bills.
(See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies debtor CASE # 09-50026

3a Debtor may have scheduled account as CASE # 09-50026
(See instruction #3a on reverse side)

4 Secured Claim (See instruction #4 on reverse side)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Nature of property or right of setoff ☐ Real Estate ☒ Motor Vehicle ☐ Equipment ☐ Other
Describe Personal Injury, No Air Bag Deployment & Medical Bills

Value of Property $_____ **Annual Interest Rate**___%

Amount of arrearage and other charges as of time case filed included in secured claim, if any $_____

Basis for perfection _____

Amount of Secured Claim $_____ **Amount Unsecured** $_____

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim, such as promissory notes purchase orders, invoices itemized statements or running accounts contracts judgments mortgages, and security agreements You may also attach a summary Attach redacted copies of documents providing evidence of perfection of a security interest You may also attach a summary (*See instruction 7 and definition of redacted on reverse side*)

DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

If the documents are not available please explain in an attachment

5 Amount of Claim Entitled to Priority under 11 U S C § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount

Specify the priority of the claim

☐ Domestic support obligations under 11 U S C § 507(a)(1)(A) or (a)(1)(B)

☐ Wages, salaries, or commissions (up to $10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier – 11 U S C § 507(a)(4)

☐ Contributions to an employee benefit plan – 11 U S C § 507(a)(5)

☐ Up to $2,425* of deposits toward purchase lease or rental of property or services for personal family or household use – 11 U S C § 507(a)(7)

☐ Taxes or penalties owed to governmental units – 11 U S C § 507(a)(8)

☐ Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U S C § 503(b)(9) (§ 507(a)(2))

☐ Other – Specify applicable paragraph of 11 U S C § 507(a)(__)

Amount entitled to priority

$_____

**Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment*

Date

Signature The person filing this claim must sign it Sign and print name and title, if any of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above Attach copy of power of attorney if any

Tia Gomez TIA GOMEZ

FOR COURT USE ONLY

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years, or both 18 U S C §§ 152 and 3571

Modified B10 (GCG) (12/08)

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law In certain circumstances such as bankruptcy cases not filed voluntarily by the debtor there may be exceptions to these general rules The attorneys for the Debtors and their court-appointed claims agent The Garden City Group Inc are not authorized and are not providing you with any legal advice

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

PLEASE SEND YOUR ORIGINAL COMPLETED CLAIM FORM AS FOLLOWS **IF BY MAIL** THE GARDEN CITY GROUP INC ATTN MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING PO BOX 9386 DUBLIN OH 43017-4286 **IF BY HAND OR OVERNIGHT COURIER** THE GARDEN CITY GROUP, INC ATTN MOTORS LIQUIDATION COMPANY CLAIMS PROCESSING, 5151 BLAZER PARKWAY SUITE A DUBLIN OH 43017 PROOFS OF CLAIM MAY ALSO BE HAND DELIVERED TO THE UNITED STATES BANKRUPTCY COURT SDNY, ONE BOWLING GREEN, ROOM 534 NEW YORK, NEW YORK 10004 **ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED**

THE GENERAL AND GOVERNMENTAL BAR DATE IS NOVEMBER 30, 2009 AT 5 00 P M (PREVAILING EASTERN TIME)

Court, Name of Debtor, and Case Number
These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on June 1, 2009 You should select the debtor against which you are asserting your claim
A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR

Creditor's Name and Address
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case Please provide us with a valid email address A separate space is provided for the payment address if it differs from the notice address The creditor has a continuing obligation to keep the court informed of its current address See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

1 Amount of Claim as of Date Case Filed
State the total amount owed to the creditor on the date of the bankruptcy filing Follow the instructions concerning whether to complete items 4 and 5 Check the box if interest or other charges are included in the claim

2 Basis for Claim
State the type of debt or how it was incurred Examples include goods sold, money loaned services performed personal injury/wrongful death car loan mortgage note and credit card If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information You may be required to provide additional disclosure if the debtor trustee or another party in interest files an objection to your claim

3 Last Four Digits of Any Number by Which Creditor Identifies Debtor
State only the last four digits of the debtor s account or other number used by the creditor to identify the debtor if any

3a Debtor May Have Scheduled Account As
Use this space to report a change in the creditor's name a transferred claim or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor

4 Secured Claim
Check the appropriate box and provide the requested information if the claim is fully or partially secured Skip this section if the claim is entirely unsecured (See DEFINITIONS, below) State the type and the value of property that secures the claim attach copies of lien documentation and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing

5 Amount of Claim Entitled to Priority Under 11 U S C § 507(a)
If any portion of your claim falls in one or more of the listed categories check the appropriate box(es) and state the amount entitled to priority (See DEFINITIONS below) A claim may be partly priority and partly non-priority For example in some of the categories, the law limits the amount entitled to priority

For claims pursuant to 11 U S C § 503(b)(9), indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before June 1, 2009, the date of commencement of these cases (See DEFINITIONS below) Attach documentation supporting such claim

6 Credits
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim the creditor gave the Debtor credit for any payments received toward the debt

7 Documents
Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt You may also attach a summary You must also attach copies of documents that evidence perfection of any security interest You may also attach a summary FRBP 3001(c) and (d) If the claim is based on the delivery of health care goods or services see instruction 2 Do not send original documents as attachments may be destroyed after scanning

Date and Signature
The person filing this proof of claim must sign and date it FRBP 9011 If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature Print the name and title, if any of the creditor or other person authorized to file this claim State the filer s address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices Attach a complete copy of any power of attorney Criminal penalties apply for making a false statement on a proof of claim

DEFINITIONS

Debtor
A debtor is the person corporation or other entity that has filed a bankruptcy case
The Debtors in these Chapter 11 cases are

Motors Liquidation Company (f/k/a General Motors Corporation)	09-50026 (REG)
MLCS LLC (f/k/a Saturn LLC)	09-50027 (REG)
MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation)	09-50028 (REG)
MLC of Harlem Inc (f/k/a Chevrolet-Saturn of Harlem Inc)	09-13558 (REG)

Creditor
A creditor is the person corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing

Claim
A claim is the creditor s right to receive payment on a debt that was owed by the Debtor on the date of the bankruptcy filing See 11 U S C § 101(5) A claim may be secured or unsecured

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing The creditor must file the form with The Garden City Group Inc as described in the instructions above and in the Bar Date Notice

Secured Claim Under 11 U S C § 506(a)
A secured claim is one backed by a lien on property of the debtor The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors The amount of the secured claim cannot exceed the value of the property Any amount owed to the creditor in excess of the value of the property is an unsecured claim Examples of liens on property include a mortgage on real estate or a security interest in a car A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding In some states a court judgment is a lien A claim also may be secured if the creditor owes the debtor money (has a right to setoff)

Section 503(b)(9) Claim
A Section 503(b)(9) claim is a claim for the value of any goods received by the debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the debtor in the ordinary course of such debtor's business

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien

Claim Entitled to Priority Under 11 U S C § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims

Redacted
A document has been redacted when the person filing it has masked edited out, or otherwise deleted, certain information A creditor should redact and use only the last four digits of any social-security individual s tax-identification, or financial-account number all but the initials of a minor's name and only the year of any person s date of birth

INFORMATION

Evidence of Perfection
Evidence of perfection may include a mortgage lien certificate of title financing statement or other document showing that the lien has been filed or recorded

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing from The Garden City Group, Inc , please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to The Garden City Group Inc

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims One or more of these entities may contact the creditor and offer to purchase the claim Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor These entities do not represent the bankruptcy court or the debtor The creditor has no obligation to sell its claim However if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U S C § 101 et seq) and any applicable orders of the bankruptcy court

Additional Information
If you have any questions with respect to this claim form please contact Alix Partners at 1 (800) 414-9607 or by e-mail at claims@motorsliquidation com

0102

ADDRESSEE

REMIT TO

100067

ACCOUNT NUMBER: REDACTED

INP

BILLTYPE FINAL

N

GOMEZ ,TIA L
GUAR PH 775-378-7395

STENDELL ERIC R

TIA GOMEZ
4195 RIO ENCANTADA
RENO NV 89502

PT TYPE E
INS CODES REDACTED

CONDENSED SUMMARY OF CURRENT ACTIVITY

REV	DESCRIPTION	QTY	CHARGES
	BALANCE DUE		34,150 25
ADJ	COPAY/DEDUCTIBLE		34,150 25
ADJ	COPAY/DEDUCTIBLE		34,150 25
ADJ	COPAY/DEDUCTIBLE		34,150 25-
ADJ	COPAY/DEDUCTIBLE		34,150 25-
	BALANCE DUE		34,150 25

8880*SZQ0LD4OZ000442

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE

ABOUT YOU

YOUR NAME (Last First Middle Initial)

ADDRESS

CITY STATE ZIP

TELEPHONE ( )

MARITAL STATUS ☐ Separated ☐ Single ☐ Divorced ☐ Married ☐ Widowed

EMPLOYER S NAME TELEPHONE ( )

EMPLOYER S ADDRESS CITY STATE ZIP

ABOUT YOUR INSURANCE

YOUR PRIMARY INSURANCE COMPANY S NAME EFFECTIVE DATE

PRIMARY INSURANCE COMPANY S ADDRESS PHONE

CITY STATE ZIP

POLICYHOLDER S ID NUMBER GROUP PLAN NUMBER

YOUR SECONDARY INSURANCE COMPANY'S NAME EFFECTIVE DATE

SECONDARY INSURANCE COMPANY S ADDRESS PHONE

CITY STATE ZIP

POLICYHOLDER S ID NUMBER GROUP PLAN NUMBER

ACCOUNT NUMBER: REDACTED

INP BILLTYPE FINAL

N GOMEZ ,TIA L STENDELL ERIC R

GUAR PH 775-378-7395

TIA GOMEZ
4195 RIO ENCANTADA
RENO NV 89502

PT TYPE E

INS CODES REDACTED

CONDENSED SUMMARY OF CURRENT ACTIVITY

REV	DESCRIPTION	QTY	CHARGES

8880*SZQ0LD4OZ000442

100067

REMSA GROUND AMBULANCE

450 Edison Way
Reno, Nv 89502

April 16, 2007

1-888-942-8911

Account # REDACTED
Services for
Balance Due $828 00

Return Service Requested

570871

TIA GOMEZ - R04
3625 RIO POCO RD
RENO NV 89502-5349

Send To
REMSA GROUND AMBULANCE
450 EDISON WAY
RENO, NV 89502-4117

DETACH UPPER PORTION AND RETURN WITH PAYMENT

Account # REDACTED
Services for
Balance Due $828 00

Dear patient,

This letter is to advise you that payment is expected by return mail or we will place your account with a collection agency Do not put this off any longer

