BROWN McGARRY NIMEROFF LLC

BY: Andrew C. Eckert, Esquire

Attorney I.D. No. 203130

158 W. Gay Street, Suite 200

West Chester, Pennsylvania 19380

(610) 755-3311

Attorney for Plaintiff Crawford's Auto Center, Inc.



CRAWFORD'S AUTO CENTER, INC.

302 West Uwchlan Avenue

Downingtown, PA 19335

IN THE COURT OF COMMON PLEAS

CHESTER COUNTY, PA

vs. NO. 2020-09159-CV

BILLY RAY HAMILTON 12 Scaleby Lane West Chester, PA 19382

NOTICE TO DEFEND

TO: Billy Ray Hamilton c/o Joseph Branca, Esquire Law Office of Lester G. Weinraub 660 W. Germantown Pike - Suite 100 Plymouth Meeting, PA 19462

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERAL SERVICE / CHESTER COUNTY BAR ASSOCIATION 15 West Gay Street, Second Floor West Chester, PA 19380 BROWN McGARRY NIMEROFF LLC BY: Andrew C. Eckert, Esquire Attorney I.D. No. 203130 158 W. Gay Street, Suite 200 West Chester, Pennsylvania 19380 Attorney for Plaintiff Crawford's Auto Center, Inc.



CRAWFORD'S AUTO CENTER, INC.

302 West Uwchlan Avenue Downingtown, PA 19335

(610) 755-3311

IN THE COURT OF COMMON PLEAS

CHESTER COUNTY, PA

vs. NO. 2020-09159-CV

BILLY RAY HAMILTON 12 Scaleby Lane West Chester, PA 19382

COMPLAINT

- 1. Crawford's Auto Center, Inc. ("Crawford's") is a corporation organized and existing under Pennsylvania law, with a principal place of business located at 302 West Uwchlan Avenue, Downingtown, PA 19335.
- 2. Billy Ray Hamilton ("Hamilton") is an adult individual with a residence of 12 Scaleby Lane, West Chester, PA 19382.
- 3. Karl Schreiter ("Schreiter") is an adult individual with a residence of 7 Raleigh Drive, Downingtown, PA 19335 and owner of a 2013 Subaru Forester, VIN #JF2SHABC3DDH402408 ("vehicle").
- 4. On or about June 1, 2020, Hamilton and Schreiter were involved in a motor vehicle accident at or near the intersection of W. Uwchlan Ave. and E. Lancaster Ave., Downingtown, Pennsylvania.

- 5. At all relevant times, Schreiter was operating his vehicle with the right of way and within all relevant rules of the road, when Hamilton failed to maintain proper control of his vehicle and struck the rear of the Schreiter vehicle.
- 6. As a result of the impact, Hamilton caused property damage to the Schreiter vehicle.
- 7. The motor vehicle accident was caused by the negligence and carelessness of Hamilton, and which consisted of the following:
 - a. Failing to have his motor vehicle under proper and adequate control under the circumstances;
 - b. Disregarding the rights, safety, point and position of the Schreiter vehicle;
 - c. Failing to keep a proper lookout;
 - d. Failing to yield the right of way;
 - e. Failing to note the point and position of the Schreiter vehicle; and
 - f. Failing to maintain control of his vehicle at all times.
- 8. On or about June 1, 2020, Schreiter brought the vehicle to Crawford's for repair of damage including, but not limited to, the rear of the vehicle.
- 9. On or about June 1, 2020, Schreiter signed Crawford's Contract of Repair and Repair Authorization. The Contract of Repair and Repair Authorization is attached hereto and incorporated herein as **Exhibit "A"** ("Repair Contract").
- 10. Crawford's commenced repair of the vehicle thereafter. The total amount incurred upon completion of the repairs was \$13,462.56.
- 11. All repairs incurred were necessary and reasonable and as a result of the subject motor vehicle.
- 12. Crawford's Final Repair Bill, evidencing all repairs and charges, is attached hereto and incorporated herein as **Exhibit "B."**

