ORIGINAL

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE	PROOF OF CLAIM
Name of Debtor: Coach Am Holdings Corp.	Case Number: 12-10017

NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Rhonda Marie Meeks

Name and address where notices should be sent:

Brian A. Sullivan
Werb & Sullivan
300 Delaware Ave., Ste.1300
Wilmington, Delaware19801
(302) 652-1100
bsullivan@werbsullivan.com

and

Scott D. Beal
Mike Lewis Attorneys
285 Executive Park Blvd.
Winston-Salem, NC 27103
(336) 765-7777
sbeal@mikelewislaw.com

Creditor Telephone Number ( ) email:

RECEIVED
MAR 29 2012
BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

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

Payment Telephone Number ( ) email:

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

Court Claim Number (if known):

Filed on: _____

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ Unliquidated

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

If all or part of your claim is entitled to priority, 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.

2. BASIS FOR CLAIM: (See instruction #2) Personal Injury Pursuant to Attached Summary of Claim

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 your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: Describe:

☐ Real Estate ☐ Motor Vehicle ☐ Other

Value of Property: $

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

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: $

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.

Amount entitled to priority: $

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): $ _____

You MUST specify the priority of the claim:

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

☐ 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).

☐ Wages, salaries, or commissions (up to $11,725*), 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).

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

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

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

☐ Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

** 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.*

Coach America
01317

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)

7. DOCUMENTS: *Attached are redacted copies of 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 definition of "redacted").

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

If the documents are not available, please explain:

DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on April 2, 2012 for Non-Governmental Claimants OR on or before July 2, 2012 for Governmental Units.

BY MAIL TO:
BMC Group, Inc.
Attn: Coach America Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc.
Attn: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

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 providedin this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Brian A. Sullivan
Title: Attorney
Company: Werb & Sullivan
Address and telephone number (if different from notice address above):

(Signature) 3/22/12 (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.

LIST OF DEBTORS:

Debtor Name	Case Number	Debtor Name	Case Number	Debtor Name	Case Number
ACL Leasing, LLC	12-10042	CUSA AT, LLC	12-10047	CUSA RAZ, LLC	12-10064
America Charters, Ltd.	12-10021	CUSA AWC, LLC	12-10048	CUSA Transit Services, LLC	12-10065
American Coach Lines of Atlanta, Inc.	12-10022	CUSA BCCAE, LLC	12-10049	CUSA, LLC	12-10045
American Coach Lines of Jacksonville, Inc.	12-10023	CUSA BESS, LLC	12-10050	Dillon's Bus Service, Inc.	12-10029
American Coach Lines of Miami, Inc.	12-10024	CUSA CC, LLC	12-10051	Florida Cruise Connection, Inc.	12-10030
American Coach Lines of Orlando, Inc.	12-10026	CUSA CSS, LLC	12-10052	Get A Bus, LLC	12-10066
American Coach Lines, Inc.	12-10019	CUSA EE, LLC	12-10053	Hopkins Airport Limousine Services, Inc.	12-10032
B & A Charter Tours, Inc.	12-10028	CUSA ELKO, LLC	12-10054	KBUS Holdings, LLC	12-10041
CAPD, LLC	12-10043	CUSA ES, LLC	12-10055	Lakefront Lines, Inc.	12-10033
Coach Am Group Holdings Corp.	12-10010	CUSA FL, LLC	12-10056	Midnight Sun Tours, Inc.	12-10035
Coach Am Holdings Corp.	12-10017	CUSA GCBS, LLC	12-10057	Royal Tours of America, Inc.	12-10036
Coach America Group, Inc.	12-10027	CUSA GCT, LLC	12-10058	Southern Coach Company	12-10037
Coach America Holdings, Inc.	12-10018	CUSA KBC, LLC	12-10059	The McMahon Transportation Company	12-10034
Coach America Transportation Solutions, LLC	12-10044	CUSA K-TCS, LLC	12-10060	Tippett Travel, Inc.	12-10038
Coach BCCAE, L.P.	12-10067	CUSA Leasing, LLC	12-10061	Trykap Airport Services, Inc.	12-10039
Coach Leasing BCCAE, L.P.	12-10068	CUSA PCSTC, LLC	12-10062	Trykap Transportation Management, Inc.	12-10040
CUSA ASL, LLC	12-10046	CUSA PRTS, LLC	12-10063		

In re: Coach Am Group Holdings, et al.
Case No. 12-10010 (KG)
(Jointly Administered)

Addendum to Proof of Claim
Reservation of Rights

Claimants:

1) **Rhonda Marie Meeks**
   General Unsecured Claim: Unliquidated Amount

2) **Shelia Diane Wishon, Personal Representative of**
   The Estate of Brandy Nicole Richey
   General Unsecured Claim: Unliquidated Amount

3) **Angela Stowe, Personal Representative of**
   The Estate of James Alva Richey
   General Unsecured Claim: Unliquidated Amount

4) **Margaret Coward, Personal Representative of**
   The Estate of James Peter Richey
   General Unsecured Claim: Unliquidated Amount

As provided in the Proof of Claim and the accompanying Summary of Claim (hereinafter collectively, "Claim"), Claimants assert their Claim against America Charters, Ltd., CUSA, LLC, and Coach America Holdings, Inc.[1] To the extent it is determined that a different debtor is responsible for the Claim, Claimants reserves the right to assert the Claim against the proper debtor entity.