The decision is yours Pay the amount due by return mail or call this office to make arrangements on this account, but you must do it now! You can still pay by credit card Complete and return the bottom portion and return it to us Without your cooperation we have little choice but to proceed to protect our interests on this account

Sincerely,

Account Representative

WE ACCEPT VISA/MASTERCARD FOR YOUR CONVENIENCE

IF YOU WISH TO PAY BY CHARGE CARD FILL IN THE INFORMATION BELOW AND RETURN THIS PORTION OF THE LETTER ALONG WITH THE TOP PORTION OF THE LETTER IN THE ENCLOSED ENVELOPE

TIA GOMEZ - 0638137

PLEASE CHARGE MY MASTERCARD _____ VISA _____

NAME ON CARD _____ AMOUNT OF PMT $ _____

CARD NUMBER _____ EXPIRATION DATE _____

SIGNATURE _____ DRIVERS LICENSE _____

NBGR04 0416E301899-JX0F 3 900

REDACTED

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE

ABOUT YOU

YOUR NAME (Last First, Middle Initial)

ADDRESS

CITY STATE ZIP

TELEPHONE ( )

MARITAL STATUS
- ☐ Single
- ☐ Married
- ☐ Separated
- ☐ Divorced
- ☐ Widowed

EMPLOYER'S NAME TELEPHONE ( )

EMPLOYER S ADDRESS CITY STATE ZIP

ABOUT YOUR INSURANCE

YOUR PRIMARY INSURANCE COMPANY S NAME

PRIMARY INSURANCE COMPANY'S ADDRESS PHONE

CITY STATE ZIP

POLICYHOLDER S ID NUMBER GROUP PLAN NUMBER

YOUR SECONDARY INSURANCE COMPANY'S NAME

SECONDARY INSURANCE COMPANY S ADDRESS PHONE

CITY STATE ZIP

POLICYHOLDER S ID NUMBER GROUP PLAN NUMBER

500005A

Event Number: Accident Number: WCSO 01946

Code Revision:

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
SCENE INFORMATION SHEET
Revised 1/14/04

☐ 1) Property ☒ 2) Injury ☐ 3) Fatal

☒ 1) Urban ☐ 2) Rural | ☐ 1) Emergency Use ☐ 2) Office Report | ☐ 1) Preliminary Report ☐ 3) Resubmission ☒ 2) Initial Report ☐ 4) Supplement Report | ☐ 1) Hit and Run ☐ 2) Private Property | Agency Name: WCSO

Collision Date	Time	Day	Beat / Sector	☒ 1) County ☐ 2) City
10/19/06	1702	4	3	

Mile Marker	# Vehicles	# Non Motorists	# Occupants	# Fatalities	# Injured	# Restrained
	3		3	Ø	2	3

Surface: ☒ 1) Asphalt ☐ 2) Concrete ☐ 3) Gravel ☐ 4) Dirt ☐ 5) Other

Intersection: ☐ 1) Four Way ☐ 2) > Four Way ☐ 3) T ☐ 4) Y ☐ 5) Roundabout ☐ 6) Other

Paddle Markers: ☒ 1) None ☐ 2) Left Side ☐ 3) Right Side ☐ 4) Both Sides ☐ 5) Unknown

Occurred On: (Highway # or Street Name) Sun Valley Blvd

☐ 1) Parking Lot

☒ 1) At Intersection With:

☐ 2) Or ☐ 3) East ☐ 4) Miles ☐ 5) Approximately Of (Cross Street) Middle Fork

Access Control: ☐ 1) None ☐ 2) Full ☐ 3) Partial

Roadway Character: ☐ 1) Curve & Grade ☐ 2) Curve & Hillcrest ☐ 3) Curve & Level ☐ 4) Straight & Grade ☐ 5) Straight & Hillcrest ☒ 6) Straight & Level ☐ 7) Unknown ☐ 8) Other

Roadway Conditions: ☒ 1) Dry ☐ 2) Icy ☐ 3) Wet ☐ 4) Snow ☐ 5) Sand / Mud / Oil / Dirt / Gravel ☐ 6) Other ☐ 7) Slush ☐ 8) Standing Water ☐ 9) Moving Water ☐ 10) Unknown

Total Thru Lanes: Main Road ☒ 1) One ☐ 2) Two ☐ 3) Three ☐ 4) Four ☐ 5) Five ☐ 6) > 5 — Total All Lanes:

Average Roadway Widths: Travel Lane ___ Ft; Storage / Turn Lane ___ Ft; Median ___ Ft

Paved Shoulder: Inside ___ Outside ___

Roadway Grade: ☐ 1) Not Determined ☒ 2) Relatively Level Roadway ☐ 3) Up Slope (+) ☐ 4) Down Slope (-) — Relative To ___ Grade ___ %

Pavement Markings and Type: 1) Centerline, Broken Yellow; 2) Centerline, Solid Yellow; 3) Centerline, Double Yellow; 4) Lane Line, Broken White; 5) Lane Line, Solid White; 6) No Passing Either Direction; 7) Turn Arrow Symbols; 8) Center Turn Lane Line; 9) Edge Line, Left, Yellow; 10) Edge Line, Right, White; 11) Other; ☐ 12) None; ☐ 13) Unknown

Highway Description: ☒ 1) Two-Way Not Divided ☐ 2) Two-Way, Divided, Unpro. Median ☐ 3) Two-Way, Divided, Median Barrier ☐ 4) One-Way, Not Divided ☐ 5) Unknown ☐ 6) Off Road

Weather Conditions: ☒ 1) Clear ☐ 2) Cloudy ☐ 3) Snow ☐ 4) Rain ☐ 5) Blowing Sand, Dirt, Soil, Snow ☐ 6) Other ☐ 7) Fog, Smog, Smoke, Ash ☐ 8) Severe Crosswinds ☐ 9) Sleet / Hail ☐ 10) Unknown

Light Conditions: ☐ 1) Dusk ☐ 2) Dawn ☒ 3) Daylight ☐ 4) Unknown ☐ 5) Other ☐ 6) Dark - No Roadway Lighting ☐ 7) Dark - Spot Roadway Lighting ☐ 8) Dark - Continuous Roadway Lighting ☐ 9) Dark - Unknown Roadway Lighting

Vehicle Collision Type: ☐ 1) Head On ☒ 2) Rear End ☐ 3) Backing ☐ 4) Angle ☐ 5) Rear to Rear ☐ 6) Sideswipe - Meeting ☐ 7) Sideswipe - Overtaking ☐ 8) Non - Collision ☐ 9) Unknown

Location of First Event: ☒ 1) Travel Lane ☐ 2) Turn Lane ☐ 3) Gore ☐ 4) Median ☐ 5) Inside Shoulder ☐ 6) Outside Shoulder ☐ 7) Intersection ☐ 8) Private Property ☐ 9) Off Road ☐ 10) Other ☐ 11) Ramp ☐ 12) Unknown

RECEIVED WCSO-RECORDS

Highway / Environment Factors: ☒ 1) None ☐ 2) Weather ☐ 3) Debris ☐ 4) Glare ☐ 5) Other Highway ☐ 6) Other Environmental ☐ 7) Shoulders ☐ 8) Road Obstruction ☐ 9) Worn Traffic Surface ☐ 10) Wet, Icy, Snow, Slush ☐ 11) Ruts, Holes, Bumps ☐ 12) Active Work Zone ☐ 13) Inactive Work Zone ☐ 14) Animal in Roadway ☐ 15) Unknown

Property Damage To Other Than Vehicle:
Describe Property Damage: Chain Link Fence
Owner's Name: Almedan Lesak
Owner's Address: (Street Address City, State Zip) 5975 Middle Fork Sun Valley 89433
☒ 1) Owner Notified

Robert Marchetti 10/31/06

First Harmful Event: Code #: 347 Description: Slow / Stopped Vehicle

Description of Accident / Narrative:

V2 was turning from Sunvalley Blvd onto Middlefork. V2 was then struck from behind by V3 sending V2 into the yard of 5991 Middlefork. V2 caused damage to landscaping and also struck V3. V3 then traveled across the yard striking the fence at 5975 Middle Fork damaging approximately 12-15' of chainlink fencing.

☐ 1) Continued On Back of Scene Information Sheet

Investigation Complete	Photos Taken	Scene Diagram	Statements	Date Notified	Time Notified	Arrival Date	Arrival Time
☒ 1) Yes ☐ 2) No	☒ 1) Yes ☐ 2) No	☒ 1) Yes ☐ 2) No	☒ 1) Yes ☐ 2) No #	10/19/06	1702	10/19/06	1704

Investigator(s)	ID Number	Date	Reviewed By	Date Reviewed	Page
J. Wood	2537	10/20/06	CD30	10/30/06	1 of 3

Scene Information

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET
Revised 1/14/04

Event Number: | Accident Number: WCOO-11946 | Agency Name: WCSO

Vehicle #: 1 | # Occupants: 3 | [X] 1) At Fault [ ] 2) Non Contact Vehicle

Direction of Travel: [ ] 1) North [ ] 3) East [ ] 5) Unknown [X] 2) South [ ] 4) West

Highway / Street Name: Sun Valley Blvd. | Travel Lane #: 1

Vehicle Action: [X] 1) Straight [ ] 3) Left Turn [ ] 5) U-Turn [ ] 7) Wrong Way [ ] 9) Passing [ ] 11) Leaving Parked [ ] 13) Leaving Lane [ ] 15) Enter Parked [ ] [ ] 17) Lane Change [ ] 19) Unknown [ ] 2) Backing [ ] 4) Right Turn [ ] 6) Parked [ ] 8) Stopped [ ] 10) Racing [ ] 12) Entering Lane [ ] 14) Other Turning [ ] 16) Driverless Vehicle [ ] 18) Other

Driver: (Last Name, First Name, Middle Name, Suffix): Gomez, Tom Lee

Transported By: [ ] 1) Not Transported [X] 2) EMS [ ] 3) Police [ ] 4) Unknown [ ] 5) Other

Street Address: 4185 Rio Encantado

Transported To: Renown Medical Center

City: Reno | State / Country: [X] 1) NV | Zip Code: 89502

Person Type: 1 | Seating Position: Code | Occupant Restraints: Code

[ ] 1) Male [ ] 3) Unknown [X] 2) Female | DOB: REDACTED | Phone Number: 378-7395

Injury Severity: Code | Injury Location: Code | Code | Code

OLN: 0701158983 | State: [X] 1) NV | Class: C | [ ] 1) CDL [X] 2) DL | License Status: Code

