UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE	**PROOF OF CLAIM**
Name of Debtor: Dillon's Bus Service, Inc.	Case Number: 12-10029

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) :

Name and address where notices should be sent:

29247344021774

VASQUEZ, BELINDA
C/O TIMOTHY E HOWIE
11720 BELTSVILLE DRIVE
SUITE 500
BELTSVILLE MD 20705

RECEIVED
APR 02 2012
BMC GROUP

Creditor Telephone Number (301) 486-1200 email: THowie@bartelkane.com

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.

YOUR CLAIM IS SCHEDULED AS:

Schedule/Claim ID: S2019068256

Amount/Classification:

Undetermined Unsecured Contingent, Disputed, Unliquidated

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

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

☐ 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 $ TBD

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: 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 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: _____ % ☐ Fixed or ☐ Variable
(when case was filed)

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
01619

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: Timothy E. Howie, Esq.
Title: Attorney
Company: Hartel, Kane, DeSantis & Howie, LLP

Address and telephone number (if different from notice address above):

Telephone number: email:

(Signature) 3-14-12 (Date)

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

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

BELINDA VASQUEZ
15809 Pinecroft Lane
Bowie, MD 20716

Plaintiff,

v.

DILLON'S BUS SERVICE, INC.
11 E. Chase St.
Baltimore, MD 21202

SERVE ON:

Registered Agent
CSC-LAWYERS INCORPORATING
SERVICE COMPANY
Suite 1660
7 St. Paul St.
Baltimore, MD 20212

and

JERRY HUNDLEY
9706 Bald Hill Rd.
Bowie, MD 20721

and

GOVERNMENT EMPLOYEES
INSURANCE COMPANY
P.O. Box 9505
Fredericksburg, VA 22403

SERVE ON:

Maryland Insurance
Commissioner
200 St. Paul Plaza
Suite 2700
Baltimore, MD 21202

Defendants.

CASE NO.: CAL11-02578

Clerk of the
Circuit Court
2011 FEB -4 AM 11: 20
PR GEO CO MD #74

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DESANTIS & HOWIE, LLP
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11720 Beltsville Drive, Suite 500
Beltsville, Maryland 20705
Telephone: (301) 486-1200
Facsimile: (301) 486-0935

5924 North 15th Street
Arlington, Virginia 22205

COMPLAINT

COMES NOW the Plaintiff, Belinda Vasquez, by counsel, Timothy E. Howie and the law firm of HARTEL, KANE, DeSANTIS, MacDONALD & HOWIE, LLP, and sues Dillon's Bus Service, Inc., Jerry Hundley, and Government Employees Insurance Company for compensatory damages, and in support thereof states as follows:

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to title 4 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

Facts

2. On or about February 27, 2008 at or about 8:00 a.m., Plaintiff was passenger seated in the first row behind the driver on a commuter bus operated by Dillon's Bus Service, Inc., in the District of Columbia, at or near the intersection of K Street and 17th Street, Northwest.

3. At all relevant times, the bus on which Plaintiff was a passenger was being driven by Jerry Hundley within the scope of his employment with, and while acting as an agent of, Defendant Dillon's Bus Service, Inc.

4. At about the same time and place, the driver of the commuter bus operated by Dillon's Bus Service Inc., on which Plaintiff was a seated passenger, accelerated unreasonably, abruptly, and in an unsafe manner.

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5. At about the same time and place, an unidentified motorist abruptly, violently, and without warning swerved in to the lane and in front the commuter bus operated by Dillon's Bus Service, Inc., on which Plaintiff was a seated passenger.

6. At about the same time and place, the driver of the commuter bus operated by Dillon's Bus Service Inc., on which Plaintiff was a seated passenger, unreasonably, abruptly, and in an unsafe manner, slammed the brakes causing the bus to jerk and stop with unusual and extraordinary force and in a manner that far exceeds the usual incidents of operation of the vehicle.