In asserting their Claim, Claimant do not waive, but rather expressly reserve all of their rights and remedies, including, without limitation, those they have or may have against any other entity or person. Claimant does not waive, but rather expressly reserves all of their rights and remedies under the Bankruptcy Code or applicable law in connection with his Claim, including, without limitation, the following: (1) to supplement, amend and/or modify the Claim, this Addendum thereto, the accompanying Summary of Claim, and/or any supporting documentation

[1] Claimants are informed and believe that both America Charters, Ltd. and CUSA, LLC do business as Coach America and that Coach America Holdings, Inc. does business as CUSA, LLC.

(2) to supplement, amend, or modify the Claims For Relief in any Complaint brought against Debtors; (3) to supplement, amend, or modify the Debtor entities against whom Claims are brought; (4) to object to the Bankruptcy Court's Subject Matter Jurisdiction over Claimants and/or Claimants' Claims; (3) to oppose or object to any ADR procedures proposed or filed by Debtors, if any; and (4) all other rights and respects concerning Claimants' Proofs of Claim and rights relating to their Claims.

In re: Coach Am Group Holdings, et al.
Case No. 12-10010 (KG)
(Jointly Administered)

Summary of Claim

Claimants:

1) **Rhonda Marie Meeks**
   General Unsecured Claim: Unliquidated Amount

2) **Shelia Diane Wishon, Personal Representative of**
   The Estate of Brandy Nicole Richey
   General Unsecured Claim: Unliquidated Amount

3) **Angela Stowe, Personal Representative of**
   The Estate of James Alva Richey
   General Unsecured Claim: Unliquidated Amount

4) **Margaret Coward, Personal Representative of**
   The Estate of James Peter Richey
   General Unsecured Claim: Unliquidated Amount

This Summary of Claim is provided subject to the Reservation of Rights provided in the Proof of Claim Addendum filed by each Claimant.

INTRODUCTION

On November 11, 2011, three family members faced the horrifying realization that they were about to die a horrendous and premature death and one faced the fear of imminent death and the agony of watching the others die before her eyes, when they were struck from behind by a Coach America bus propelling them into a fully loaded logging truck. On this date, the Coach America bus driver did, in fact, raise her death total to five victims in five years.

The collision that serves as the basis for these claims for relief resulted in three deaths and serious injuries to a fourth family member who miraculously survived. This tragedy, coming at the negligent hands of a charter bus driver who was responsible for two prior vehicular related fatalities, completely decimated a family and could have been avoided had the charter bus company properly fulfilled their obligations under the Federal Motor Carrier Safety Regulations.

THE PARTIES

The Claimants are informed that America Charters, Ltd. was one of three companies sold to Coach USA, which ownership then changed to CUSA, LLC. Further, the parent ownership structure evolved from Coach USA to American Coach Lines and now Coach America. The company operates charter buses under the brand Coach America.

Claimants are informed and believe that both America Charters, Ltd. and CUSA, LLC do business as Coach America. For simplicity only and reserving all rights with respect to any distinction thereto, herein America Charters, Ltd. and CUSA, LLC will be named without any d/b/a reference.

America Charters, Ltd. and CUSA, LLC are part of the elaborately and excessively fragmented maze of corporations that are involved in this Bankruptcy proceeding, with the exception of the ultimate parent company, which has not sought protection from creditors. The Debtors' Bankruptcy filings illustrate the complexity that the Claimants face in naming proper Coach affiliates as party Defendants. In his Declaration, Brian E. Cejka, Chief Restructuring Officer states:

> "The Debtors operate the largest tour and charter bus service and the second largest motorcoach service in the United States. The Debtors operate primarily under the well-recognized Coach America, CUSA, American Coach Lines and Gray Line brands. Services provided by the Debtors include motorcoach charters, tours and sightseeing, commuter transportation, airport and casino shuttles, rail crew transportation and contract services for municipalities and corporations. The Debtors' fleet consists of over 3,000 well maintained vehicles, including 1,623 full size motor coaches, 351 minibuses and cutaways, 902 vans and 39 trolleys."
>
> (Cejka Declaration ¶ 6)
>
> "Debtor Coach AM Group Holdings Corp. is the parent of Debtor Coach AM Holdings Corp., which in turn is the parent of Debtor Coach America Holdings, Inc., which is the parent of each of the other Debtors. The equity of Debtor Coach AM Group Holdings Corp. is owned by non-debtor Coach America Group Holdings, II, L.P. This entity is a direct subsidiary of non-debtor Coach America Group Holdings, L.P., which is the ultimate parent company of each of the Debtor and non-debtor entities that are part of the "Coach America" family of companies."
>
> (Cejka Declaration ¶ 16)

