B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT District of Delaware

PROOF OF CLAIM

Name of Debtor: Coach Am Group Holdings Corp.

Case Number: 12-100100(KG)

2012 MAR 19 AM 10: 53
CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property): Barbara and William Selvage

COURT USE ONLY

Name and address where notices should be sent: Mark Rosasco,Esq,200 Westgate Circle,Suite 500,Annapolis,Maryland 21401

Telephone number: (410) 260-6595 email: mrosasco22@hwlaw.com

☐ Check this box if 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):

Telephone number: email:

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MAR 22 2012
BMC GROUP

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

1. Amount of Claim as of Date Case Filed: $ 2,000,000.00

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: personal injury
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: ____

3a. Debtor may have scheduled account as: ____
(See instruction #3a)

3b. Uniform Claim Identifier (optional): ____
(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: $____

Annual Interest Rate____% ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$____

Basis for perfection: ____

Amount of Secured Claim: $____

Amount Unsecured: $____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

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

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, 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 $2,600* 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).

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

Amount entitled to priority:
$____

Coach America
00957

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

BMC

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "**redacted**".)*

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Mark Rosasco
Title: Attorney
Company: Hyatt and Weber,P.A.
Address and telephone number (if different from notice address above):

(Signature) 3/19/12 (Date)

Telephone number: email:

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.

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, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

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. 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 delivering 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 an interested party objects to the 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.

3a. Debtor May Have Scheduled Account As:
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.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) 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.

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 redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing 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. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. 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. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

BARBARA JUNE SELVAGE **510 Brazoria Trail** **San Marcos, TX 78666**	*	**IN THE** **CIRCUIT COURT**
William R. Selvage **510 Brazoria Trail** **San Marcos, TX 78666**	*	**FOR** **QUEEN ANNE'S COUNTY**
Plaintiffs	*	**CASE NO:** C-11-16731
v.	*	
JAMES RANDALL JONES **1048 Dumbarton Rd.** **Glen Burnie, MD 21060**	*	
DILLON'S BUS SERVICE, INC **7479 New Ridge Road** **Hanover, MD 21076** **Serve On:** **CSC-Lawyers Incorporating Service Company** **7 St. Paul Street, Suite 1660** **Baltimore, MD 21202**	*	
Defendants	*	

RECEIVED
DEC 30 2011
By_____

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CLERK, CIRCUIT COURT
2011 DEC 29 PM 12: 17
QUEEN ANNE'S COUNTY

* * * * * * * * * * * * *

COMPLAINT

Plaintiffs, Barbara June and William Selvage, by and through their attorneys, Mark Rosasco and Hyatt & Weber, P.A., sue Defendants James Jones (hereinafter "Jones") and Dillon's Bus Service (hereinafter "Dillon's") and state:

1. Plaintiffs are residents of Queens Anne's County, Maryland.
2. Defendant Jones is a resident of Anne Arundel County, Maryland.
3. Defendant Dillon's, owner of vehicle, is a Maryland Corporation engaging in business in Baltimore City, Maryland.

LAW OFFICES
HYATT & WEBER, P.A.
SEVERN BANK BUILDING
200 WESTGATE CIR., #500
ANNAPOLIS, MD 21401

(410) 266-0626
FAX - (410) 841-5065

4. On November 12, 2009 Plaintiff, Barbara Selvage, was lawfully and carefully operating her motor vehicle with her husband, William Selvage, as a passenger in a parking lot on Piney Narrows Road in Queen Anne's County, Maryland.

5. Defendant Jones was operating a vehicle as agent, servant and employee of Defendant Dillon's Bus Service on November 12, 2009 in a parking lot exit on Piney Narrows Road in Queen Anne's County, Maryland.

COUNT I

6. Plaintiff, Barbara Selvage, adopts by reference the allegations contained in paragraphs 1 through 5 of this Complaint with the same effect as if herein fully set forth.

7. At all times relevant hereto, Defendant Jones was operating the vehicle as an agent, servant and employee of Defendant Dillon's Bus Service, the owners of the vehicle.

8. Defendant Jones operated his vehicle in a negligent and careless manner in that:

a. he operated his vehicle in an unreasonable and dangerous manner failing to yield the right-of-way to the Plaintiff's vehicle;

b. he failed to reduce speed in time to avoid a collision;

c. he failed to maintain proper and adequate control of his motor vehicle;

d. he failed to keep a proper lookout for other vehicles lawfully upon the roadway as to his perspective course of travel;

e. he failed to steer his motor vehicle in a manner and in time to avoid a collision;

f. he failed to observe due care and precaution for the safety of other vehicles and their occupants;

g. he operated, managed and controlled his motor vehicle in a careless and dangerous manner under the circumstances then and there existing;

h. he operated, managed and controlled his motor vehicle in a careless and dangerous manner when approaching the Plaintiff's vehicle causing his vehicle to strike the rear of the Plaintiff's vehicle;

i. and in other respects said Defendant was negligent.