7. As a result of the maneuvers of the unidentified motorist and the driver of the commuter bus operated by Dillon's Bus Service, Inc., on which Plaintiff was a seated passenger, the Plaintiff was violently thrown from her seat and landed head first in the stairwell.

Count I
Negligence of Defendant Jerry Hundley

8. Plaintiff incorporates by reference herein each and every allegation set forth above and further states:

9. Defendant Jerry Hundley, individual and as an employee, servant, and/or agent of Defendant Dillon's Bus Service, Inc., was negligent by failing to keep a proper lookout, failing to keep an assured safe distance, failing to pay full-time attention to the operation of the vehicle, failing to keep

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properly control of the vehicle, slamming the brakes and causing the bus to jerk and stop with unusual and extraordinary force and in a manner that far exceeds the usual incidents of operation of the vehicle, and otherwise by operating the vehicle in the negligent and careless manner in violation with the traffic rules and regulations then and there in full force and effect.

10. As an actual, direct and proximate cause of the negligence of Defendant Jerry Hundley, individually and as an employee, agent, and/or servant of Defendant Dillon's Bus Service, Inc., Plaintiff suffered and incurred physical injury, emotional injury, mental injury, permanent injury, permanent and continuing symptoms, permanent disability and limitations, medical expenses, and loss of income.

WHEREFORE, Plaintiff Belinda Vasquez seeks judgment in her favor and against Defendants Dillon's Bus Service, Jerry Hundley, and Government Employees Insurance Company, jointly and severally, in the amount of three hundred thousand dollars ($300,000.00), with costs and interest from February 27, 2008.

Count II
Negligence of Defendant Dillon's Bus Service, Inc.

11. Plaintiff incorporates by reference herein each and every allegation set forth above and further states:

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12. At the time of the accident, Jerry Hundley was acting as the employee, agent, and/or servant of Defendant Dillon's Bus Service, Inc., and Defendant Dillon's Bus Service, Inc. was the individual employer, master, and principal, and/or master of Defendant Jerry Hundley.

13. Defendant Dillon's Bus Service, Inc. is vicariously liable for the negligence of Defendant Jerry Hundley.

WHEREFORE, Plaintiff Belinda Vasquez seeks judgment in her favor and against Defendants Dillon's Bus Service, Jerry Hundley, and Government Employees Insurance Company, jointly and severally, in the amount of three hundred thousand dollars ($300,000.00), with costs and interest from February 27, 2008.

COUNT III
Breach of Contractual and/or Statutory Duty, Failure to Pay Uninsured Motorist Benefits

14. Plaintiff incorporates by reference herein each and every allegation set forth above and further states:

15. Defendant Government Employees Insurance Company is an insurance company licensed to engage in the insurance business in Maryland.

16. At the time of the February 27, 2008 accident, Defendant Government Employees Insurance Company was an insurer that had in full force and effect, a contract of insurance with Plaintiff Belinda Vasquez. Said contract of insurance was

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represented to be in compliance with applicable laws in Maryland and contained uninsured motorist protection.

17. Under the terms of Defendant Government Employees Insurance Company's automobile insurance policy issued to Plaintiff Belinda Vasquez, Defendant Government Employees Insurance Company was and is obligated to pay Plaintiff Belinda Vasquez for the damages she is legally entitled to recover from the owner and/or operator of an uninsured motor vehicle that causes an accident.

18. On February 27, 2008 a vehicle whose owner or operator cannot be identified, abruptly, violently, and without warning swerved in to the lane and in front the commuter bus operated by Dillon's Bus Service Inc., on which Plaintiff Belinda Vasquez was a seated passenger.

19. The owner and/or operator of the vehicle that cut off the commuter bus on which plaintiff was a passenger fled the scene, and therefore the owner and operator of that vehicle are unknown.

20. The owner and/or operator of the vehicle that cut off the commuter bus on which Plaintiff was a passenger and fled the scene is uninsured and/or underinsured pursuant to the terms of Defendant Government Employees Insurance Company's automobile insurance policy insuring Plaintiff and pursuant to applicable law.