The Claimants are informed that America Charters, Ltd. and CUSA, LLC are subsidiaries of Coach America Holdings, Inc. Claimants are informed and believe that Coach America Holdings, Inc. does business as CUSA, LLC. For simplicity only and reserving all rights with respect to any distinction thereto, herein Coach America Holdings, Inc. will be named without any d/b/a reference.

In addition, the Claimants have obtained a copy of the insurance policies that the "Coach America family of companies" claims covers the incident in question. The named insured on these policies is Coach America Holdings, Inc. Discovery is needed to determine which if not all of the "Coach America family of companies" were involved in the hiring and training of the bus driver, Malverse Van Loan, and the ownership, leasing operations, and maintenance of the charter bus that was involved in this tragic collision. The Claimants are informed that the "Coach America family of companies'" interstate equipment, including the charter bus involved in the death of the Richey family members and serious injury to Rhonda Meeks, are registered in Wyoming and the registrant may be CUSA, LLC. Simply put, it appears clear that America Charters, Ltd is the North Carolina operator for the "Coach America family of companies" and that America Charters

Ltd. is owned by CUSA, LLC, but it is presently unclear which other entities are proper defendants.

Hereinafter, America Charters, Ltd., CUSA, LLC, Coach America Holdings, Inc. and the "Coach America family of companies" are referred to collectively as "Coach America."

At approximately 11:30 a.m. on Friday, November 11, 2011, Debtor America Charters, Ltd. was the owner/lessor of an 2003 MCI J4500 motor coach carrier, Wyoming vehicle plate #A6319, VIN #1M83JMPA33P062084, also traveling north on I-85 in Dinwiddie County, Virginia. Debtor CUSA, LLC was the operator/lessee of said motor carrier. Malverse Van Loan, a resident of Greensboro, North Carolina, was driving said motor coach carrier on behalf of Coach America. Said motor coach carrier was chartered by N.C. A&T State University to carry students to and from an engineering conference in Baltimore, Maryland.

At all relevant times, Malverse Van Loan was employed by Coach America, and was acting as the agent, servant, and employee of Coach America. All of Malverse Van Loan's acts and/or omissions were done within the course and scope of her agency and employment for, and while she was about the business of Coach America.

That on said date and said time, Brandy Nicole Richey was driving, with permission, a 2007 Toyota Tundra, South Carolina vehicle plate #BYY456, VIN #5TBBV54137S483803 owned by James Alva Richey (the "Richey Vehicle"). She was traveling north on I-85 in Dinwiddie County, Virginia in route to Delaware. Her father-in-law, James Peter Richey was in the right front passenger seat. Her husband, James Alva Richey, and her sister, Rhonda Marie Meeks, were riding in the back seat of this double cab truck. (All occupants of the Toyota Tundra are hereinafter referred to as the "Claimants.")

At all times relevant hereto, Brandy Nicole Richey was a resident of Laurens County, South Carolina. The Estate of Brandy Nicole Richey has been established and is being administered in the Probate Court for Laurens County, South Carolina, wherefrom, on March 26, 2012, her biological mother, Shelia Diane Wishon, received Certificate of Appointment (Case number 2012 ES-3000057) to act as the Personal Representative of The Estate of Brandy Nicole Richey. Shelia Diane Wishon is a citizen and resident of North Carolina.

At all times relevant hereto, James Peter Richey was a resident of Laurens County, South Carolina. The Estate of James Peter Richey has been established and is being administered in the Probate Court for Laurens County, South Carolina, wherefrom, on March 26, 2012, his sister, Margaret Coward, received Certificate of Appointment (Case number 2012-ES-3000130) to act as the Personal Representative of The Estate of James Peter Richey. Margaret Coward is a citizen and resident of South Carolina.

At all times relevant hereto, James Alva Richey was a resident of Laurens County, South Carolina. The Estate of James Alva Richey has been established and is being administered in the Probate Court for Laurens County, South Carolina, wherefrom, on March 23, 2012 his Aunt, Angela Stowe, received Certificate of Appointment (Case number 2012-ES-3000126) to act as the Personal Representative of The Estate of James Alva Richey. Angela Stowe is a citizen and resident of South Carolina.

Rhonda Marie Meeks is a citizen and resident of North Carolina.