- 13. Hamilton and/or Hamilton's agent, on his behalf, paid \$7,182.27.
- 14. Despite repeated demand, Hamilton and/or Hamilton's agent have failed to pay the outstanding balance of \$6,280.29.
- 15. On or about July 2, 2020, Schreiter and Crawford's entered into an Assignment of Proceeds. The Assignment of Proceeds is attached hereto and incorporated herein as **Exhibit "C."**
- 16. To date, the charges reflected in the Crawford's Final Bill remain outstanding, for which Hamilton is obligated to pay.
- 17. Pursuant to the Assignment of Proceeds, Schreiter has assigned his rights to collect those amounts owed to Plaintiff Crawford's Auto Center, Inc.
- 18. At all material times, the repairs were made in accordance with the contract, specifications and design, industry code, standards and practices.
- 19. Defendant owes Crawford's for the repairs performed to the vehicle as a result of Hamilton's negligence and which repairs, and charges stemming therefrom were reasonable and necessary.

<u>COUNT I - NEGLIGENCE</u> CRAWFORD'S V. HAMILTON

- 20. Plaintiff Crawford's Auto Center, Inc., hereby incorporates by reference the preceding paragraphs as though fully set forth herein.
- 21. At all times relevant hereto, Hamilton owed a duty and an obligation to operate his motor vehicle in a safe, reasonable and prudent manner so as not to cause injury and/or property damage.

22. The aforesaid collision was caused by the negligence and carelessness of

Hamilton as more fully described above.

23. As a result of the foregoing negligence and carelessness of the Defendant,

Plaintiff has suffered economic damages in the way of unreimbursed repair charges, as

reflected in the Crawford's Final Bill.

24. There remains an outstanding balance of outstanding balance of \$6,280.29.

as reflected in the July 2, 2020 Crawford's Final Bill, for which Hamilton is obligated.

WHEREFORE, Plaintiff, Crawford's Auto Center, demands judgment against

Defendant Hamilton in the amount of \$6,280.29.

BROWN MCGARRY NIMEROFF LLC

DATE: December 22, 2020 BY:

BY: /s/ Andrew C. Eckert

Andrew C. Eckert, Esquire Attorney for Plaintiff

VERIFICATION

I, Steve Behrndt, on behalf of Crawford's Auto Center Inc., hereby depose and state that I am authorized to make this verification for the same. I have read the foregoing, and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements made herein are subject to the penalties of 18 Pa.C.S.A., § 4904, relating to unsworn falsification to authorities.

DATE: <u>12/22/2020</u>

Crawford's Auto Center, Inc.

EXHIBIT "A"

Crawford'S AUTO CENTER, INC.

302 West Uwchlan Avenue •

Downingtown, PA 19335 • 24 hr. Towing 610-363-9111

PHONE: 610-269-1610

FAX: 610-269-7513 • http://www.crawfordsac.com

CONTRACT OF REPAIR AND REPAIR AUTHORIZATION

Karl Schreiter Jr of repair due to collision or other type of damage. I desire to have repairs made to the Vehicle and Crawford's Auto Center, Inc. ("Repair Facility") has agreed to perform those repairs pursuant to the terms set forth below:

1. Authorization

Customer expressly represents and warrants that Customer has the lawful right to authorize repairs to be made to the Vehicle, whether by right of ownership, leasehold interest, or direct authorization from the owner of the Vehicle. Customer authorizes Repair Facility to dismantle vehicle for the purpose of analyzing damages and repairs and further authorizes Repair Facility to move, test drive, or otherwise operate the Vehicle for purposes of repairing the Vehicle and determining its functionality.

2. Payment

Customer agrees to pay for repairs, parts, fees, taxes, services/administrative services and charges, which may include charges for towing and/or protective care and custody of the vehicle ("Repair Costs"). Repair Facility shall present Customer with a final invoice at the close of repairs that identifies all Repairs Costs, parts, fees, taxes, services, and charges for the repair. Repairer will identify any proceeds or payments received for the Repair Costs and any outstanding balance, which must be paid by Customer at the time the Vehicle is released from Repair Facility. In the event Customer fails to pay any or all amounts identified on the final invoice, such amounts may be subject to a monthly service charge of 1.5%. Any unpaid balances that require collection are subject to reasonable attorneys' fees and costs of collection.