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21. Plaintiff has complied with the terms of the aforementioned automobile insurance policy and is entitled to be paid by Defendant Government Employees Insurance Company for any and all damages sustained by her resulting from the negligence of the operator of the uninsured motor vehicle.

22. Plaintiff has demanded payment from Defendant Government Employees Insurance Company pursuant to the terms of Defendant Government Employees Insurance Company policy for any and all damages sustained by her as a result of the negligence of the operation of the vehicle that cut off the commuter bus on which Plaintiff was a passenger.

23. Defendant Government Employees Insurance Company has breached its contract with Plaintiff by refusing or otherwise failing to pay her all of the damages she is entitled to recover as a result of the negligence of the owner and/or operator of the vehicle that cut off the commuter bus on which Plaintiff was a passenger.

WHEREFORE, Plaintiff Belinda Vasquez seeks judgment in her favor and against Defendants Dillon's Bus Service, Jerry Hundley, and Government Employees Insurance Company, jointly and severally, in the amount of three hundred thousand dollars ($300,000.00), with costs and interest from February 27, 2008.

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Respectfully Submitted,

Timothy Howie/GSE

Timothy E. Howie, Esq.
HARTEL, KANE,
DeSANTIS & HOWIE, LLP
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REQUEST FOR JURY TRIAL

The Plaintiff requests a trial by jury as to all issues herein.

Timothy Howie/GSE

Timothy E. Howie, Esq.

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IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

BELINDA VASQUEZ Plaintiff, v. DILLON'S BUS SERVICE, INC., et al. Defendants.	:	CASE NO. CAL11-02578

STIPULATIONS

TO THE CLERK OF THE COURT:

The parties, by counsel, agree and stipulate as follows:

1. On February 27, 2008 at or about 8:00 a.m., Plaintiff was passenger on a commuter bus operated by Dillon's Bus Service, Inc., in the District of Columbia, at or near the intersection of K Street and 17th Street, Northwest.

2. At that time and place, an automobile whose owner and operator cannot be identified abruptly, violently, and without warning swerved into the lane and in front the commuter bus operated by Jerry Hundley in the course and scope of his employment by Dillon's Bus Service Inc. That action caused Mr. Hundley to abruptly apply the brakes of the bus to avoid a collision between the bus and the aforementioned automobile. That movement of the bus that resulted from that braking was not an ordinary and usual movement of the bus. At that time Plaintiff Belinda

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Vasquez was a passenger on that bus. The aforementioned automobile was driven by a person whose identity is unknown and cannot be determined, and therefore that person was and is an uninsured motorist, and the vehicle driven by that person was and is an uninsured motor vehicle. The action by the driver of that automobile, as described in this paragraph, was negligent, and was an actual cause and a proximate cause of the aforementioned response by Mr. Hundley, and was an actual and proximate cause of the motor vehicle accident and events which are the subject of this case. In this case, Plaintiff Belinda Vasquez is legally entitled to recover from that uninsured motorist, unless the Plaintiff's claims are barred by contributory negligence.

3. Defendants Dillon's Bus Service and Defendant Hundley were not negligent with regard to the accident and events which are the subject of this case.

4. Within ten (10) days of the execution of this agreement, the Plaintiff shall dismiss with prejudice the Plaintiff's claims against Defendant Dillon's Bus Service and Defendant Hundley. At trial, any party may use the discovery deposition of Mr. Hundley as though he was still a party at trial.

5. Defendant Government Employees Insurance Company is, and

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was on the date of the February 27, 2008 accident and events which are the subject of this case, an insurance company licensed to engage in the insurance business in Maryland. At the time of that February 27, 2008 accident and events, Defendant Government Employees Insurance Company was an insurer that had in full force and effect a contract of automobile insurance which insured Plaintiff Belinda Vasquez. Said contract of insurance was subject to, and in compliance with, applicable laws of Maryland. Under the terms of Defendant Government Employees Insurance Company's aforementioned automobile insurance policy, Defendant Government Employees Insurance Company was and is obligated to pay Plaintiff Belinda Vasquez for the damages she is legally entitled to recover from the owner or operator of an uninsured motor vehicle, to the monetary extent set forth below.