That on said date and said time, Charles A. Wright, Trucking, Inc. was the owner and operator of an 1999 Kenworth J800 truck, Virginia vehicle plate #72408PY, VIN #1XKDDU9X3XJ8255767, also traveling north on I-85 in Dinwiddie County, Virginia. The driver of this truck, which was on this date and time hauling logs, was Paul V. Taylor, Jr., a resident of La Crosse, Virginia. The Richey vehicle was directly behind the logging truck in the left lane of travel.

STATEMENT OF FACTS

At approximately 11:30 a.m. on Friday, November 11, 2011, all of the referenced vehicles were traveling north on I-85 in Dinwiddie County, Virginia. The vehicles had entered a safety work zone in which the right northbound lane of the highway was closed such that all traffic traveled in the left lane. The Richey vehicle was behind the logging truck and the Coach America bus approached from the rear. The logging truck and the Claimants slowed for traffic when the Richey vehicle was struck from behind by the Coach America charter bus driven by Malverse Van Loan. The force of the impact propelled the Richey vehicle into the rear of the logging truck. The logs that were overhanging the logging truck impaled the Richey vehicle. The pickup truck was crushed and became pinned under the logging truck. At least one of the deceased was partially decapitated.

This horrific crash was witnessed by Virginia State Police Officer James Worley, Badge Number 4314, who was also the investigating officer. At said date and time, Officer Worley had pulled over another motorist and from his position on the side of the roadway witnessed the slowing traffic, the approach of the charter bus, and the resulting collision.

The posted speed limit for this stretch of highway is 70 mph, but due to the work zone, the maximum safe speed was noted on the police report to be 45 mph. According to the police crash report, Officer Worley estimated that both the Richey vehicle and the logging truck traveled at 40 mph and the charter bus traveled at 55 mph. An accident reconstruction team working on behalf of the Claimants downloaded ECM data that confirms the bus traveled at approximately 57-59 mph at the time of impact with no appreciable braking or deceleration.

Brandy Richey (25 years old), her husband James Alva Richey (40 years old), and her father-in-law James Peter Richey (66 years old) died at the scene. Rhonda Marie Meeks was seriously injured and was airlifted from the scene to VCU Medical Center in Richmond, Virginia.

The driver of the charter bus, Malverse Van Loan, was charged with reckless driving. The police report noted that Van Loan failed to maintain proper control of the bus and that her eyes were not on the road at the time of the collision.

ADDITONAL INFORMATION

Adding insult to this tragic situation, only 18 months prior to this fatal collision, this same driver, Malverse Van Loan, had struck and killed a pedestrian while driving a public transit bus in New Jersey. A civil action was filed by the pedestrian's estate against Malverse Van Loan in February 2011.

In addition, the Claimants are informed that Malverse Van Loan was charged in 2006 with a separate vehicular violation which resulted in the death of another individual. Thus, within only a

five year period, this driver Malverse Van Loan was involved in the vehicular deaths of 5 individuals.

The Claimants are informed that Malverse Van Loan has a long history of vehicular violations, including speeding, unsafe movements, reckless driving, and three license suspensions.

CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION
(Negligence)

On or about November 11, 2011, Malverse Van Loan, while employed by, acting on behalf of, and in the course and scope of her employment for Coach America, drove a commercial motor coach in an unsafe, negligent, careless, incompetent, hazardous, and otherwise wrongful manner so as to cause said vehicle to crash into the Richeys' vehicle.

At all times alleged herein, Malverse Van Loan was employed by Coach America and was acting as the agent, servant, and employee of Coach America. Malverse Van Loan's acts and/or omissions were done within the course and scope of her agency and employment for Coach America, and while she was about the business of Coach America.

At all times as herein alleged, Malverse Van Loan was negligent in one or more of the following ways thereby proximately causing serious injury to Rhonda Marie Meeks and injury and death to Brandy Nicole Richey, James Alva Richey and James Peter Richey:

a) Malverse Van Loan operated a vehicle upon the highways of the Commonwealth of Virginia without maintaining proper control over it.

b) Malverse Van Loan failed to exercise ordinary care to keep a proper lookout for the existing conditions.

c) Malverse Van Loan failed to operate her vehicle at a speed and in a manner which allowed her to maintain that degree of control over the vehicle which a reasonably careful and prudent person would have maintained under the same or similar circumstances.

d) Malverse Van Loan operated her vehicle at a speed greater than was reasonable and prudent under the conditions then and there existing in violation of the provisions of Virginia Code §46.2-861.

e) Malverse Van Loan failed to decrease the speed of the vehicle being operated by her as necessary in order to avoid a collision and in order to avoid injury to person and property.

f) Malverse Van Loan operated her vehicle too closely to the Richey vehicle than was reasonable and prudent, without due regard to the speed of her vehicle and the Richey vehicle, as well as the traffic on and conditions of the highway at the time in violation of Virginia Code§ 46.2-816.