Customer gives limited power of attorney to Repair Facility for the specific purpose of signing authorization forms and checks/drafts for deposit towards the customer's repair. In the event a third party is paying for repairs Customer authorizes direct payment to be issued

Customer agrees and acknowledges Repair Facility is entitled to maintain possession of the Vehicle until Repair Facility is paid in full for the Repair Costs. See Associates Fin. Servs. Co. v. O'Dell, 417 A.2 604 (Pa. 1980),

3. Repair Process

Damage Analysis

Customer agrees to pay for repairs to the Vehicle specified by Repair Facility's analysis of damage and expected repair cost ("Damage Analysis"), a copy of which has been provided to Customer and is incorporated herein by reference as if fully rewritten herein, as may be required by law, and discussed with and approved by Customer prior to the performance of repairs.

Additional Damage

Additional damage may be discovered and the need for additional repairs not included on the Damage Analysis may become necessary during the course of repair. In that event, Repair Facility may provide a supplemental Damage Analysis or may incorporate the additional repairs into a revised version of the original Damage Analysis.

4. Assignment of Proceeds

If, as a result of a contract of insurance or some other legal right, Customer anticipates an insurer may be required to reimburse Customer for some or all of the payment for repairs, Customer agrees to assign the proceeds and/or benefits of that contract or right to Repair Facility. Repair Facility may require Customer to sign a separate Assignment of Proceeds document, which is incorporated herein by reference, if Repair Facility so elects. Otherwise, if no separate Assignment of Proceeds document is executed, then this provision shall operate as the Customer's express agreement to Assign Proceeds and/or benefits payable by an insurer or third party to coppir Facility for the repair-related costs, expenses, services, and charges set forth in Section 2.

(Gustomer initial) I understand that Repair Facility, in the exercise of professional judgment, may repair my vehicle using better parts or safer repair techniques than those designated by my insurer or a responsible third party. My insurer or a responsible third party may deny payment for repairs Repair Facility deems necessary in the exercise of professional judgment. I understand and agree that I will be financially responsible for all repair services provided to me, which may include charges for towing and storage, as they are listed on the final invoice, even if payment is denied by my insurer or a responsible third party.

I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE FOR ALL CHARGES NOT OTHER WISE PAID.

5. Insurer Involvement

Customer acknowledges that an insurer may not have the same desires or interests in the repair of the Vehicle that Customer or Repair Facility have. An insurer may only be concerned with costs and keeping the repairs to the Vehicle as low and economical as possible, which may interfere with Customer's and Repair Facility's interest in obtaining and providing a safe, proper, and satisfactory repair. Repair Facility's commitment regarding the repair is to Customer.

Customer recognizes that Repair Facility has no obligation to work with any insurer, allow insurer employees, agents, adjusters, or representatives on Repair Properties' premises, "negotiate" damage to be repaired, parts to be used, repair techniques to be applied, or any labor rate or charges with an insurer, or to accept repair estimates prepared by an insurer or its agents. Any discussions, information, or involvement Repair Facility has with any insurer regarding Customer's Vehicle repair is performed exclusively as a courtesy to Customer. To streamline the repair process, it may be advantageous for both Customer and Repair Facility if Repair Facility has contact

with an interested insurer. However, Repair Facility is under no obligation to have contact with any insurer and may rescind such contact at any time, for any reason, or no reason.

6. Effects of Repairs With Parts Other Than New OEM Parts

a. Lease or Finance Agreement Violation

Customer understands that allowing repairs of the Vehicle to be made with parts made by an entity that is NOT the manufacturer of the Vehicle (which may be called imitation crash parts, non-original equipment manufacturer parts, or aftermarket parts") or salvage parts (which may be called "LKQ" or by some other designation) may place Customer in violation of the terms of a lease agreement or finance agreement concerning the Vehicle.

Decrease in Value

Customer acknowledges that allowing repairs of the Vehicle to be made with other than new original equipment manufacturer ("OEM") parts may adversely affect the value of the Vehicle.

c. Parts Warranty

Customer acknowledges that allowing repairs of the Vehicle to be made with other than new OEM parts adversely impact Customer's ability to have warranty repairs provided and paid for by the manufacturer or distributor in the event of a defect or problem. In addition, salvage parts typically do not carry any existing warranty.

d. Parts Election

Concurrently with this agreement, Customer has executed an election of parts to be used in the repair of Vehicle which is incorporated herein by reference as if fully rewritten herein.