6. Defendant American Home Assurance Company is, and was on the date of the February 27, 2008 accident which is the subject of this case, an insurance company licensed to engage in the insurance business in the District of Columbia. At the time of that February 27, 2008 accident and events, Defendant American Home Assurance Company was an insurer that had in full force and effect, a contract of automobile insurance which insured the bus on which

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Plaintiff Belinda Vasquez was a passenger at the time of the accident which is the subject of this case. Said contract of automobile insurance was subject to, and in compliance with, the applicable laws of the District of Columbia. Under the terms of Defendant American Home Assurance Company's aforementioned automobile insurance policy, Defendant American Home Assurance Company was and is obligated to pay Plaintiff Belinda Vasquez for the damages she is legally entitled to recover from the owner or operator of an uninsured motor vehicle, to the monetary extent set forth below.

7. With regard to the uninsured motorist insurance described in paragraphs 5 and 6, above, Defendant American Home Assurance Company provides primary coverage of forty thousand dollars ($40,000), and Defendant Government Employees Insurance Company's provides secondary coverage of sixty thousand dollars ($60,000). Therefore, Defendant American Home Assurance Company provides the Plaintiff with uninsured motorist coverage regarding any final judgment in amounts from zero dollars ($0) to forty thousand dollars ($40,000.00); and, Defendant Government Employees Insurance Company provides the Plaintiff with uninsured motorist coverage regarding any final judgment in amounts from forty thousand dollars and one cent ($40,000.01) to one hundred

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thousand dollars ($100,000.00). Thus, by way of example and not by limitation, if the jury's verdict results in a final judgment for the Plaintiff in the amount of fifty five thousand dollars ($55,000.00), Defendant American Home Assurance Company will pay the first forty thousand ($40,000.00) of that fifty five thousand ($55,000.00), and Defendant Government Employees Insurance Company's will pay the remaining fifteen thousand dollars ($15,000.00) of that fifty five thousand dollars ($55,000.00). Immediately upon the delivery of the jury's verdict in this case, unless the jury finds that the Plaintiff's claims are barred by contributory negligence, judgments shall be entered against Defendant American Home Assurance Company and/or Defendant Government Employees Insurance Company in accordance with this agreement and these stipulations.

8. This agreement and these stipulations eliminate the Plaintiff's burden to prove at trial any aspect of the uninsured motorist aspects of this litigation. Therefore, the only issues to be litigated at trial shall be: 1.) the allegation that the Plaintiff's claims are barred by contributory negligence, and 2.) the nature, extent, and causation of the injuries and damages claimed by the Plaintiff.

9. This agreement and these stipulations shall not eliminate

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or impair the right of any party to file post-trial motions or appeals. The obligation of Defendant American Home Assurance Company and Defendant Government Employees Insurance Company to pay as described above shall be determined upon the conclusion of all post-trial events including but not necessarily limited to any post-trial motions, appeals, and re-trials.

Respectfully Submitted,

Timothy Howie /CSE

Timothy E. Howie, Esq.
HARTEL, KANE,
DeSANTIS & HOWIE, LLP
Calverton Office Park
11720 Beltsville Drive,
Suite 500
Beltsville, Maryland 20705
Counsel for Plaintiff
Belinda Vasquez

Carmen Martorana /CSE

Carmen J. Martorana, Esq.
Geico Staff Counsel
962 Wayne Ave., Suite 200
Silver Spring, MD 20910
Counsel for Defendant Geico

Robert McGinley /CSE

Robert G. McGinley, Esq.
THE LAW OFFICES OF ROBERT G. McGINLEY, P.C.
17251 Melford Blvd.,
Suite 200
Bowie, MD 20715
Counsel for Defendants Dillon's Bus Service, Jerry Hundley and American Home Assurance Company

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IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

BELINDA VASQUEZ
15809 Pinecroft Lane
Bowie, MD 20716

Plaintiff,

v.