g) Malverse Van Loan failed to maintain appropriate time intervals between her vehicle and those traveling in front of her.

h) Malverse Van Loan failed to manage the space around her vehicle in a manner appropriate to the conditions that existed immediately prior to the collision.

i) Malverse Van Loan operated a vehicle upon the highways of the Commonwealth of Virginia without due caution and circumspection and at a speed and in a manner so as to endanger or be likely to endanger the person or property of others.

j) Malverse Van Loan drove her vehicle in a reckless manner recklessly or at a speed or in a manner so as to endanger the life, limb, or property of others in violation of the provisions of Virginia Code § 46.2-852.

k) Malverse Van Loan failed to exercise that degree of care which a reasonable and prudent person would have exercised under the same or similar circumstances;

l) Such other acts and omissions of Malverse Van Loan in breach of duties owed to the Richeys as shall be shown at the time of trial.

As a direct and proximate result of the unsafe, reckless, negligent, careless, incompetent, hazardous, and otherwise wrongful manner of driving of Malverse Van Loan and of Coach America, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a direct and proximate result of the unsafe, reckless, negligent, careless, incompetent, hazardous, and otherwise wrongful manner of driving of Malverse Van Loan and of Coach America, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her while trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

   i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

   ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

   iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

   iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

SECOND CAUSE OF ACTION
(Negligent Entrustment)

On or about November 11, 2011, Malverse Van Loan, while employed by, acting on behalf of and in the course and scope of her employment for Coach America, drove a commercial motor coach in an unsafe, negligent, careless, incompetent, hazardous, and otherwise wrongful manner so as to cause said vehicle to crash into the Richeys' vehicle.

At all times alleged herein, Malverse Van Loan was employed by Coach America and was acting as the agent, servant, and employee of Coach America. Malverse Van Loan's acts and/or omissions were done within the course and scope of her agency and employment for Coach America, and while she was about the business of Coach America.

At all times herein mentioned, Malverse Van Loan was negligently entrusted to operate commercial motor coach for Coach America which knew or should have known of the unsafe, negligent, careless, incompetent, hazardous, and otherwise wrongful manner of driving habits of Malverse Van Loan before it entrusted her with said commercial motor vehicle.

As a direct and proximate result of the unsafe, negligent, careless, incompetent, hazardous, and otherwise wrongful manner of driving of Malverse Van Loan and of Coach America, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a direct and proximate result of the unsafe, negligent, careless, incompetent, hazardous, and otherwise wrongful manner of driving of Malverse Van Loan and of Coach America, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on

November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

    i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

    iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

THIRD CAUSE OF ACTION
(Negligent Hiring, Training, Supervision, and Retention)

Coach America had a duty of due care in the hiring, training, supervision, and retention of its employees. Coach America had a further duty of due care to investigate the background of its employees, especially in light of the particular risk or hazard that the breach of that duty poses to other persons, such as Rhonda Marie Meeks and decedents Brandy Nicole Richey, James Alva Richey and James Peter Richey. Defendants, and each of them, breached their duty in that, among other things, they (1) knew or had reason to know that Malverse Van Loan was incompetent and an unfit employee; (2) knew or had reason to know that Malverse Van Loan was not properly

trained to safely operate a commercial motor vehicle; (3) knew or had reason to know that Malverse Van Loan had struck and killed a pedestrian while driving a public transit bus within 12 months of hire; and, (4) knew or had reason to know that Malverse Van Loan was not properly trained in compliance with Federal, State, and Local safety/trucking standards, regulations, codes, laws, and ordinances including, but not limited to, the Federal Motor Carrier Safety Regulations.

Despite the foregoing, Coach America negligently, recklessly, and carelessly permitted Malverse Van Loan to operate one of their commercial motor carriers in the course and scope of her employment with Coach America.

As a direct and proximate result of the negligence of Coach America in the hiring, training, supervision, and retention of Malverse Van Loan, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a direct and proximate result of the negligence of Coach America in the hiring, training, supervision, and retention of Malverse Van Loan, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

    i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

FOURTH CAUSE OF ACTION
(Negligence Per Se – Violation of 49 CFR §383.11)

49 CFR §383.11 (Required Knowledge) requires an operator of a commercial vehicle to know, among other things, the procedures for safe vehicle operations, the effects of fatigue, safe vehicle control, basic control, visual search, speed management, space management, extreme driving conditions, hazard perceptions, and emergency maneuvers. This regulation ensures that commercial motor vehicle operators are qualified to safely operate a commercial motor vehicle.