Airbags: 3 | Airbag Switch: Code | Ejected: Code | Trapped: Code

Compliance: [ ] 1) Restrict [ ] 2) Endorse

Endorsements			Restrictions		
Code	Code	Code	Code	Code	Code

Alcohol/Drug Involvement: [X] 1) Not Involved [ ] 2) Suspected Impairment [ ] 3) Alcohol [ ] 4) Drugs [ ] 5) Unknown

Method of Determination (check up to 2): [ ] 1) Field Sobriety Test [ ] 2) Evidentiary Breath [ ] 3) Driver Admission [ ] 4) Urine Test [ ] 5) Blood Test [ ] 6) Preliminary Breath Test

Test Results:

Driver Factors: [X] 1) Apparently Normal [ ] 2) Had Been Drinking [ ] 3) Drug Involvement [ ] 4) Apparently Fatigued / Asleep [ ] 5) Obstructed View [ ] 6) Driver Ill / Injured [ ] 7) Other Improper Driving [ ] 8) Driver Inattention / Distracted Code [ ] 9) Physical Impairment [ ] 10) Unknown

Vehicle Year: 2005 | Vehicle Make: Cadillac | Vehicle Model: Escalade | Vehicle Type: MPV

Plate / Permit No.: | State: [ ] 1) NV | Expiration Date: / / | Vehicle Color: Wht

Vehicle Identification Number: 1GYEK63N85R156553

Registered Owner Name: [X] 1) Same As Driver

Registered Owner Address:

Vehicle Factors: [ ] 1) Failed To Yield Right Of Way [ ] 2) Disregard Control Device [ ] 3) Too Fast For Conditions [ ] 4) Exceeding Speed Limit [ ] 5) Wrong Way / Direction [ ] 6) Mechanical Defects Code [ ] 7) Drove Left Of Center [ ] 8) Other [ ] 9) Failed To Maintain Lane [X] 10) Following Too Close [ ] 11) Unsafe Lane Change [ ] 12) Made Improper Turn [ ] 13) Over Correct/Steering [ ] 14) Other Improper Driving [ ] 15) Aggressive / Reckless / Careless [ ] 16) Driverless Vehicle [ ] 17) Unsafe Backing [ ] 18) Ran Off Road [ ] 19) Hit and Run [ ] 20) Road Defect [ ] 21) Object Avoidance [ ] 22) Unknown

Insurance Company Name: [X] 4) Insured Farmers

Policy Number: 6715769-02-63 | Effective: 9/05/06 | To: 3/06/07

Insurance Company Address or Phone Number: PO Box 29054 Phoenix AZ 85038

[X] 1) Vehicle Towed | Towed By: City Auto Tow

Removed To: Sol Dermody

1st Contact: [X] 1 [X] 2 [ ] 3 [ ] 4 [ ] 5 [X] 6 [ ] 7 [ ] 8 [ ] 1) Over Ride [ ] 2) Under Ride

Damaged Areas: [X] 1) Front [ ] 2) Right Side [ ] 3) Left Side [ ] 4) Rear [ ] 5) Right Front [ ] 6) Right Rear [ ] 7) Top [ ] 8) Under Carriage [ ] 9) Left Front [ ] 10) Left Rear [ ] 11) Unknown [ ] 12) Other

Traffic Control: Code 1) Speed Zone; Code 2) Signal Light; Code 3) Flashing Light; Code 4) School Zone; Code 5) Ped. Signal; Code 6) No Passing; Code 7) No Controls; Code 8) Warning Sign; Code 9) Turn Signal; Code 10) Other; Code 11) Stop Sign; Code 12) Yield Sign; Code 13) R. R. Sign; Code 14) R. R. Gate; Code 15) R. R. Signal (#); Code 16) Marked Lanes; Code 17) Tire Chains/Snow Req.; Code 18) Permissive Green; [ ] 19) Unknown

Distance Traveled After Impact | Speed Estimate: From / To / Limit

Extent Of Damage: [ ] 1) Minor [ ] 2) Moderate [X] 3) Major [ ] 4) Total [ ] 5) None [ ] 6) Unknown

Sequence Of Events

	Code #	Description	Collision With Fixed Object	Most Harmful Event
1st	297	Stow / Stopped Vehicle	[ ]	[X]
2nd	Code		[ ]	[ ]
3rd	Code		[ ]	[ ]
4th	Code		[ ]	[ ]
5th	Code		[ ]	[ ]

	Violation	NOC	Citation Number
[X] 4) NRS [ ] 2) CFR [ ] 3) CC / MC [ ] 4) Pending (1) 482.545	Fictitious Registration		WA 208372
[X] 1) NRS [ ] 2) CFR [ ] 3) CC / MC (2) 484.307	Failure to Clear (Accident)		WA 208372

Investigator(s)	ID Number	Date	Reviewed By	Date Reviewed	Page
J. Wood	251	10/22/06	[illegible]	10/30/06	3 of 8

Vehicle Information

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET
Revised 1/14/04

Event Number: | Accident Number:

Agency Name: WCPD - 11946

Vehicle #: 2 | # Occupants: 1 | ☐ 1) At Fault ☐ 2) Non Contact Vehicle

Direction of Travel: ☐ 1) North ☐ 3) East ☐ 5) Unknown ☐ 2) South ☒ 4) West

Highway / Street Name: SUN VALLEY BLVD

Travel Lane #: 1

Vehicle Action: ☐ 1) Straight ☒ 3) Left Turn ☐ 5) U-Turn ☐ 7) Wrong Way ☐ 9) Passing ☐ 11) Leaving Parked ☐ 13) Leaving Lane ☐ 15) Enter Parked (E) ☐ 17) Lane Change ☐ 19) Unknown ☐ 2) Backing ☐ 4) Right Turn ☐ 6) Parked ☐ 8) Stopped (E) ☐ 10) Backing ☐ 12) Entering Lane ☐ 14) Other Turning ☐ 16) Driverless Vehicle ☐ 18) Other

Driver: (Last Name, First Name, Middle Name, Suffix) KENNEDY, THOMAS WILLIAM

Transported By: ☒ 1) Not Transported ☐ 2) EMS ☐ 3) Police ☐ 4) Unknown ☐ 5) Other

Street Address: 5516 NIAGARA FALLS DR

Transported To:

City: SUN VALLEY | State / Country: ☒ 1) NV | Zip Code: 89433

Person Type: 1 | Seating Position: Code | Occupant Restraints: Code

☒ 1) Male ☐ 3) Unknown ☐ 2) Female | DOB: REDACTED | Phone Number: 673 2634

Injury Severity: Code | Injury Location: Code | Code | Code

OLN: 6630306474 | State: ☒ 4) NV | Class: CM | ☐ 1) CDL ☒ 2) DL | License Status: Code

Airbags: Code 2 | Airbag Switch: Code | Ejected: Code | Trapped: Code

Compliance: ☐ 1) Restrict ☐ 2) Endorse

Endorsements: Code | Code | Code

Restrictions: Code | Code | Code

Alcohol/Drug Involvement: ☒ 1) Not Involved ☐ 2) Suspected Impairment ☐ 3) Alcohol ☐ 4) Drugs ☐ 5) Unknown

Method of Determination (check up to 2): ☐ 1) Field Sobriety Test ☐ 2) Evidentiary Breath ☐ 3) Driver Admission ☐ 4) Urine Test ☐ 5) Blood Test ☐ 6) Preliminary Breath Test

Test Results:

Driver Factors: ☒ 1) Apparently Normal ☐ 2) Had Been Drinking ☐ 3) Drug Involvement ☐ 4) Apparently Fatigued / Asleep ☐ 5) Obstructed View ☐ 6) Driver Ill / Injured ☐ 7) Other Improper Driving ☐ 8) Driver Inattention / Distracted Code ☐ 9) Physical Impairment ☐ 10) Unknown

Vehicle Year: 2001 | Vehicle Make: GMC | Vehicle Model: SIERRA 2500 | Vehicle Type: P/U

Plate / Permit No.: 582 TNK | State: ☒ 4) NV | Expiration Date: 9/5/03 | Vehicle Color: GRY

Vehicle Identification Number: 1GTHK23651F150955

Registered Owner Name: ☒ 1) Same As Driver

Registered Owner Address: SAA

Vehicle Factors: ☐ 1) Failed To Yield Right Of Way ☐ 2) Disregard Control Device ☐ 3) Too Fast For Conditions ☐ 4) Exceeding Speed Limit ☐ 5) Wrong Way / Direction ☐ 6) Mechanical Defects Code ☐ 7) Drove Left Of Center ☐ 8) Failed To Maintain Lane ☐ 10) Following Too Close ☐ 11) Unsafe Lane Change ☐ 12) Made Improper Turn ☐ 13) Over Correct/Steering ☐ 14) Other Improper Driving ☐ 15) Aggressive / Reckless / Careless ☐ 16) Driverless Vehicle ☐ 17) Unsafe Backing ☐ 18) Ran Off Road ☐ 19) Hit and Run ☐ 20) Road Defect ☐ 21) Object Avoidance ☐ 22) Unknown ☒ 9) Other STOPPED

Insurance Company Name: ☒ 1) Insured PROGRESSIVE CASUALTY

Policy Number: 650402287 | Effective: 7/21/06 | To: 1/21/07

Insurance Company Address or Phone Number: 225-823-3000

☒ 1) Vehicle Towed | Towed By: DINNER

Removed To:

1st Contact: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☒ 9 ☐ 1) Over Ride ☐ 2) Under Ride

Damaged Areas: ☐ 1) Front ☐ 2) Right Side ☐ 3) Left Side ☒ 4) Rear ☐ 5) Right Front ☐ 6) Right Rear ☐ 7) Top ☐ 8) Under Carriage ☐ 9) Left Front ☐ 10) Left Rear ☐ 11) Unknown ☐ 12) Other

Traffic Control: Code 1) Speed Zone | Code 2) Signal Light | Code 3) Flashing Light | Code 4) School Zone | Code 5) Ped. Signal | Code 6) No Passing | Code 7) No Controls | Code 8) Warning Sign | Code 9) Turn Signal | Code 10) Other | Code 11) Stop Sign | Code 12) Yield Sign | Code 13) R. R. Sign | Code 14) R. R. Gates | Code 15) R. R. Signal (E) | Code 16) Marked Lanes | Code 17) Tire Chains/Snow Req. | Code 18) Permissive Green | ☐ 19) Unknown

Distance Traveled After Impact: 50' 2"

Speed Estimate: From 0 | To 5 | Limit 35

Extent Of Damage: ☐ 1) Minor ☒ 2) Moderate ☐ 3) Major ☐ 4) Total ☐ 5) None ☐ 6) Unknown