DILLON'S BUS SERVICE, INC.
11 E. Chase St.
Baltimore, MD 21202

SERVE ON:

Registered Agent
CSC-LAWYERS INCORPORATING
SERVICE COMPANY
Suite 1660
7 St. Paul St.
Baltimore, MD 20212

and

JERRY HUNDLEY
9706 Bald Hill Rd.
Bowie, MD 20721

and

GOVERNMENT EMPLOYEES
INSURANCE COMPANY
P.O. Box 9505
Fredericksburg, VA 22403

SERVE ON:

Maryland Insurance
Commissioner
200 St. Paul Plaza
Suite 2700
Baltimore, MD 21202

and

AMERICAN HOME ASSURANCE
COMPANY

FILED

SEP 27 2011

CLERK OF THE CIRCUIT COURT
FOR PRINCE GEORGES COUNTY, MD.

CASE NO.: CAL11-02578

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5924 North 15th Street
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70 Pine Street :
New York, NY 10270 :
:
SERVE ON: :
:
Maryland Insurance :
Commissioner :
200 St. Paul Plaza :
Suite 2700 :
Baltimore, MD 21202 :
:
Defendants. :
:

AMENDED COMPLAINT

COMES NOW the Plaintiff, Belinda Vasquez, by counsel, Timothy E. Howie and the law firm of HARTEL, KANE, DeSANTIS & HOWIE, LLP, and sues Dillon's Bus Service, Inc., Jerry Hundley, American Home Assurance Company, a member of American Internal Group, Inc. and Government Employees Insurance Company for compensatory damages, and in support thereof states as follows:

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to title 4 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

Facts

2. On or about February 27, 2008 at or about 8:00 a.m., Plaintiff was passenger seated in the first row behind the driver on a commuter bus operated by Coach American Holdings d/b/a Dillon's Bus Service, Inc., in the District of Columbia,

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at or near the intersection of K Street and 17th Street, Northwest.

3. At all relevant times, the bus on which Plaintiff was a passenger was being driven by Jerry Hundley within the scope of his employment with, and while acting as an agent of, Defendant Dillon's Bus Service, Inc.

4. At about the same time and place, the driver of the commuter bus operated by Dillon's Bus Service Inc., on which Plaintiff was a seated passenger, accelerated unreasonably, abruptly, and in an unsafe manner.

5. At about the same time and place, an unidentified motorist abruptly, violently, and without warning swerved in to the lane and in front the commuter bus operated by Dillon's Bus Service, Inc., on which Plaintiff was a seated passenger.

6. At about the same time and place, the driver of the commuter bus operated by Dillon's Bus Service Inc., on which Plaintiff was a seated passenger, unreasonably, abruptly, and in an unsafe manner, slammed the brakes causing the bus to jerk and stop with unusual and extraordinary force and in a manner that far exceeds the usual incidents of operation of the vehicle.

7. As a result of the maneuvers of the unidentified motorist and the driver of the commuter bus operated by Dillon's Bus Service, Inc., on which Plaintiff was a seated passenger,

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the Plaintiff was violently thrown from her seat and landed head first in the stairwell.

Count I
Negligence of Defendant Jerry Hundley

8. Plaintiff incorporates by reference herein each and every allegation set forth above and further states:

9. Defendant Jerry Hundley, individual and as an employee, servant, and/or agent of Defendant Dillon's Bus Service, Inc., was negligent by failing to keep a proper lookout, failing to keep an assured safe distance, failing to pay full-time attention to the operation of the vehicle, failing to keep properly control of the vehicle, slamming the brakes and causing the bus to jerk and stop with unusual and extraordinary force and in a manner that far exceeds the usual incidents of operation of the vehicle, and otherwise by operating the vehicle in the negligent and careless manner in violation with the traffic rules and regulations then and there in full force and effect.