7. Recognition of Lost Opportunity and Right to Expectancy Damages

Customer recognizes and acknowledges that by undertaking this agreement to repair the Vehicle, Repair Facility will have lost the opportunity to accept other repair contracts and perform other repairs by designating personnel and dedicated resources to the preparation for and engagement of the repair of the Vehicle. Therefore, in the event Customer decides to breach this agreement, or is persuaded to breach this agreement by a third party (even one privileged to interfere with a contract between Customer and Repair Facility), Repair Facility shall be entitled to the full measure of the cost of repairs, parts, fees, taxes, services, and charges, including charges for towing and/or storage, expected to be paid in the performance of this agreement, together with interest accruing at the statutory rate from the date of the breach.

8. Right to Refuse Repair Techniques or to Install Certain Parts

Even if Customer authorizes the Vehicle to be repaired with parts other than new OEM parts, or utilizing certain repair procedures or techniques (e.g. "clipping"), Repair Facility, in the exercise of professional judgment, has the right to refuse to install any part or perform any procedure Repair Facility (and any member of its staff) believe to unsafe or unethical.

9. Workmanship Warranty

Repair Facility warrants to Customer that the workmanship of the repairs performed on the Vehicle will be defect-free for a period of One (1) year from the date the Vehicle is released to Customer, and Repair Facility will correct any defects in workmanship at no charge to Customer within that timeframe. Customer must notify Repair Facility of the defect and provide Repair Facility with an opportunity to remedy the problem.

This warranty is provided for Repair Facility's workmanship only and does not extend to any parts, whether new OEM, new imitation crash parts, or salvage parts, used in the repair of the Vehicle.

10. Abandonment of Vehicle

Customer understands and acknowledges it is unlawful to abandon a vehicle pursuant to 75 Pa C.S.A. 3712(b). Customer specifically warrants and agrees he/she shall not abandon the Vehicle at Repair Facility.

11. Defense and Indemnification

In the event Customer's insurer asserts a claim, cause of action and/or commences suit, including but not limited to, for monetary damages or writ of replevin, against Repair Facility for any reason arising out of repair of the vehicle or the rights arising from the Contract of Repair and Repair Authorization, including payment of Repair Costs, Customer agrees to indemnify, defendant and hold harmless Repair Facility from any and all damage resulting from, arising out of or occurring in connection with such claim. If any claim shall be made for any damages, Customer agrees to indemnify, defend and hold harmless Repair Facility from and against any such claim and all loss, expense and damage or injury, including attorney's fees that Repair Facility may sustain as a result of such claim. Customer agrees to assume on behalf of Repair Facility, a defense through counsel of any action in law or equity that may be brought against Repair Facility upon such claim and to pay on behalf of Repair Facility the amount of any settlement or judgement.

12. Entire Agreement

This document (including such documents as may be incorporated herein by reference) sets forth the entire terms of this agreement. This agreement may not be altered orally and may only be altered by an agreement in writing signed by both parties.

13. Severability

If any clause or provision herein contained operates or would prospectively operate to invalidate this agreement in whole or in part, then such clause or provision shall be stricken from this agreement, and the remainder of this agreement shall remain operative and in full force and effect.

14. Governing Law and Venue

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Pennsylvania. Any action for the breach of enforcement of this action shall be brought exclusively in a court in Chester County, Pennsylvania.

Entered into this day of fluid	, 2020
x /// /	4-1.20
Custome Signature	Date
Crawford's Auto Center, Inc.	-

EXHIBIT "B"

Crawford's Auto Center, INC.