Sequence Of Events

	Code #	Description	Collision With Fixed Object	Most Harmful Event
1st	2207	SLOW STOPPED VEHICLE	☐	☒
2nd	2205	PARKED MOTOR VEHICLE	☒	☐
3rd	Code		☐	☐
4th	Code		☐	☐
5th	Code		☐	☐

☐ 1) NRS ☐ 2) CFR ☐ 3) CC / MC ☐ 4) Pending (1) | Violation | NOC | Citation Number

☐ 1) NRS ☐ 2) CFR ☐ 3) CC / MC (2) | Violation | NOC | Citation Number

Investigator(s)	ID Number	Date	Reviewed By	Date Reviewed	Page
J. Wood	2551	10/31/06	CHUSE	11/30/06	5 of 8

Vehicle Information

Event Number

STATE OF NEVADA
TRAFFIC ACCIDENT REPORT
VEHICLE INFORMATION SHEET
Revised 1/14/04

Accident Number

Agency Name: WS06-11846

Vehicle # 3 | # Occupants 0 | ☐ 1) At Fault ☐ 2) Non Contact Vehicle

Direction of Travel: ☒ 1) North ☐ 3) East ☐ 5) Unknown ☐ 2) South ☐ 4) West

Highway / Street Name: 3991 MIDDLE FORK

Travel Lane #:

Vehicle Action: ☐ 1) Straight ☐ 3) Left Turn ☐ 5) U-Turn ☐ 7) Wrong Way ☐ 9) Passing ☐ 11) Leaving Parked ☐ 13) Lapping Lane ☐ 15) Enter Parked (#) ☐ 17) Lane Change ☐ 19) Unknown ☐ 2) Backing ☐ 4) Right Turn ☒ 6) Parked ☐ 8) Stopped (*) ☐ 10) Racing ☐ 12) Entering Lane ☐ 14) Other Turning ☒ 16) Driverless Vehicle ☐ 18) Other

Driver: (Last Name, First Name, Middle Name, Suffix) Marchetti Robert J.

Transported By: ☐ 1) Not Transported ☐ 2) EMS ☐ 3) Police ☐ 4) Unknown ☒ 5) Other UNCLEMPIRE

Street Address: 5991 middle fork

Transported To:

City: Sun Valley | State / Country ☒ 1) NV | Zip Code: 89433

Person Type: 1 | Seating Position: Code | Occupant Restraints: Code

☒ 1) Male ☐ 3) Unknown ☐ 2) Female | DOB: REDACTED | Phone Number: 675-3287

Injury Severity: Code | Injury Location: Code | Code | Code

OLN: 4600536759 | State: ☒ 1) NV | Class: C | ☐ 1) CDL ☒ 2) DL | License Status: Code

Airbags: Code | Airbag Switch: Code | Ejected: Code | Trapped: Code

Compliance: ☐ 1) Restrict ☐ 2) Endorse

Endorsements: Code Code Code

Restrictions: Code Code Code

Alcohol/Drug Involvement: ☒ 1) Not Involved ☐ 2) Suspected Impairment ☐ 3) Alcohol ☐ 4) Drugs ☐ 5) Unknown

Method of Determination (check up to 2): ☐ 1) Field Sobriety Test ☐ 2) Evidentiary Breath ☐ 3) Driver Admission ☐ 4) Urine Test ☐ 5) Blood Test ☐ 6) Preliminary Breath Test

Test Results:

Driver Factors: ☐ 1) Apparently Normal ☐ 2) Had Been Drinking ☐ 3) Drug Involvement ☐ 4) Apparently Fatigued / Asleep ☐ 5) Obstructed View ☐ 6) Driver Ill / Injured ☐ 7) Other Improper Driving ☐ 8) Driver Inattention / Distracted Code ☐ 9) Physical Impairment ☒ 10) Unknown

Vehicle Year: 1996 | Vehicle Make: FORD | Vehicle Model: F150 | Vehicle Type: PU

Plate / Permit No.: 220 PWM | State: ☒ 1) NV | Expiration Date: 03/04/07 | Vehicle Color: BLK

Vehicle Identification Number: F25YR880605

Registered Owner Name: ☐ 1) Same As Driver MARCHETTI, ROBERT

Registered Owner Address: P.O. BOX 1421 GARDNERVILLE NV 89410

Vehicle Factors: ☐ 1) Failed To Yield Right Of Way ☐ 2) Disregard Control Device ☐ 3) Too Fast For Conditions ☐ 4) Exceeding Speed Limit ☐ 5) Wrong Way / Direction ☐ 6) Mechanical Defects Code ☐ 7) Drove Left Of Center ☐ 8) Other PARKED ☐ 9) Failed To Maintain Lane ☐ 10) Following Too Close ☐ 11) Unsafe Lane Change ☐ 12) Made Improper Turn ☐ 13) Over Correct/Steering ☐ 14) Other Improper Driving ☐ 15) Aggressive / Reckless / Careless ☐ 16) Driverless Vehicle ☐ 17) Unsafe Backing ☐ 18) Ran Off Road ☐ 19) Hit and Run ☐ 20) Road Defect ☐ 21) Object Avoidance ☐ 22) Unknown

Insurance Company Name: ☐ 1) Insured FARMERS

Policy Number: 67 15062 18 89 | Effective: 9/6/06 | To: 3/6/07

Insurance Company Address or Phone Number: (775) 356-3900

☐ 1) Vehicle Towed | Towed By:

Removed To:

1st Contact: ☐ 2 ☐ 3 ☐ 4 ☒ 1 ☐ 5 ☐ 8 ☐ 7 ☐ 6 ☐ 1) Over Ride ☐ 2) Under Ride

Damaged Areas: ☒ 1) Front ☐ 2) Right Side ☐ 3) Left Side ☐ 4) Rear ☐ 5) Right Front ☐ 6) Right Rear ☐ 7) Top ☐ 8) Under Carriage ☐ 9) Left Front ☐ 10) Left Rear ☐ 11) Unknown ☐ 12) Other

Traffic Control: Code 1) Speed Zone; Code 2) Signal Light; Code 3) Flashing Light; Code 4) School Zone; Code 5) Ped. Signal; Code 6) No Passing; Code 7) No Controls; Code 8) Warning Sign; Code 9) Turn Signal; Code 10) Other; Code 11) Stop Sign; Code 12) Yield Sign; Code 13) R. R. Sign; Code 14) R. R. Gates; Code 15) R. R. Signal (#); Code 16) Marked Lanes; Code 17) Tire Chains/Snow Req.; Code 18) Permissive Green; ☐ 19) Unknown

Distance Traveled After Impact: 54'

Speed Estimate: From 0 | To 0 | Limit 0

Extent Of Damage: ☐ 1) Minor ☐ 2) Moderate ☐ 3) Major ☐ 4) Total ☐ 5) None ☐ 6) Unknown

Sequence Of Events

	Code #	Description	Collision With Fixed Object	Most Harmful Event
1st	243	PARKED MOTOR VEHICLE	☐	☒
2nd	Code		☐	☐
3rd	Code		☐	☐
4th	Code		☐	☐
5th	Code		☐	☐

☐ 1) NRS ☐ 2) CFR ☐ 3) CC / MC ☐ 4) Pending (1) | Violation | NOC | Citation Number

☐ 1) NRS ☐ 2) CFR ☐ 3) CC / MC (2) | Violation | NOC | Citation Number

Investigator(s)	ID Number	Date	Reviewed By	Date Reviewed	Page
J. Wood	285	10/02/06	[illegible]	10/30/06	7 of 8

Vehicle Information

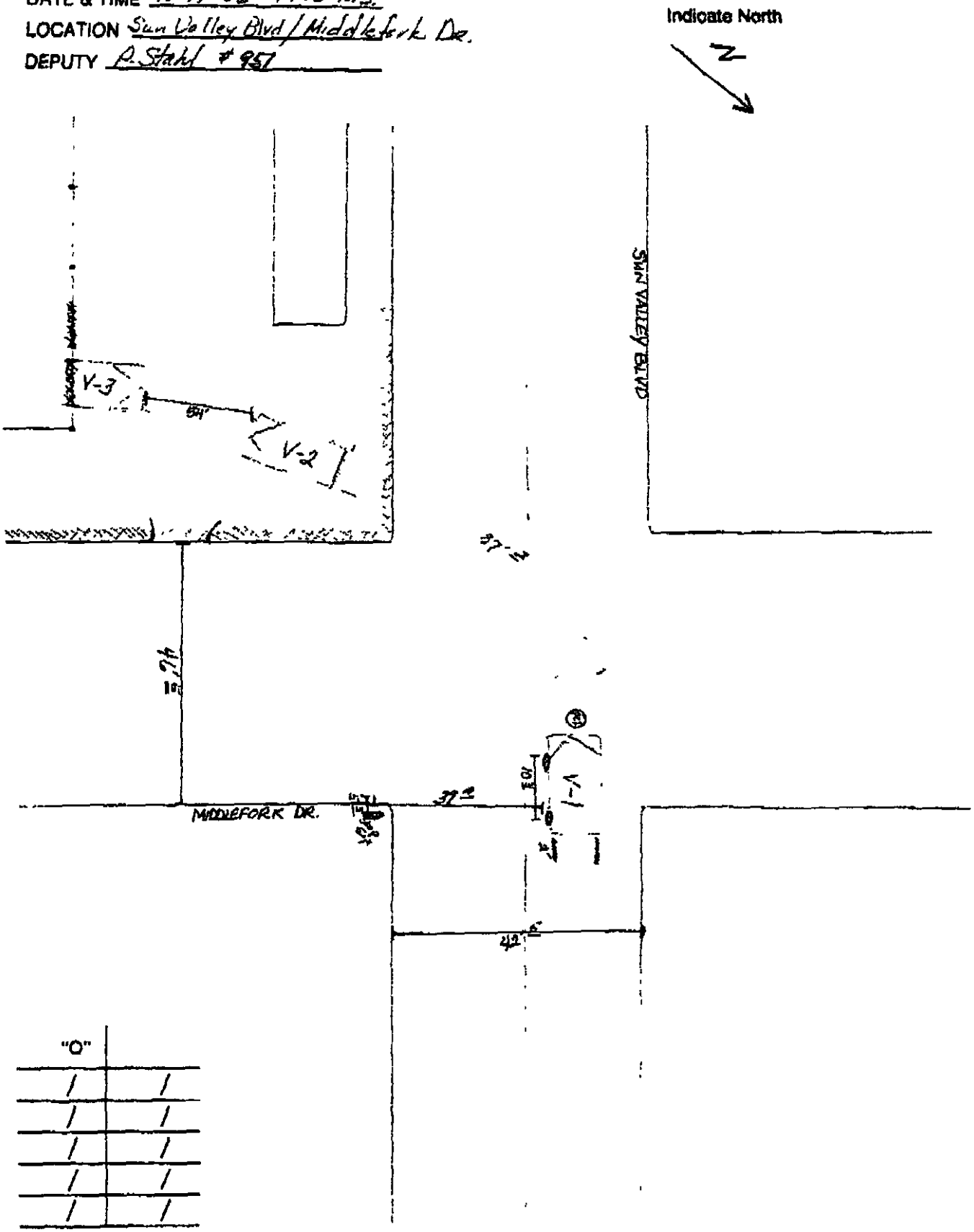
WASHOE COUNTY SHERIFF'S OFFICE

CASE NO. 06-11946

DATE & TIME 10-19-06 1705 hrs.