10. As an actual, direct and proximate cause of the negligence of Defendant Jerry Hundley, individually and as an employee, agent, and/or servant of Defendant Dillon's Bus Service, Inc., Plaintiff suffered and incurred physical injury, emotional injury, mental injury, permanent injury, permanent and

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continuing symptoms, permanent disability and limitations, medical expenses, and loss of income.

WHEREFORE, Plaintiff Belinda Vasquez seeks judgment in her favor and against Defendants Dillon's Bus Service, Jerry Hundley, American Home Assurance Company, and Government Employees Insurance Company, jointly and severally, in the amount of three hundred thousand dollars ($300,000.00), with costs and interest from February 27, 2008.

Count II
Negligence of Defendant Dillon's Bus Service, Inc.

11. Plaintiff incorporates by reference herein each and every allegation set forth above and further states:

12. At the time of the accident, Jerry Hundley was acting as the employee, agent, and/or servant of Defendant Dillon's Bus Service, Inc., and Defendant Dillon's Bus Service, Inc. was the individual employer, master, and principal, and/or master of Defendant Jerry Hundley.

13. Defendant Dillon's Bus Service, Inc. is vicariously liable for the negligence of Defendant Jerry Hundley.

WHEREFORE, Plaintiff Belinda Vasquez seeks judgment in her favor and against Defendants Dillon's Bus Service, Jerry Hundley, American Home Assurance Company, and Government Employees Insurance Company, jointly and severally, in the

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amount of three hundred thousand dollars ($300,000.00), with costs and interest from February 27, 2008.

COUNT III
Breach of Contractual and/or Statutory Duty, Failure to Pay Uninsured Motorist Benefits - GEICO

14. Plaintiff incorporates by reference herein each and every allegation set forth above and further states:

15. Defendant Government Employees Insurance Company is an insurance company licensed to engage in the insurance business in Maryland.

16. At the time of the February 27, 2008 accident, Defendant Government Employees Insurance Company was an insurer that had in full force and effect, a contract of insurance with Plaintiff Belinda Vasquez. Said contract of insurance was represented to be in compliance with applicable laws in Maryland and contained uninsured motorist protection.

17. Under the terms of Defendant Government Employees Insurance Company's automobile insurance policy issued to Plaintiff Belinda Vasquez, Defendant Government Employees Insurance Company was and is obligated to pay Plaintiff Belinda Vasquez for the damages she is legally entitled to recover from the owner and/or operator of an uninsured motor vehicle that causes an accident.

18. On February 27, 2008 a vehicle whose owner or operator cannot be identified, abruptly, violently, and without warning

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swerved in to the lane and in front the commuter bus operated by Dillon's Bus Service Inc., on which Plaintiff Belinda Vasquez was a seated passenger.

19. The owner and/or operator of the vehicle that cut off the commuter bus on which plaintiff was a passenger fled the scene, and therefore the owner and operator of that vehicle are unknown.

20. The owner and/or operator of the vehicle that cut off the commuter bus on which Plaintiff was a passenger and fled the scene is uninsured and/or underinsured pursuant to the terms of Defendant Government Employees Insurance Company's automobile insurance policy insuring Plaintiff and pursuant to applicable law.

21. Plaintiff has complied with the terms of the aforementioned automobile insurance policy and is entitled to be paid by Defendant Government Employees Insurance Company for any and all damages sustained by her resulting from the negligence of the operator of the uninsured motor vehicle.

22. Plaintiff has demanded payment from Defendant Government Employees Insurance Company pursuant to the terms of Defendant Government Employees Insurance Company policy for any and all damages sustained by her as a result of the negligence of the operation of the vehicle that cut off the commuter bus on which Plaintiff was a passenger.

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23. Defendant Government Employees Insurance Company has breached its contract with Plaintiff by refusing or otherwise failing to pay her all of the damages she is entitled to recover as a result of the negligence of the owner and/or operator of the vehicle that cut off the commuter bus on which Plaintiff was a passenger.