302 West Uwchlan Avenue • Downingtown, PA 19335 • 24 hr. Towing 610-363-9111

PHONE: 610-269-1610 • FAX: 610-269-7513 • http://www.crawfordsac.com

July 2, 2020

RO# 6767

Karl Schreiter 7 Raleigh Drive Downingtown, PA 19335

> Repair damages on 2013 Subaru Forester JF2SHABC3DH402408 Nationwide Claim # 585872-GK-2

Total Due..... 13,462.56 Less Payments Received: Ck # 15261995 5,475.07 15286016 Ck # 492.23 Less Pending Payment: Supplement of Record 3 1.214.97 Total Balance Due 6,280.29

Crawford's Auto Center, Inc. 302 W. Uwchlan Ave, Downingtown, PA 19335 610-269-1610 Fax 610-269-7513

FINAL BILL for Repair Order Number: 6767

Date07/02/2020

Karl Schreiter
7 Raleigh Drive

Downingtown,PA 19335-1103 Home 610-873-0520

Work -Cell 2013 Subaru Forester Camellia Red Pearl 4cyl Gasoline 2.5 DO

Vin: JF2SHABC3DH402408 License: 00484VU

License: 00484VU Mileage In: Out:

Completion Date : Claim Number:

Insurance Company: Nationwide

Type Parts Other Body	Operation	Part #	Description *Decontaminate Covid19	Retail \$25.00
Parts New Body		51439SC0409P	Pnl,Qtr (in Window Opn RT	\$574.95
Parts New Parts New Body		J1010SC005 SOA3681002	Guard,Mud RT N/Plate,Tailgate	\$40.30 \$5.95
Parts New Parts New Body		59122SC020 57707SC080	Extn,RR Bumper Outer RT Brkt,Rear Bumper Mtg RT	\$27.57 \$11.23
Parts New Parts New Parts New Parts AM Body		8428.1SC000	Reflector,Rear Bumper RT CORROSION PROTECTION FLEX ADDITIVE MASKING FOR PRIMER	\$12.83 \$20.00 \$12.00 \$5.00
Parts Other Body			CAVITY WAX	\$5.00
Parts New Body			COVER FOR OVERSPRAY	\$5.00
Sublet Parts Other			BOOTH ENERGY CHARGE *PRE SPANESI ANALYSIS	\$50.00 \$150.00
Parts New Body		91163SC021	Tape,Rear Door RT	\$51.53
Parts New Parts New Body		72651AG031 93073SC110	Grille,Vent RT N/Plate,Tailgate	\$40.85 \$56.40
Parts New Body		93033SC001	Emblem,Tailgate	\$56.40
Parts New Body		51479SC0009P	Pocket,Tllmp Opening RT	\$58.37
Parts New Parts New Parts New		84912SC121 57704SC010 909140059	Lens,Taillamp RT Cover,Rear Bumper Clip,Rear Bumper LT	\$242.95 \$299.95 \$2.05

Туре	Operation	Part #	Description	Retall
Parts New		909140059	Clip,Rear Bumper RT	\$2.05
Parts New		909140007	Clip,Rear Bumper	\$15.90
Parts New		57707SC060	Brkt,Rear Bumper Mtg RT	\$18.37
Parts New		E775SSC000	Pad,Rear Bumper Step	\$69.95
Parts AM			WELD THU PRIMER	\$10.00
Body				
Sublet			HAZARDOUS WASTE DISPOSAL	\$5.00
Parts New			2 Rivets at Fuel Door	\$3.46
Body			2 Million at 1 doi 2001	40.10
Parts New		909150031	Clip,W/S Garnish Mldg LT	\$9.20
Parts New		98281\$A430	Label, Center Pillar RT	\$4.47
		9020 1 3A430	Label, Celital Fillal IVI	φ4.47
Body Darta Navy		000700000	Ministra Tallesta	\$24.02
Parts New		93073SC000	N/Plate,Tailgate	\$34.83
Body			27 00 1	#00 OF
Sublet			Vin Sticker	\$99.95
Body		0		25.01
Sublet			Vin Stiker Shipping	\$5.34
Parts New			Rubber Seal Gate Garnish M	\$10.00
Sublet		SUBLET	Glass, Quarter Shaded RT	\$87.75
Sublet		SUBLET	Glass,Tailgate Heated	\$128.25
Parts New			Exhaust Gasket #44011AE010	\$10.22
Parts AM			WELDING MATERIALS	\$20.00
Parts New			Refinishing Matl Required	\$723.60
Parts New			Allied Matl Required	\$394.36
Parts Other			POST SPANESI ANALYSIS	\$150.00
MECH	R & I		Muffler Assembly RT	•
MECH	R&1		Shield, Heat RT	
BODY	R&1		Compt, Interior	
PAINT	REFINISH		Panel, Bodyside Front RT	
BODY	R&I		Panel,Inner Cowl Trim RT	
BODY	R&I		Seat Assembly,Rear	
BODY	R&I		Seatbelt,Rear RT	
BODY	REPAIR		Panel,Rocker RT	
PAINT	REFINISH		Panel,Rocker RT	
BODY	R&I		Plate, Front Sill RT	
BODY	R&I		Plate,Rear Sill RT	
BODY	R&I		Insert,RR Sill Plate RT	
BODY	R&I		Pnl,Center Pir Trim LT	
BODY	R&I		Pnl,Center Pir Trim RT	
BODY	R&I		Pnl, Center Plr Trim RT	
BODY	R&I		7 1114 70 20 20 20 20 20 20 20 20 20 20 20 20 20	
BODY	R&I		V	
BODY	R&I		Bolster, Seat LT	
BODY	R&I		Bolster,Seat RT	
BODY	R&I		Mldg,W/S Garnish LT	
BODY	R&1		Mldg,W/S Garnish RT	