LOCATION Sun Valley Blvd / Middlefork Dr.

DEPUTY A. Stahl # 957



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SIMPLE INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT

s) JOSEPHINE G GOMEZ
TIA L GOMEZ
3625 RIO POCO ST
ENO County WASHOE
NV Zip 89502
one ( ) - - Res Phone (775-825-5436

CREDITOR RENO TOY/MAZDA USED
Address 690 SUNSHINE LANE
City RENO County WASHOE
State NV Zip 89502
Phone (775-333-1033

No Salesman PABLO LOPEZ Date 09/05/2006

CTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT

ANNUAL PERCENTAGE RATE	The cost of your credit as a yearly rate	7.25 %
FINANCE CHARGE	The dollar amount the credit will cost you	$ 9321.00
AMOUNT FINANCED	The amount of credit provided to you or on your behalf	$ 38880.12
TOTAL OF PAYMENTS	The amount you will have paid after you have made all payments as scheduled	$ 48201.12
TOTAL SALES PRICE	The total cost of your purchase on credit, including your down payment of $ 10537.50	$ 58738.62

Your Payment Schedule will be **(e) means an estimate**

Number of Payments	Amount of Payments	When Payments Are Due
71	669.46	MONTHLY BEGINNING: 10/20/2006
01	669.46	DUE ON: 09/20/2012
	NA	

INSURANCE. Credit life insurance, credit disability insurance and debt cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost

Type	Premium	Term	Signature(s)
Credit life	$ NA	NA	I want credit life insurance X SIGNATURE(S)
Joint credit life	$ NA	NA	We want joint credit life insurance X SIGNATURE(S)
Credit disability	$ NA	NA	I want credit disability insurance X SIGNATURE(S)
Credit life and disability	$ NA	NA	I want credit life and disability insurance X SIGNATURE(S)
Joint credit life and disability	$ NA	NA	We want joint credit life and single disability insurance X SIGNATURE(S)
Debt cancellation coverage (GAP coverage)	$ NA	NA	I want debt cancellation coverage (GAP/Coverage) X SIGNATURE(S)

You may obtain property insurance from anyone you want that is acceptable to the Creditor above If you get the insurance from the Creditor you will pay $ NA and the term of the insurance will be NA

SECURITY You are giving a security interest in the goods or property being purchased

☐ Other (Check if applicable)

Filing fee $ NA Nonfiling insurance $ NA

LATE CHARGE If a payment is more than 10 days late, you will be charged $15 or 8 percent of the payment, whichever is less
PREPAYMENT If you pay off early, you will not have to pay a penalty

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

This contract is made the 5 (day) of September (month), of 2006 (year), between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral")

New or Used U Year and Make 2005 CADDILLAC

Series ESCALADE Body Style SPORT UTILIT No Cyl 8

If truck, ton capacity

Manufacturer's Serial Number 1GYEK63N85R156553

Use for which purchased ☐ Personal ☐ Business ☐ Agriculture

INCLUDING

☐ Sun/Moon Roof ☐ Air Conditioning ☐ Automatic Transmission
☐ Power Steering ☐ Power Door Locks ☐ Power Seats
☐ Power Windows ☐ Tilt Wheel ☐ Vinyl Top
☐ Cassette ☐ Cruise Control ☐ AM/FM Stereo
☐ Compact Disc Player

SECTION C: ITEMIZATION OF AMOUNT FINANCED

1 Vehicle Selling Price	$ 43200.00	
Plus Documentary Fees	$ 249.50	
Plus Emission Inspection Fee	$ 24.95	
Plus Other (VTR)	$ 199.00	
Plus Other ( )	$ NA	
Taxable Selling Price		$ 43673.45
2 Total Sales Tax		$ 3220.92
3 Amounts Paid to Public Officials		
a Titling Fee	$ NA	
b Registration Fee	$ NA	
c Other (LICENSE FEE)	$ 28.25	
TOTAL OFFICIAL FEES (Add 3a through 3c)		$ 28.25
4 Plus Other Charges		
a Extended Service Contract*	$ 2495.00	
b Driveaway Permit	$ NA	
c Other ( )	$ NA	
d Other ( )	$ NA	
Total OTHER CHARGES (Add 4a through 4d)		$ 2495.00
5 Total Cash Sales Price (Add 1 through 4)		$ 49417.62
6 Gross Trade-In Allowance	$ 10000.00	

(REVERSE SIDE OF CONTRACT)

(Simple Interest)

(CONT'D) ADDITIONAL TERMS AND CONDITIONS

Simple Interest Contract This is a simple interest contract The Finance Charge, Total of Payments and Payment Schedule set forth in the disclosures on the rev side may differ The final payment may differ depending upon the dates payments are received and events which occur after this contract is made For example, e payments will have the effect of reducing your final payment, while late payments will cause your final payment to be higher Your promise requires you to pay the payment on the date due, which payment will be equal to all unpaid sums due under this contract, even if the amount of the final payment differs from the amour final payment disclosed on the reverse side hereof

Default If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making of any payment later th 30 days of when due, or become insolvent, or file any proceeding under U S Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sum and (3) take immediate possession of the vehicle Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will se it at public or private sale We may purchase the vehicle at any sale The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing an selling the property, and the remainder will be applied to the unpaid sums owing under this contract Attorney's fees and court costs are allowed too If there is an money left over (surplus) it will be paid to you If a balance still remains owing, you promise to pay that balance upon demand If you default or breach this agreement you agree to pay finance charges at the Annual Percentage Rate shown on the reverse side until all sums owing us are paid in full Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement If suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense and if you do not claim property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you

Delinquency and Collection Charges You will pay a delinquency charge equal to the lesser of $15 or 8 percent of any installment in default for more than 10 days If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law

Demand for Full Payment and Additional Remedies on Default If you default under this contract, at the time of the default or any time after default (if the default hasn't been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us If there is any money left over (surplus) it will be paid to you On any default, we will have all the remedies of a secured party under the Uniform Commercial Code If the cash price on the reverse hereof is $1,000 or less, you will not be personally liable for any deficiency incurred in a sale after repossession

Ownership of the Collateral You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract

Location and Use of Collateral You agree to notify us in writing of any change of your address or of any change in the location of the Collateral Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section entitled "Address Where Collateral Will Be Located" and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means You will comply with all laws, ordinances, regulations and orders relating to the Collateral You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract

Inspection of the Collateral We may inspect the Collateral at any reasonable time

Taxes You are responsible for and will pay when due all taxes and assessments levied on the Collateral If you fail to do so, we may pay any such tax or assessment on your behalf An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate

Property Insurance You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown Whether the insurance is provided by you or by us, you will pay all premiums for this insurance when the premiums are due and payable If you provide property insurance, you will deliver the policies to us as additional security and will provide us with receipts showing payment of premiums If you do not obtain the insurance or pay the premiums, we may do so for you If we do this, an amount equal to that which we have paid for the premiums will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount If we do not obtain the insurance, none of our other rights and remedies will be prejudiced You agree that any proceeds from insurance are to be used to either repair or replace the vehicle Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of this contract

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information to Insurance Company or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company

Credit Life Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage) If you indicated in Section B that you want optional credit life insurance, credit disability insurance or debt cancellation coverage (GAP coverage), or any combination thereof, you agree to pay for such insurance at the premium shown in Section B

NO WARRANTIES THE SELLER MAKES NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE COLLATERAL OR WHETHER THE COLLATERAL IS SUITABLE OR FIT FOR THE PARTICULAR PURPOSE INTENDED UNLESS THE SELLER HAS DONE SO IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE SELLER AS THE ORIGINAL SELLER OF THE COLLATERAL HOWEVER, IF THE SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, THE SELLER ENTERS INTO A SERVICE CONTRACT WITH THE BUYER THAT APPLIES TO THE COLLATERAL, THE EXCLUSION OF IMPLIED WARRANTIES SET FORTH IN THIS PARAGRAPH DOES NOT EXCLUDE ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO THE COLLATERAL DURING THE TERM OF THE CONTRACT OR AGREEMENT IN WHICH THE EXPRESS WARRANTY IS MADE.

Notices Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled "Your Address After Receipt of Possession of Collateral" at least 5 days before the event with respect to which notice is required

Time Is of the Essence You understand that all payments that are required must be made on the day due

Exercising Our Rights We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, or waive a right we have to one Buyer without waiving it as to the other(s)

Meaning of Words In this contract the words "you" and "your" means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns The words "we," "us" and "ours" means the Creditor shown on the reverse in Section A and, if this contract is assigned, its successors and assigns and any other holder of this contract

Governing Law This contract has been delivered in the state of Creditor's place of business and will be governed by the laws of that State and applicable federal law

Invalidity Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid

Notice of Recission Rights The provisions of this paragraph only apply if you have signed the notice of rescission rights on the face of the contract (1) You agree to furnish the Seller any documentation necessary to verify information contained in your credit application (2) You acknowledge that it may take a few days for the Seller to verify your credit and assign the contract In consideration of the Seller agreeing to deliver the vehicle, you agree that if the Seller is unable to assign the contract to a financial institution with whom the Seller regularly does business pursuant to terms of assignment acceptable to the Seller, the Seller may elect to rescind the contract (3) If the Seller elects to rescind the contract, the Seller shall, within 15 days after the date of the contract, give you notice of the rescission Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you Upon receipt of such notice, you shall immediately return the vehicle to the Seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded The Seller agrees, upon rescission of the contract, to restore to you all consideration received in connection with the contract, including any trade-in vehicle (4) If the vehicle is not immediately returned to the Seller after giving notice of the Seller's election to rescind the contract, you are liable to the Seller for all expenses incurred by the Seller in obtaining possession of the vehicle, including attorney's fees, and the Seller has the right to repossess the vehicle as permitted by law (5) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and all risk of loss or damage to the vehicle must be assumed by you You shall immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the Seller

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Description of the vehicle on the reverse side,