9. Defendant Jones' negligence caused the vehicles operated by the parties to collide.

10. Defendant Jones owed Barbara Selvage a duty of care to operate his vehicle in a proper fashion, and breached this duty of care by failing to operate his vehicle in a safe and proper manner.

11. Defendant Jones' negligence proximately caused Barbara Selvage to suffer serious injuries about her left side, shoulder, neck, back, upper extremities and to suffer great mental anguish, loss of work and wages and permanent injury.

12. That as a further result of the negligence of Defendant Jones, Plaintiff Barbara Selvage was caused to incur indebtedness to doctors, x-ray technicians and other medical specialists, for treatment of her injuries.

13. That all of the foregoing injuries, damages and losses were the result of the carelessness, recklessness and negligence of Defendant Jones as agent, servant and employee of Dillon's Bus Service and were not, in any way, attributable to the Plaintiff, Barbara Selvage, who was at all time exercising due care, and was not in any way negligent or contributorily negligent either directly or indirectly.

WHEREFORE, Plaintiff Barbara June Selvage brings this suit against the Defendants, James Randall Jones and Dillon's Bus Service and demands Two Million Dollars ($2,000,000.00) in compensatory damages plus costs.

COUNT II

14. Plaintiff, William Selvage, a passenger in Barbara Selvage's vehicle, adopts by reference the allegations contained in paragraphs 1 through 5 of this Complaint with the same effect as if herein fully set forth.

15. At all times relevant hereto Defendant Jones was operating the vehicle as an agent, servant and employee of Defendant Dillon's Bus Service.

16. Defendant Jones operated his vehicle in a negligent and careless manner in that:

a. he operated his vehicle in an unreasonable and dangerous manner failing to yield the right-of-way to the Plaintiff's vehicle;

b. he failed to reduce speed in time to avoid a collision;

c. he failed to maintain proper and adequate control of his motor vehicle;

d. he failed to keep a proper lookout for other vehicles lawfully upon the roadway as to his perspective course of travel;

e. he failed to steer his motor vehicle in a manner and in time to avoid a collision;

f. he failed to observe due care and precaution for the safety of other vehicles and their occupants;

g. he operated, managed and controlled his motor vehicle in a careless and dangerous manner under the circumstances then and there existing;

h. he operated, managed and controlled his motor vehicle in a careless and dangerous manner when approaching the Plaintiff's vehicle causing his vehicle to strike the rear of the Plaintiff's vehicle;

i. and in other respects said Defendant was negligent.

17. Defendant Jones' negligence caused the vehicles operated by the parties to collide.

18. Defendant Jones owed William Selvage a duty of care to operate his vehicle in a proper fashion, and breached this duty of care by failing to operate his vehicle in a safe and proper manner.

19. Defendant Jones' negligence proximately caused William Selvage to suffer serious injuries about his neck, back, and other bodily injuries, and to suffer great mental anguish, loss of work and wages and permanent injury.

20. That as a further result of the negligence of Defendant Jones, Plaintiff William Selvage was caused to incur indebtedness to doctors, x-ray technicians and other medical specialists for treatment of his injuries.

21. That all of the foregoing injuries, damages and losses were the result of the carelessness, recklessness and negligence of the Defendant Jones as agent, servant and employee of Dillon's Bus Service, and were not, in any way, attributable to the Plaintiff, William Selvage, who was at all time exercising due care, and was not in any way negligent or contributorily negligent either directly or indirectly.

WHEREFORE, the Plaintiff, William Selvage brings this suit against the Defendants, James Jones and Dillon's Bus Service and demands Two Million Dollars ($2,000,000.00) in compensatory damages plus costs.

COUNT III

22. William Selvage sues Dillon's for vicarious liability due to Jones' negligence and incorporates all earlier allegations and claims of the Complaint as if fully reproduced in this Count.

William Selvage demands Two Million Dollars ($2,000.000.00) in compensatory damages plus interest and costs.

COUNT IV

23. Barbara June Selvage sues Dillon's for vicarious liability due to Jones' negligence and incorporates all earlier allegations and claims of the Complaint as if fully reproduced in this Count. Barbara June Selvage demands the sum of Two Million Dollars ($2,000,000.00) in compensatory damages plus interest and costs.