/ре	Operation	Part #	Description	Retail
YDC	REPAIR		Front Door R&I RT	
YCC	R&I		W/Strip,Front Door RT	
YOC	R&I		Striker, Front Lock RT	
TMIA	REFINISH		Pillar,Center RT	
YDC	REPLACE		Label, Center Pillar RT	
YOC	REPAIR			
			Rear Door R&I RT	
TNIA	BLEND		Door Shell,Rear RT	
YOC	R&1		W/Strip,Rear Door RT	
YDC	R & I		W/Strip,Belt Outer RT	
YDC	R & I		Pnl,Inner Door Trim RT	
DDY	REPLACE		Tape,Rear Door RT	
YOO	R&I		Striker, Rear Lock RT	
YOO	R & I		Handle,RR Door Outer RT	
YQC	R&I		Rail,Luggage Rack RT	
YOC	R&I		Roof Headliner R & I	
INT	REFINISH		Panel,Quarter RT	
INT	REFINISH		Edge Refinish Qtr	
YOU	REPLACE		Pnl,Qtr (in Window Opn RT	
YOC	REPAIR		Pnl,Qtr (in Window Opn RT	
INT	REFINISH		Door,Fuel Filler RT	
DY	R & 1		Door, Fuel Filler RT	
YDC	REPAIR		Pnl,Qtr-Rr Pan RT	
INT	REFINISH		Pnl,Qtr-Rr Pan RT	
TAIN	REFINISH		2 Tone Refinish	
YOU	REPAIR		Gutter, Tailgate RT	
INT	REFINISH		Gutter, Tailgate RT	
YQC	SUBLET		Glass, Quarter Shaded RT	
YOU	SUBLET		Glass,Quarter Shaded RT	
YOU	R&1		W/Strip,Body Side R/R	
ODY	R & I		Pnl,Inner Qtr Trim LT	
YOC	1 & S		Pnl,Inner Qtr Trim RT	
YGC	R&I			
			Pnl,Quarter Trim Upr LT	
YOC	R & 1		Pnl,Quarter Trim Upr LT	
YCC	R&I		Pnl, Quarter Trim Upr RT	
YOC	R&I		Pnl, Quarter Trim Upr RT	
YOC	REPAIR		Shell, Tailgate	
AINT	REFINISH		Shell,Tailgate	
AINT	REFINISH		Pnl,T/G Finish Upper	
YOC	R&I		Pnl,T/G Finish Upper	
ODY				
	REPLACE		N/Plate,Tailgate	
YDC	REPLACE		N/Plate,Taligate	
YOC	REPLACE		N/Plate,Tailgate	
YOC	REPLACE		Emblem,Tailgate	
YOC	SUBLET		Glass, Tailgate Heated	
YOC	SUBLET		Glass, Tailgate Heated	
YOC	R&I		Arm, Tailgate Wiper	
YQC	R & I		Motor, Tailgate Wiper	
YOU	R&I		PnI,T/G Inner Trim	
DDY	REPAIR		Panel,Rear Body	
INT	REFINISH		Panel,Rear Body	
YOC	R&I		Plate, Sill	
YGC	REPLACE		Pocket,Tilmp Opening RT	
INT	REFINISH		Pocket, Tilmp Opening RT	
INT	REFINISH		Edge Ref Pocket	
YOC	R&I		Lens, License Lamp LT	
YDC	R&!		Lens, License Lamp RT	
YOC	R & 1		Bulb, License Lamp LT	
YOC	R&1		Bulb, License Lamp RT	
YOC	R&I			
			Socket,License Lamp	
ODY	R & I		RR Bmpr Reinf R & I	
TNIA	REFINISH		Cover, Rear Bumper	
YDC	REPLACE		Brkt,Rear Bumper Mtg RT	
TMI	REFINISH		Prep Raw RR Bmpr Cvr	
TIMIT	REFINISH		Cover, Tow Hook Access	
INT	REPAIR			