WHITE Color _____ Tires _____ Lic No

You, severally and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract

Address where Collateral will be located

Street 3625 RIO POCO ST City RENO

County WASHOE State NV

Your address after receipt of possession of Collateral

Street 3625 RIO POCO ST City RENO

County WASHOE State NV

NOTICE OF RESCISSION RIGHTS

If the Buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract

Buyer's Signature X _____

Co-Buyer's Signature X _____

0000 2003 MAZDA 6S
YEAR MAKE MODEL

Minus Payoff Balance $ NA

Net Trade-In Allowance $ 10000.00

7 Down Payment (Other Than Net Trade-In Allowance)

a Trade-In Sales Tax Credit $ 537.50

b Cash $ NA

c Manufacturer's Rebate $ NA

d Other (_____) $ NA

Down Payment (Add 7a through 7d) $ 537.50

8 TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7) $ 10537.50

9 UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5) $ 38880.12

10 *Plus Optional Insurance Charges*

a Credit Life Insurance Premium
Paid to (_____) Term (NA) $ NA

b Credit Disability Insurance Premium
Paid to (_____) Term (NA) $ NA

c Debt Cancellation Coverage (GAP Coverage)
Paid to (_____) Term (_____) $ NA

d Other Insurance
Paid to (_____) Term (_____) $ NA

11 Other Amounts Financed

a _____
Paid to (_____) $ NA

b _____
Paid to (_____) $ NA

12 TOTAL AMOUNT FINANCED (Add 9, 10 and 11) $ 38880.12

*Seller may retain or receive a portion of this amount

STATE DISCLOSURE REQUIREMENTS The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements

Additional Terms and Conditions The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference

OPTION _____ You pay no Finance Charge if the Total Amount Financed, Item No 12, Section C, is paid in full on or before the _____ (day) of _____ (month) of _____ (year)

SELLER'S INITIALS _____

SECTION E: NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE

The text of the preceding two paragraphs is set forth below in Spanish

Usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHICULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE

Buyer X _____ Date 09/05/06 Co-Buyer X _____ Date 09/05/06

Dealer RENO TOY/MAZDA USED Date 09/05/06 By X _____ Title _____

If you are buying a used vehicle with this contract, as indicated in the description federal regulation may require a special buyer's guide to be displayed on the window

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Assignment For value received, Seller sells, assigns, and transfers to _____ (Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract contained herein, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows (a) the contract is genuine and the statements and amounts inserted herein are correct, (b) the contract and security interest arose entirely from the sale of the Collateral or services described in the contract or both, (c) the down payment, if any be shown on the face hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer, (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller, (e) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer, (f) the security interest granted to Seller in the contract constitutes a valid first lien on the Collateral and has been filed or recorded according to law to preserve the priority of each lien, (g) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract, (h) the full amount of the stated Total of Payments remains unpaid, (i) Seller is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same, (j) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation, (k) Buyer was furnished a completed copy of the contract prior to consummation, (l) the Collateral is insured with a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee, (m) Seller has not knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement, (n) the facts set forth in the contract are true, (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract, (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is liable thereon, and (q) Seller has no reason to believe the Buyer has ever violated any laws concerning liquor or narcotics

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to the unpaid balance of the contract plus accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal or otherwise Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty In the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above The provisions of this assignment shall be binding on the heirs, representatives successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller

1 RECOURSE Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship

Seller _____ By _____

Title _____ Date _____

2 REPURCHASE In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repossess and repurchase the Collateral or, if the Collateral has already been repossessed, Seller will repurchase the Collateral at the place of repossession or recovery The Collateral will be repurchased in any event AS IS, at a price equal to the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the default, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may reassign to Seller without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral

Seller _____ By _____

Title _____ Date _____

3 LIMITED ENDORSEMENT. In the event of default of Buyer before Buyer shall have paid the first _____ installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available

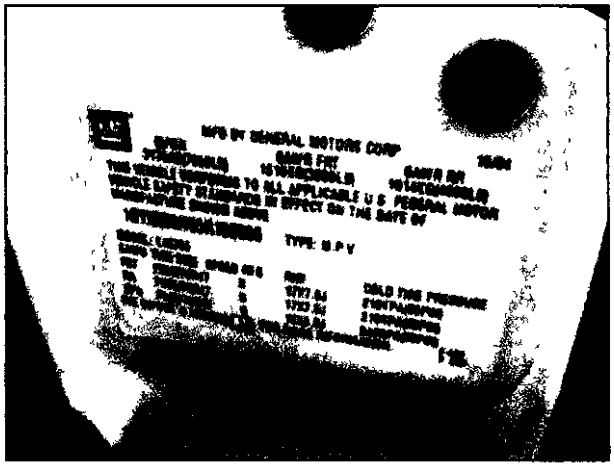
Seller _____ By _____

Title _____ Date _____

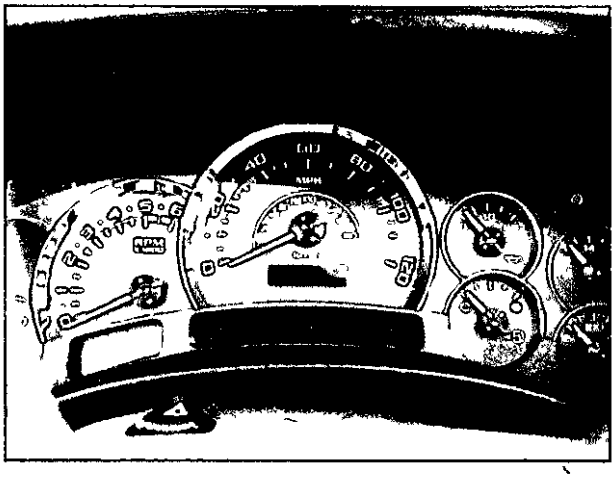
4 WITHOUT RECOURSE This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above

Seller _____ By _____

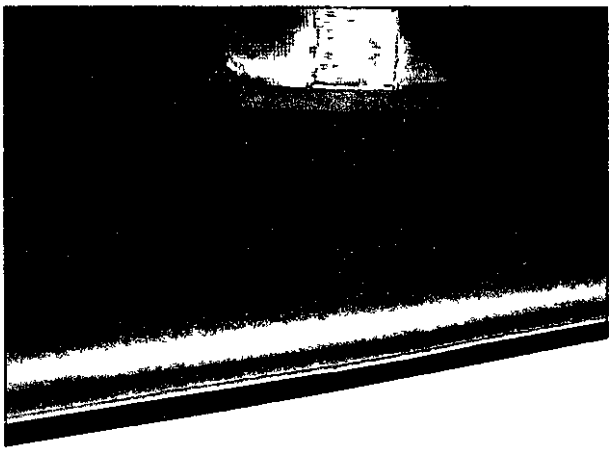
Title _____ Date _____



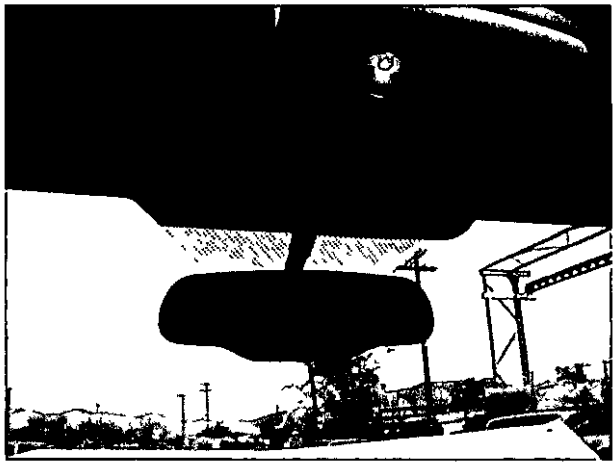
vin tag



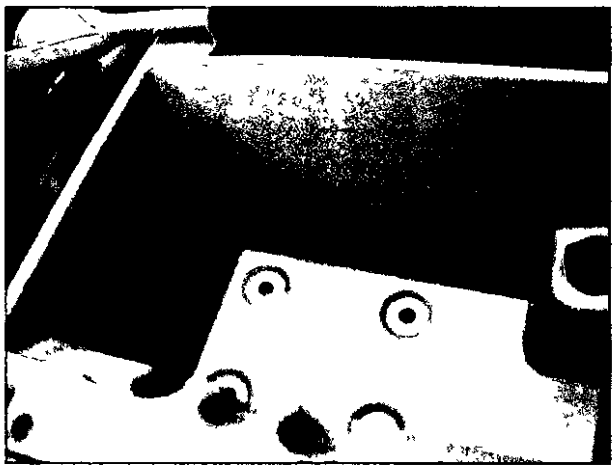
no key was with vehicle, no oil sticker, need accurate milage