Respectfully submitted,

HYATT & WEBER, P.A.

Mark Rosasco
200 Westgate Circle, Ste.500
Annapolis, MD 21401
(410)266-0626
Attorneys for Plaintiffs

HYATT & WEBER, P.A.
ATTORNEYS AT LAW

FILED
2012 MAR 19 AM 10: 53
CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

March 14, 2012

United States Bankruptcy Court
Attn: Claims
824 Market Street, 3rd Floor
Wilmington, DE 19801

RE: Debtor: Coach AM Group Holdings Corp.
Creditors/My Clients: Barbara and William Selvage
Your Case No.: 12-100100(KG)
File No.: 8209

Dear Clerk:

Enclosed please find the executed Proof of Claim form, along with a copy of the lawsuit filed in the Circuit Court for Queen Anne's County, *Barbara June Selvage and William R. Selvage v. James Randall Jones and Dillon's Bus Service, Inc.* Please file these documents.

Additionally I enclose a self-addressed stamped envelope to receive acknowledgement of this filing.

Thank you for your assistance in this matter.

Very truly yours,

HYATT & WEBER, P.A.

Mark E. Rosasco

MER:cho
Enclosures
W:\WDocs\Weber\S8209\0000\00191078.DOC

SEVERN BANK BUILDING
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WWW.HWLAW.COM

ANNAPOLIS: 410-266-0626
BALTIMORE: 410-841-6899
WASHINGTON, D.C.: 301-261-8550
FAX: 410-841-5065

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Date 3/21/12 Sender's FedEx Account Number 2[illegible]198750

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Company BMC

Address 1750 Lake Drive East

Dept./Floor/Suite/Room

City [illegible] State MN ZIP [illegible]

2 Your Internal Billing Reference

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BMC GROUP

3 To

Recipient's Name [illegible] Dept Ph

Company BMC

Address 1750 Lake Drive E

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Dept./Floor/Suite/Room

01 ☐ HOLD Weekday FedEx location address REQUIRED. NOT available for FedEx First Overnight.

Address

Use this line for the HOLD location address or for continuation of your shipping address.

31 ☐ HOLD Saturday FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

City [illegible] State MN ZIP [illegible]

8726 8134 8986

4a Express Package Service * To most locations. *Packages up to 150 lbs.*

01 ☐ FedEx Priority Overnight — Next business morning.* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

05 ☑ FedEx Standard Overnight — Next business afternoon.* Saturday Delivery NOT available.

06 ☐ FedEx First Overnight — Earliest next business morning delivery to select locations.*

03 ☐ FedEx 2Day — Second business day.* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

20 ☐ FedEx Express Saver — Third business day.* Saturday Delivery NOT available.

4b Express Freight Service ** To most locations. *Packages over 150 lbs.*

70 ☐ FedEx 1Day Freight — Next business day.** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 1Day Freight Booking No.

80 ☐ FedEx 2Day Freight — Second business day.** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

83 ☐ FedEx 3Day Freight — Third business day.** Saturday Delivery NOT available.

5 Packaging * Declared value limit $500.

06 ☐ FedEx Envelope*

02 ☑ FedEx Pak* — Includes FedEx Small Pak and FedEx Large Pak.

03 ☐ FedEx Box

04 ☐ FedEx Tube

01 ☐ Other

6 Special Handling and Delivery Signature Options

03 ☐ **SATURDAY DELIVERY**

☐ No Signature Required — Package may be left without obtaining a signature for delivery.

10 ☐ Direct Signature — Someone at recipient's address may sign for delivery. *Fee applies.*

34 ☐ Indirect Signature — If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. *Fee applies.*

Does this shipment contain dangerous goods?

One box must be checked.

☐ No

04 ☐ Yes — As per attached Shipper's Declaration.

☐ Yes — Shipper's Declaration not required.

06 ☐ Dry Ice — Dry ice, 9, UN 1845 ____ x ____ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

☐ Cargo Aircraft Only

7 Payment *Bill to:*

Enter FedEx Acct. No. or Credit Card No. below.

Obtain recip. Acct. No. ☐

1 ☑ Sender — Acct. No. in Section 1 will be billed.

2 ☐ Recipient

3 ☐ Third Party

4 ☐ Credit Card

5 ☐ Cash/Check

Total Packages ____ Total Weight ____ lbs.

Credit Card Auth. ____

†Our liability is limited to $100 unless you declare a higher value. See the current FedEx Service Guide for details.

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