Туре	Operation	Part #	Description	Retall	
FRAME	REPAIR		UNIBODY - FRAME ALIGNMENT		
BODY	REPAIR		CLEAN FOR DELIVERY		
BODY	R & I		TIRE-SPARE		
FRAME	REPAIR		SET-UP & MEASURE		
PAINT	REFINISH		COLOR TINT		
BODY	REPLACE		MASKING FOR PRIMER		
BODY	REPAIR		TEST DRIVE		
BODY	REPAIR		CLAMP MARKS REPAIR		
PAINT	REFINISH		CLAMP MARKS REFINISH		
BODY	REPAIR		SECTION PLATE @ L/ PILLER		
BODY	REPAIR		SECTION PLATE @ ROCKER		
BODY	REPAIR		SECTION PLATE @ SAIL PNL		
BODY	REPAIR		CAVITY WAX		
BODY	R&I		LICENSE PLATE		
BODY	REPAIR		R&I TIRE & WHEEL		
BODY	R&I		LAYBACK HARNESS		
PAINT	REPAIR		FINE LINE TAPE		
BODY	REPLACE		WELD THU PRIMER		
BODY	REPAIR		DISCONNECT BATTERY		
BODY	REPAIR		PREFIT/MEASURE WELDED PAN		
MECH	REPAIR		RESET ELECTRICAL COMP.		
BODY	REPLACE		COVER FOR OVERSPRAY		
BODY	SUBLET		BOOTH ENERGY CHARGE		
BODY	SUBLET		BOOTH ENERGY CHARGE	,	
PAINT	REFINISH		2/ TONE INTERIOR COLOR		
BODY	REPAIR	,	*PRE CODE SCAN		
BODY	REPAIR		POST CODE SCAN		
BODY	REPAIR		REMOVE FACTORY SEAMSEA		
BODY	REPAIR		CAMERA COLOR RETRIEVAL		
BODY	REPAIR		TEST WELDS		
BODY	REPAIR		*Decontaminate Covid19		
BODY	REPLACE		2 Rivets at Fuel Door		
BODY	SUBLET		Vin Sticker		
BODY	SUBLET		Vin Sticker		
BODY	SUBLET				
			Vin Sticker		
BODY	SUBLET		Vin Stiker Shipping		
BODY	SUBLET		Vin Stiker Shipping		
BODY	REPAIR		Lock Pillar Repair		
BODY	REPAIR		Inside Glass Opening Rep		
PAINT	REFINISH		Refinish Glass Opening		
BODY	REPAIR		Underside Floor		
PAINT	REFINISH		Underside Floor Refinish		
BODY	REPAIR		Test Fit Bumper TLA @ NQtr		
BODY	REPAIR		Seam Sealer to match OEM		
			DEPARTMENT HOURS	TOTALS	

71.8 25.5	@ \$85.00 @ \$85.00	\$6,103.00 \$2,167.50
8	@ \$95.00	\$760.00
1.2	@ \$95.00	\$114.00
		\$9,144.50
		\$3,179.74
		\$376.29
		\$12,700.53
		\$762.03
		\$13,462.56
	25.5 8	25.5 @ \$85.00 8 @ \$95.00

EXHIBIT "C"

Tawford'S AUTO CENTER, INC.