On or about November 11, 2011, Coach America operated as a commercial motor carrier and allowed Malverse Van Loan to operate said charter bus, in the course and scope of her employment, with the knowledge that Malverse Van Loan did not possess the required knowledge to safely operate a commercial motor vehicle. Malverse Van Loan's negligence in the operation of said charter bus caused it to strike the Richey vehicle, proximately causing serious injury to Rhonda Marie Meeks and the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey, the very types of injury that 49 CFR §383.11 was intended to protect against.

As a direct and proximate result of the violation of 49 CFR §383.11 by Coach America and Malverse Van Loan, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a direct and proximate result of the violation of 49 CFR §383.11 by Coach America and Malverse Van Loan, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

   i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

   ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

   iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

   iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

FIFTH CAUSE OF ACTION
(Negligence Per Se – Violation of 49 CFR §383.113)

49 CFR §383.113 (Required Skills) requires an operator of a commercial vehicle to possess and demonstrate basic vehicle control skills, safe driving skills, and air brake skills. This regulation ensures that commercial motor vehicle operators are qualified to safely operate a commercial motor vehicle.

On or about November 11, 2011, Coach America operated as a commercial motor carrier and allowed Malverse Van Loan to operate said charter bus, in the course and scope of her employment, with the knowledge that Malverse Van Loan did not possess the required skills to safely operate a commercial motor vehicle. Malverse Van Loan's negligence in the operation of said charter bus caused it to strike the Richey vehicle, proximately causing injury to Rhonda Marie Meeks and the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey, the very types of injury that 49 CFR §383.11 was intended to protect against.

As a direct and proximate result of the violation of 49 CFR §383.113 by Coach America and Malverse Van Loan, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such

injuries.

As a direct and proximate result of the violation of 49 CFR §383.113 by Coach America and Malverse Van Loan, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

    i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

    iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

SIXTH CAUSE OF ACTION
(Negligence Per Se – Violation of 49 CFR §385.5)

49 CFR §385.5 (Safety Fitness Standard) requires a commercial motor vehicle employer to comply with the safety fitness standard for motor carriers, which requires the motor carrier to demonstrate adequate safety management controls to ensure acceptable compliance with

applicable safety requirements to reduce the risk associated with, among other things, commercial driver's license standard violations, the use of unqualified drivers, improper use and driving of motor vehicles, and motor vehicle accidents. This regulation ensures that commercial motor vehicle carriers are qualified to legally and safely operate commercial motor vehicle operations.

On or about November 11, 2011, Coach America operated as a commercial motor carrier and allowed Malverse Van Loan to operate said charter bus, in the course and scope of her employment, with the knowledge that Malverse Van Loan was not in compliance with the safety fitness standard. Malverse Van Loan's negligence in the operation of said charter bus caused it to strike the Richey vehicle, proximately causing injury to Rhonda Marie Meeks and the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey, the very types of injury that 49 CFR §383.11 was intended to protect against.

As a direct and proximate result of the violation of 49 CFR §385.5 by Coach America and Malverse Van Loan, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a direct and proximate result of the violation of 49 CFR §385.5 by Coach America and Malverse Van Loan, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

SEVENTH CAUSE OF ACTION
(Negligence Per Se – Violation of 49 CFR §391.21)

49 CFR §391.21 (Application for Employment) requires a motor carrier to provide a sufficient application for employment and an applicant for employment as a commercial motor driver to sufficiently fill out the application, which among other things, requires valid information about identification, past driving record, past driving record, past employers, past accidents, and past experience. This regulation ensures that commercial motor carriers employ commercial motor vehicle operators that are qualified to legally and safely operate commercial motor vehicle operations.

The Richeys are informed and believe, and on the basis of that information and belief allege that Coach America did not provide a sufficient application and Malverse Van Loan did not provide sufficient information on the application.

On or about November 11, 2011, Coach America operated a commercial motor carrier and allowed Malverse Van Loan to operate said charter bus, in the course and scope of her employment, with the knowledge that Malverse Van Loan was not provided a sufficient employment application and Malverse Van Loan did not sufficiently fill out the employment application. Malverse Van Loan's negligence in the operation of said charter bus caused it to strike the Richey vehicle, proximately causing injury to Rhonda Marie Meeks and the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey, the very types of injury that 49 CFR §383.11 was intended to protect against.

As a direct and proximate result of the violation of 49 CFR §391.21 by Coach America and Malverse Van Loan, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a direct and proximate result of the violation of 49 CFR §391.21 by Coach America and Malverse Van Loan, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

    i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

    iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

EIGHTH CAUSE OF ACTION
(Negligence Per Se – Violation of 49 CFR §391.23)

49 CFR §391.23 (Investigation and Inquiries) requires a motor carrier to perform a sufficient inquiry and investigation into the background of each commercial motor vehicle driver it employs, which includes, among other things, information about identification, past driving record, past driving record, past employers, past accidents, and past experience. This regulation ensures that commercial motor carriers employ commercial motor vehicle operators that are qualified to legally and safely operate commercial motor vehicle operations.