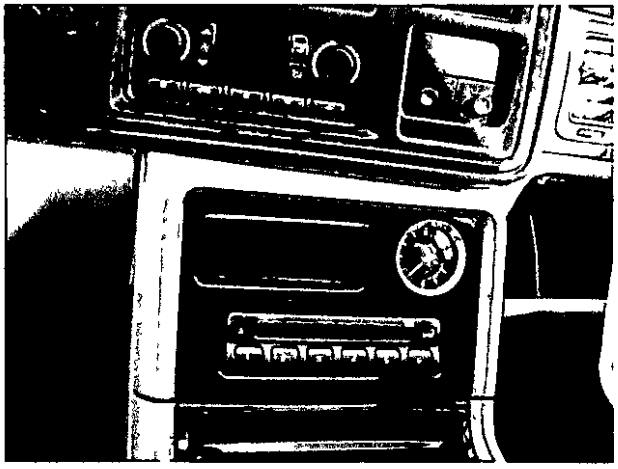
sunroof, headliner



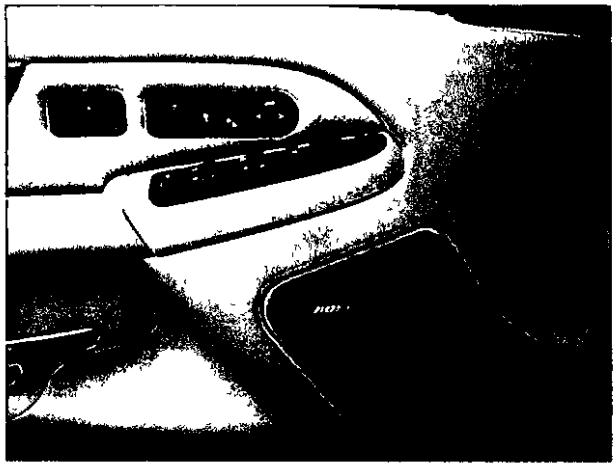
onstar and overhead controls



console



dashboard



trim panel, BOSE stereo

seat conditions

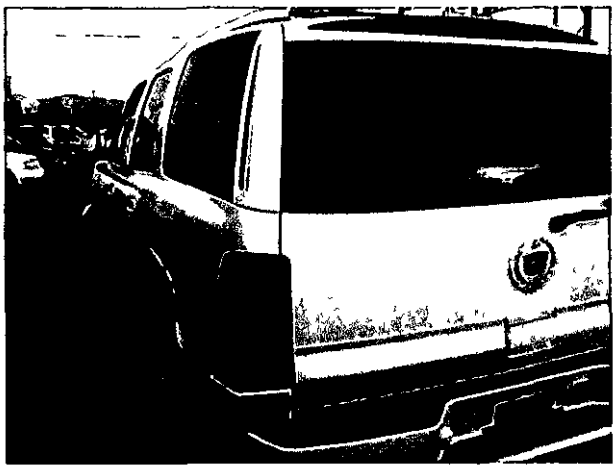
carpet condition

driver's air bag deployed

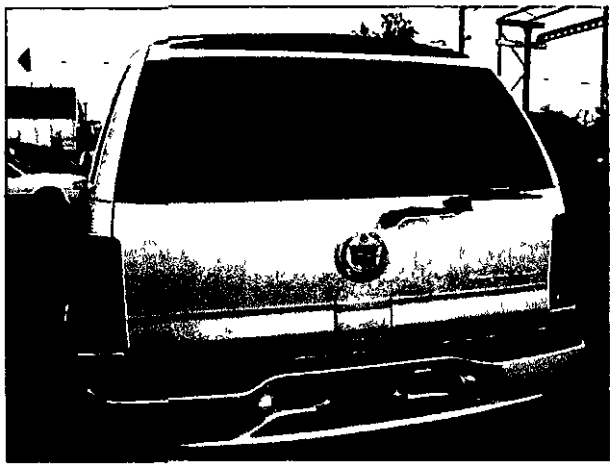
passenger airbag deployed

rear carpets

left front view



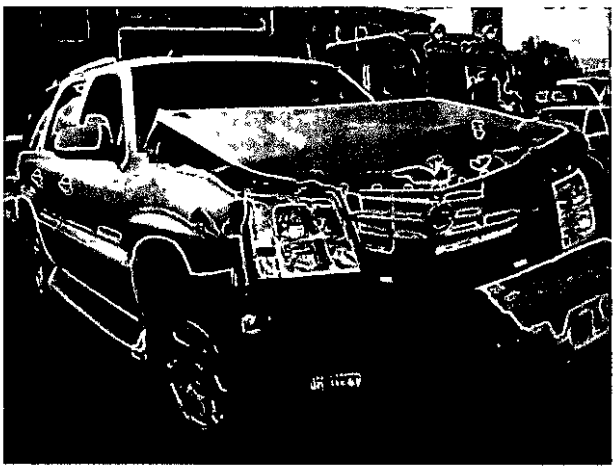
left rear view



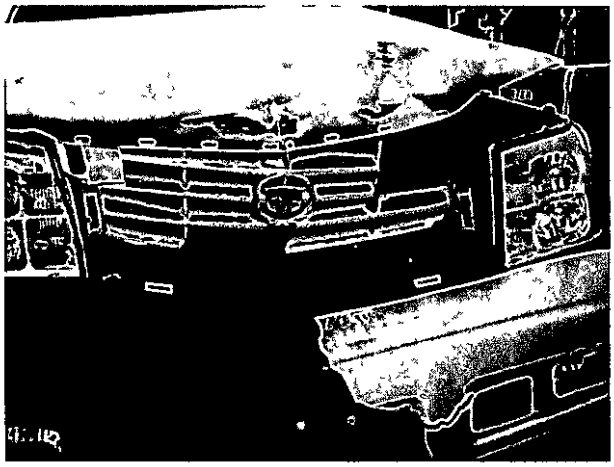
rear view

roof

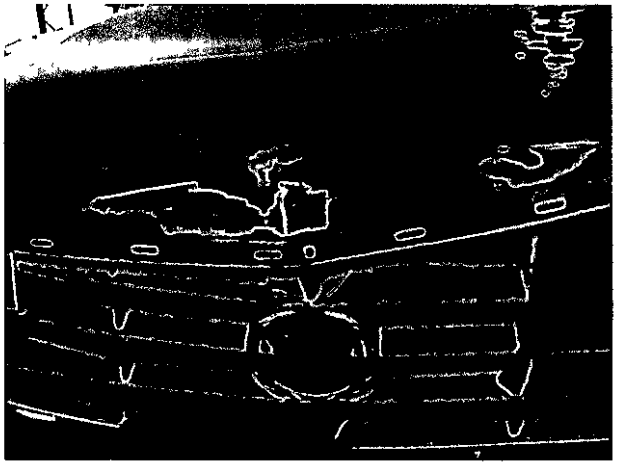
rt rear view



rt front view



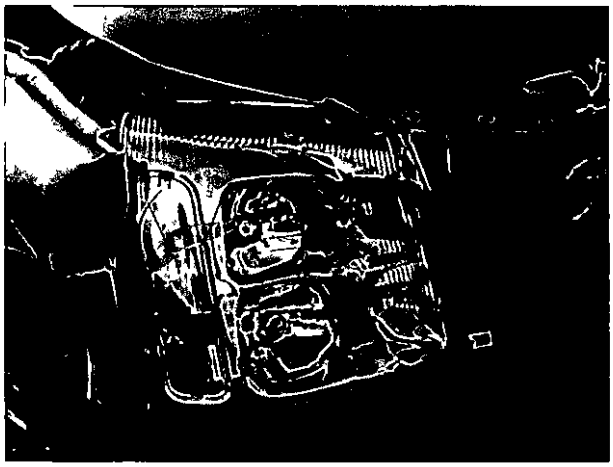
point of impact



dmg to hood and grille

dmg to left lamp

no dmg to left fender or inner structure



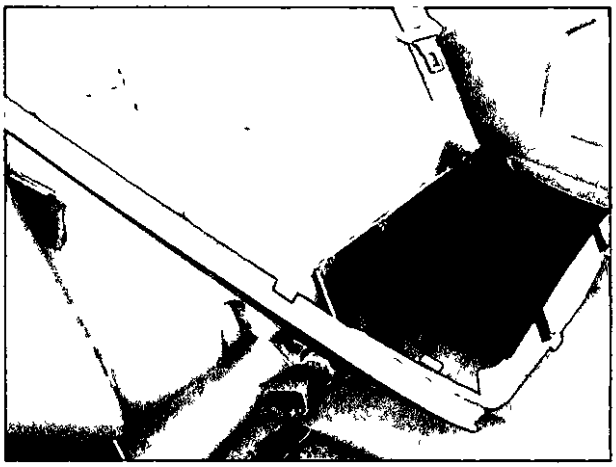
dmg to rt lamp

dmg to rt fender and inner structure

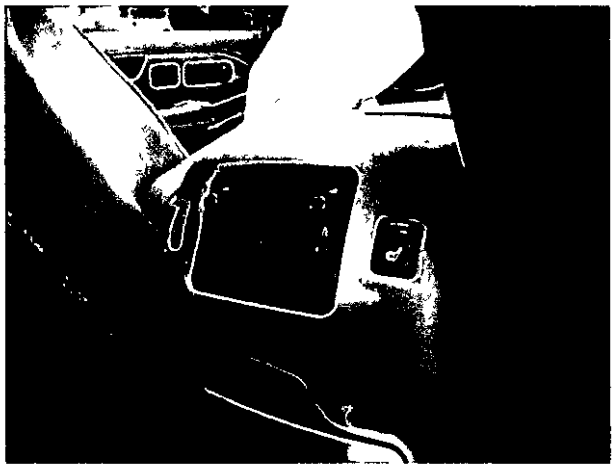
rt fender liner

rt fender is pushed back to rt front door

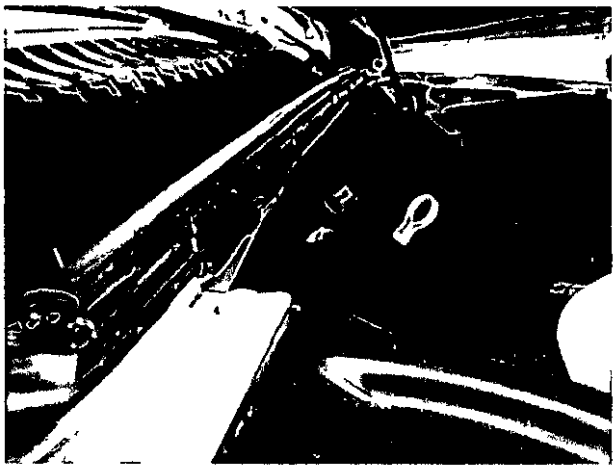
bumper was thrown inside of vehicle by tow yard and made a mess of the interior