WHEREFORE, Plaintiff Belinda Vasquez seeks judgment in her favor and against Defendants Dillon's Bus Service, Jerry Hundley, American Home Assurance Company, and Government Employees Insurance Company, jointly and severally, in the amount of three hundred thousand dollars ($300,000.00), with costs and interest from February 27, 2008.

COUNT IV
Breach of Contractual and/or Statutory Duty, Failure to Pay Uninsured Motorist Benefits - American Home Assurance Company

24. Plaintiff incorporates by reference herein each and every allegation set forth above and further states:

25. Defendant American Home Assurance is an insurance company licensed to engage in the insurance business in Maryland.

26. At the time of the February 27, 2008 accident, Defendant American Home Assurance Company was an insurer that had in full force and effect, a contract of insurance with Coach America Holdings, Inc., d/b/a Dillon's Bus service. Said contract of insurance was represented to be in compliance with

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applicable laws in Maryland and the District of Columbia and contained uninsured motorist protection.

27. Under the terms of Defendant American Home Assurance Company's automobile insurance policy issued to Defendant Dillons' Bus Service, Defendant American Home Assurance Company was and is obligated to pay Plaintiff Belinda Vasquez for the damages she is legally entitled to recover from the owner and/or operator of an uninsured motor vehicle that causes an accident.

28. On February 27, 2008 a vehicle whose owner or operator cannot be identified, abruptly, violently, and without warning swerved in to the lane and in front the commuter bus operated by Dillon's Bus Service Inc., on which Plaintiff Belinda Vasquez was a seated passenger.

29. The owner and/or operator of the vehicle that cut off the commuter bus on which plaintiff was a passenger fled the scene, and therefore the owner and operator of that vehicle are unknown.

30. The owner and/or operator of the vehicle that cut off the commuter bus on which Plaintiff was a passenger and fled the scene is uninsured and/or underinsured pursuant to the terms of Defendant American Home Assurance Company's automobile insurance policy insuring Dillon's Bus Service, Inc. and pursuant to applicable law.

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31. Plaintiff has complied with the terms of the aforementioned automobile insurance policy and is entitled to be paid by Defendant American Home Assurance Company for any and all damages sustained by her resulting from the negligence of the operator of the uninsured motor vehicle.

32. Plaintiff has demanded payment from Defendant American Home Assurance Company pursuant to the terms of Defendant Government Employees Insurance Company policy for any and all damages sustained by her as a result of the negligence of the operation of the vehicle that cut off the commuter bus on which Plaintiff was a passenger.

33. Defendant American Home Assurance Company has breached its contract with Dillon's Bus Service, of which Plaintiff is a third party beneficiary, by refusing or otherwise failing to pay Plaintiff all of the damages she is entitled to recover as a result of the negligence of the owner and/or operator of the vehicle that cut off the commuter bus on which Plaintiff was a passenger.

WHEREFORE, Plaintiff Belinda Vasquez seeks judgment in her favor and against Defendants Dillon's Bus Service, Jerry Hundley, American Home Assurance Company and Government Employees Insurance Company, jointly and severally, in the amount of three hundred thousand dollars ($300,000.00), with costs and interest from February 27, 2008.

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Respectfully Submitted,

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REQUEST FOR JURY TRIAL

The Plaintiff requests a trial by jury as to all issues herein.

Timothy E. Howie, Esq.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23 day of September, 2011, I served a copy of the foregoing by first class U.S. mail to:

Robert G. McGinley, Esq.
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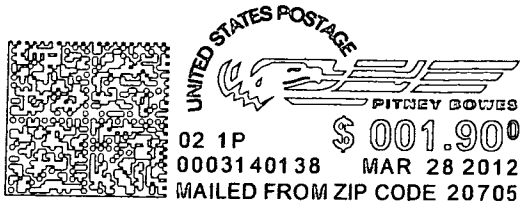

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