The Richeys are informed and believe, and on the basis of that information and belief allege that Coach America did not perform a sufficient inquiry and investigation into the background of Malverse VanLoan.

On or about November 11, 2011, Coach America operated a commercial motor carrier and allowed Malverse Van Loan to operate said charter bus, in the course and scope of her employment, with the knowledge that Malverse Van Loan was not provided a sufficient employment application and Malverse Van Loan did not sufficiently fill out the employment application. Malverse Van Loan's negligence in the operation of said charter bus caused it to strike the Richey vehicle, proximately causing the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey, the very types of injury that 49 CFR §383.11 was intended to protect against.

As a direct and proximate result of the violation of 49 CFR §391.23 by Coach America and Malverse Van Loan, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a direct and proximate result of the violation of 49 CFR §391.23 by Coach America and Malverse Van Loan, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

NINTH CAUSE OF ACTION
(Negligence Per Se – Violation of 49 CFR §391.27)

49 CFR §391.27 (Record of Violations) requires a motor carrier to obtain a certification of motor vehicle traffic law convictions from a commercial motor vehicle driver it employs. This regulation ensures that commercial motor carriers employ commercial motor vehicle operators that are qualified to legally and safely operate commercial motor vehicle operations.

The Richeys are informed and believe, and on the basis of that information and belief allege that Coach America did not obtain a certification of motor vehicle traffic law convictions for Malverse VanLoan.

On or about November 11, 2011, Coach America operated a commercial motor carrier and allowed Malverse Van Loan to operate said charter bus, in the course and scope of her employment, with the knowledge that Malverse Van Loan was not provided a sufficient employment application and Malverse Van Loan did not sufficiently fill out the employment application. Malverse Van Loan's negligence in the operation of said charter bus caused it to strike the Richey vehicle, proximately causing the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey, the very types of injury that 49 CFR §383.11 was intended to protect against.

As a direct and proximate result of the violation of 49 CFR §391.27 by Coach America and Malverse Van Loan, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a direct and proximate result of the violation of 49 CFR §391.27 by Coach America and Malverse Van Loan, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal

Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

    i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

    iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

TENTH CAUSE OF ACTION
(Negligence Per Se – Violation of 49 CFR §383.31)

49 CFR §383.31 (Notification of Convictions for Driver Violations) requires an operator of a commercial vehicle to notify the jurisdiction that issued her commercial driver's license and her employer of any convictions of motor vehicle traffic control laws. This regulation ensures that commercial motor vehicle operators are qualified to legally and safely operate a commercial motor vehicle.

The Richeys are informed and believe, and on the basis of that information and belief allege that Malverse Van Loan did not notify the jurisdiction that issued her commercial driver's license and/or her employer, Coach America that she had sustained multiple convictions of motor vehicle traffic control laws.

On or about November 11, 2011, Malverse Van Loan operated a commercial motor carrier, in the course and scope of her employment with Coach America without notifying the jurisdiction that issued her commercial driver's license and/or her employer, Coach America that she had sustained multiple convictions of motor vehicle traffic control laws. Malverse Van Loan's negligence in the operation of said charter bus caused it to strike the Richey vehicle, proximately causing the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey, the very types of injury that 49 CFR §383.31 was intended to protect against.

As a direct and proximate result of the violation of 49 CFR §391.31 by Coach America and Malverse Van Loan, Rhonda Marie Meeks was seriously injured, and was in great risk, fear and apprehension of imminent physical harm and/or impact and death, which caused her to suffer, and has continued to suffer, severe emotional distress, compounded by the emotional distress caused by having to watch her sister, brother-in-law and his father die beside her as she was trapped in the vehicle for three hours before extrication, that has manifested itself in physical symptoms and for which she has incurred, and will continue to incur, medical expenses for the treatment of such injuries.

As a direct and proximate result of the violation of 49 CFR §391.31 by Coach America and Malverse Van Loan, Brandy Nicole Richey, James Alva Richey and James Peter Richey were fatally hurt and injured on November 11, 2011.

As a result of these injuries and ultimate deaths, Rhonda Marie Meeks and the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all past, and present day value of future, expenses for the care, treatment and hospitalization incident to the injuries of Rhonda Marie Meeks;

b. Compensation for the pain and suffering and mental anguish of Rhonda Marie Meeks;

c. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

d. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

e. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

f. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

    i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

    ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

ELEVENTH CAUSE OF ACTION
(Wrongful Death)

On or about November 11, 2011, Malverse Van Loan, while employed by, acting on behalf of and in the course and scope of her employment for Coach America drove a commercial motor coach in an unsafe, negligent, careless, incompetent, hazardous, and otherwise wrongful manner so as to cause said vehicle to crash into the Richeys' vehicle.