old parts thrown inside of vehicle



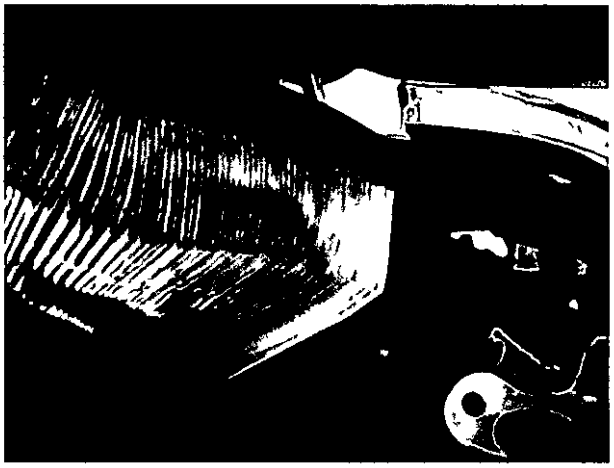
dash



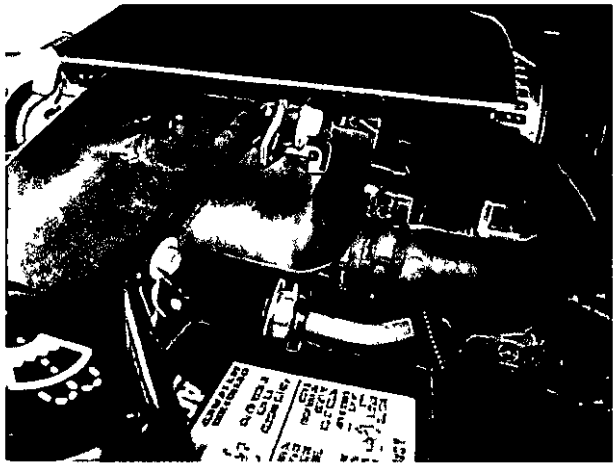
view of cowl

view of how far back hood pushed after impact

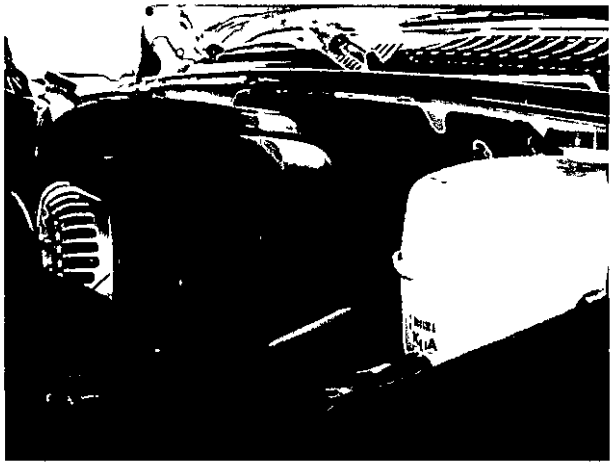
dmg inside of engine



airfilter dmg



view of engine under hood which is stuck down

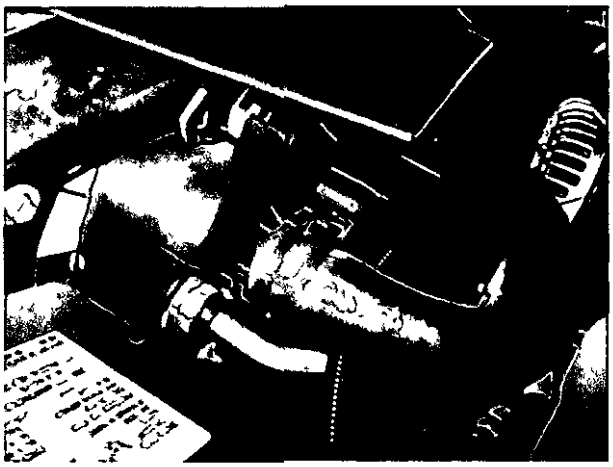


view of engine under hood

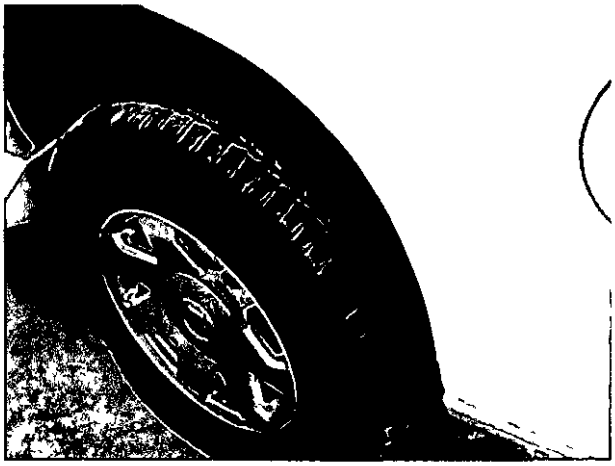
view of engine

view under hood, batter is pushed over

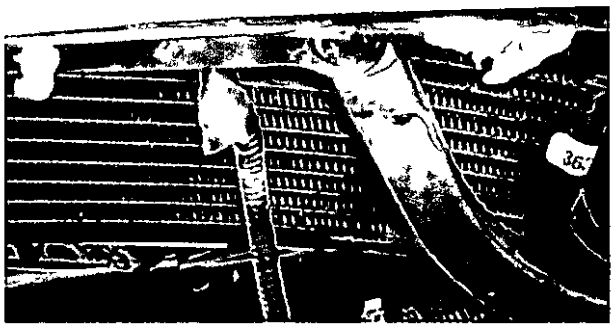
cannot tell if firewall is penetrated



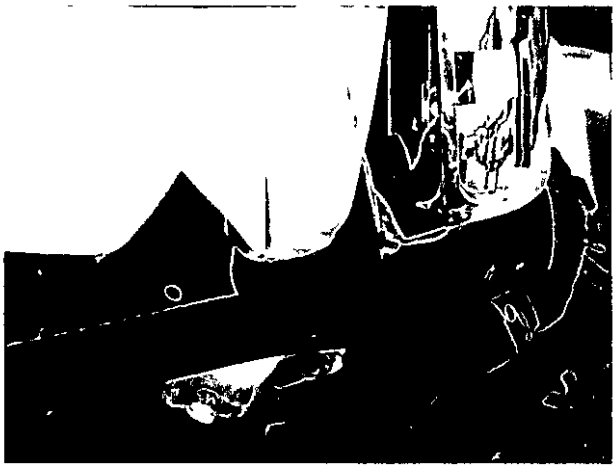
view of engine



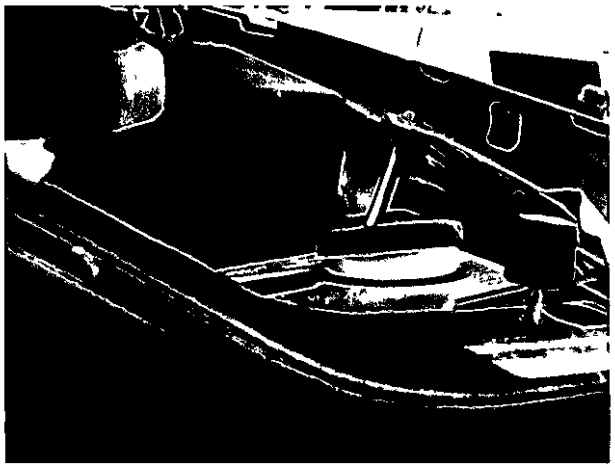
left rear tire has no air and there is an unknown reason for this as tow yard said it had been inflated



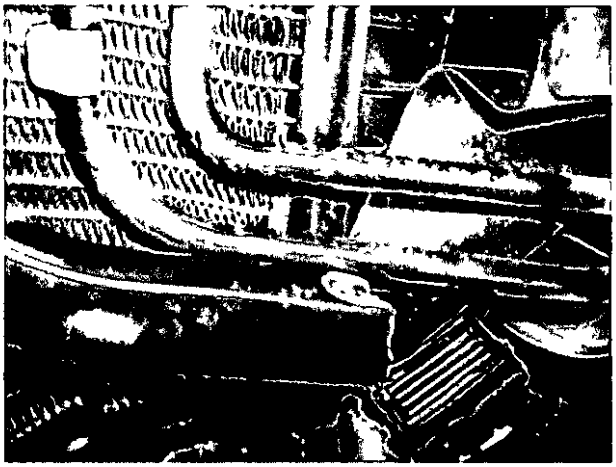
view of core support dmg



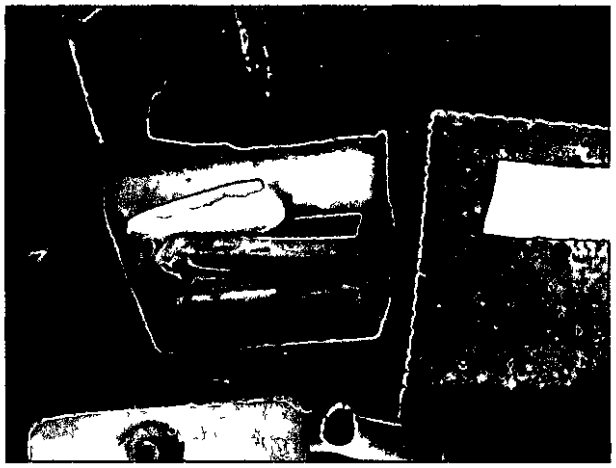
rt side of lamp



view under hood

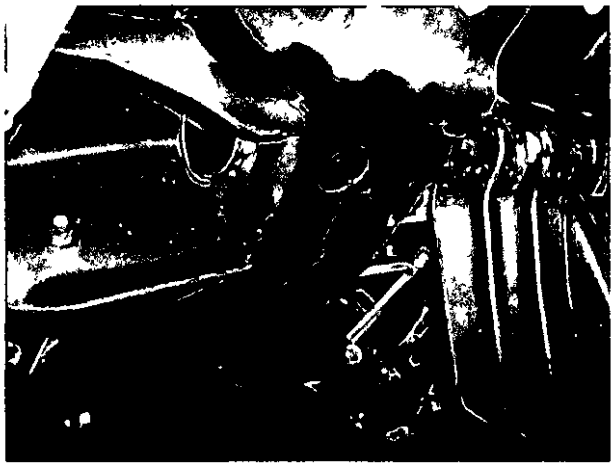


core support dmg



core support dmg

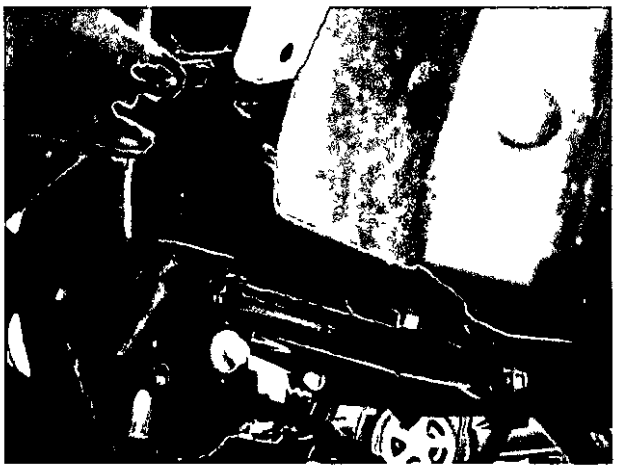
core support dmg



view under hood shows that frame rails are intact

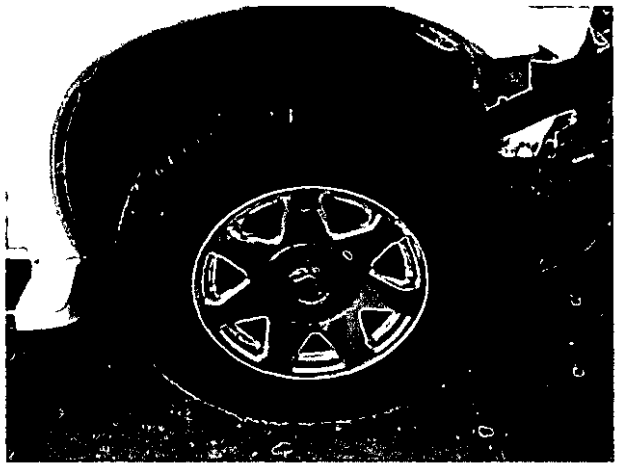
frame dmg appears minor

view under vehicle



view under bumper

xshield is broken



rt front fender/wheel

tire tread