At all times herein mentioned, Malverse Van Loan was negligently entrusted to operate commercial motor coach for Coach America, which knew or should have known of the unsafe, negligent, careless, incompetent, hazardous, and otherwise wrongful manner of driving habits of Malverse Van Loan before entrusting her with said commercial motor vehicle.

As a direct and proximate result of the unsafe, negligent, careless, incompetent, hazardous, and otherwise wrongful manner of driving of Malverse Van Loan, and of defendants and each of them, including Coach America, Brandy Nicole Richey, James Alva Richey and James Peter Richey died on November 11, 2011.

As a result of these injuries and ultimate deaths, the Estates of Brandy Nicole Richey, James Alva Richey and James Peter Richey, through their respective Personal Representatives, are entitled to recover damages in excess of Five Million and No/100 Dollars ($5,000,000.00) from Coach America and Malverse Van Loan as follows:

a. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in the deaths of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

b. Compensation for the pain, suffering and mental anguish of Brandy Nicole Richey, James Alva Richey and James Peter Richey;

c. The reasonable funeral expenses of the Estates of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

d. The present monetary value of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to receive the damages recovered, including but necessarily limited to, compensation for:

i. The loss of income of Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

ii. The loss of services, protection, care and assistance provided by Brandy Nicole Richey, James Alva Richey, and James Peter Richey;

iii. The services, protection, care and assistance, whether voluntary or obligatory, of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered; and

iv. The society, companionship, comfort, guidance, kindly offices and advice of Brandy Nicole Richey, James Alva Richey, and James Peter Richey to the persons entitled to the damages recovered.

WERB & SULLIVAN
ATTORNEYS AT LAW
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
300 DELAWARE AVENUE
P.O. BOX 25046
WILMINGTON, DELAWARE 19899

Brian A. Sullivan, P.A.

TELEPHONE: (302) 652-1100
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E-Mail: bsullivan@werbsullivan.com

COURIER DELIVERY:
300 DELAWARE AVENUE
THIRTEENTH FLOOR
WILMINGTON, DELAWARE 19801

March 28, 2012

VIA FEDERAL EXPRESS

BMC Group, Inc.
Attn: Coach America Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

RE: Rhonda Marie Meeks / America Charters, Ltd. (Coach America) / Coach America Holdings, Inc. / CUSA, LLC / Coach Am Group Holdings Corp. / Coach Am Holding Corp. / Proofs of Claims

Dear Sir or Madam:

Attached please find the following **8 Proofs of Claims** (one (1) original Proof of Claim and two (2) extra copies for each, to be clocked-in):

1. **America Charters, Ltd. / Case No. 12-10021**
2. **America Charters, Ltd. aka Coach America / Case No. 12-10021**
3. **Coach America Holdings, Inc. / Case No. 12-10018**
4. **Coach America Holdings, Inc. d/b/a CUSA, LLC / Case No. 12-10018**
5. **CUSA, LLC / Case No. 12-10045**
6. **CUSA, LLC d/b/a Coach America / Case No. 12-10045**
7. **Coach Am Group Holdings Corp. / Case No. 12-10010**
8. **Coach Am Holdings Corp. / Case No. 12-10017**

Kindly return the two (2) extra copies for each Proof of Claim (6 copies total) to our office in the enclosed envelope after they have been clocked-in. If you have any questions or concerns in this regard, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

Brian A. Sullivan

Enclosures

FedEx Express **NEW** Package US Airbill

FedEx Tracking Number 8000 4482 3015

0200 Form ID No.

FedEx Retrieval Copy

1 From

Date 3-28-12 [redacted]

Sender's Name Brian A. Sullivan Phone 302 652-1100

Company Weiler & Sullivan

Address 300 Delaware Ave. Ste. 1300 Dept./Floor/Suite/Room

City Wilmington State DE ZIP 19801

2 Your Internal Billing Reference coach

3 To

Recipient's Name Coach America Claims Processing Phone 302 652-1100

Company BMC Group

Address 18675 Lake Drive East Dept./Floor/Suite/Room

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

Address

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

City Chanhassen State MN ZIP 55317

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

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

8000 4482 3015

4 Express Package Service * To most locations.

NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs. For packages over 150 lbs., use the new FedEx Express Freight US Airbill.

Next Business Day

06 ☐ FedEx First Overnight — Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

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.

2 or 3 Business Days

49 ☐ NEW FedEx 2Day A.M. — Second business morning.* Saturday Delivery NOT available.

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

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

5 Packaging * Declared value limit $500.

06 ☐ FedEx Envelope* 02 ☒ FedEx Pak* 03 ☐ FedEx Box 04 ☐ FedEx Tube 01 ☐ Other

RECEIVED MAR 29 2012 BMC GROUP

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

[redacted]

Total Packages 1 Total Weight 1 lbs. [redacted] 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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