302 West Uwchlan Avenue • Downingtown, PA 19335 • 24 hr. Towing 610-363-9111

PHONE: 610-269-1610 • FAX: 610-269-7513 • http://www.crawfordsac.com

ASSIGNMENT OF PROCEEDS

THIS ASSIGNMENT OF PROCEEDS (this "Assignment"), is entered into this 2nd day of July 2020, by and among Karl Schreiter, 7 Raleigh Drive, Downingtown, PA 19335 (referred to as, "Assignor"), and Crawford's Auto Center, Inc., a collision repair facility having an office and address at 302 West Uwchlan Avenue, Downingtown, PA 19335 ("Assignee"; the term "Assignee" includes the Assignee hereunder, its successors and assigns).

WITNESSETH:

For and in consideration of the contract to undertake the repair of a 2013 Subaru Forester Vin # JF2SHABC3DH402408 ("motor vehicle"), which Assignor acknowledges he/she has the right of ownership, lease, and/or possession, and for the purpose of inducing Assignee to engage in repair activities and to secure payment, therefore, Assignor hereby absolutely and unconditionally transfers, assigns and sets over to Assignee, its successors and assigns, from and after the date hereof, all of Assignor's right, title and interest in and to all payments, monies, issues, and proceeds ("proceeds") due or that become due relating to the contract for repair, storage, towing, bailment, custody, or associated charges for the motor vehicle that may be paid by some person or entity other than Assignor.

In connection with and as part of the foregoing assignment, the respective parties hereby make the following grants, covenants, agreements, representations and warranties:

- Assignee shall have the right, power and authority: (a) to notify any and all persons or entities that all Proceeds are to be paid directly to Assignee; (b) to settle, compromise or release, on terms acceptable to Assignee, in whole or in part, any amounts owing on the Contract for Repair and associated costs; (c) to enforce payment of Proceeds and to prosecute any action or proceeding, and to defend legal proceedings, with respect to any and all Proceeds, and to extend the time of payment, make allowances, adjustments and discounts; and/or (d) to enforce all other rights of the Assignor with respect to securing payment of Proceeds.
- Assignee shall have the right, power and authority to use and apply any Proceeds received hereunder for the payment of any and all reasonable costs and expenses incurred in connection with enforcing or defending the terms of this Assignment or the rights of Assignee hereunder, and collecting any Proceeds.

- 3. Exercise or nonexercise by Assignee of the rights granted in this Assignment, or collection and application of Proceeds, by Assignee or its agent shall not be a deemed a waiver of any rights Assignee has under the Contract of Repair.
- 4. Assignor expressly agrees that Assignee has the right to use any and all information, including information that may be deemed Assignor's personal or private information, in the collection of Proceeds.
- 5. This Assignment shall continue in full force and effect until all sums due and payable under the Contract for Repair shall have been fully paid and satisfied, together with any and all other sums which may become due and owing under this Assignment. At such time this Assignment and the authority and powers herein granted by Assignor to Assignee shall cease and terminate.
 - 6. Assignor hereby represents and warrants the following to Assignee:
- (a) With respect to the Motor Vehicle, Assignee is the title owner, lessee, and/or is authorized to enter into a contract for repair and assignment of proceeds; and
- (b) Assignee has copies of, or has the ability to obtain copies of, insurance policies covering the Motor Vehicle, title or leasing or authorization documents for the Motor Vehicle, and police reports or information pertaining to the events creating the need for repairs to the Motor Vehicle.
- 7. Assignor agrees to pay to Assignee all Proceeds, which it owes or may owe to Assignor pursuant to the Contract of Repair. Assignee acknowledges that, if an outstanding balance exists on the Contract of Repair, any payments or reimbursements made to Assignor via insurance shall be directly turned over to Assignee and executed as necessary to be applied to the outstanding balance owed to Assignee.

To the extent it may be necessary, Customer agrees to assist in the recovery of Crawford's outstanding amounts/invoices, including executing necessary documents and to appear and testify in any court proceeding/hearing. Customer further agrees he/she will not object to any joinder as a necessary party in a lawsuit, pursuant to Pa.R.Civ.P. 2227.

- 8. Upon request of Assignee, Assignor shall execute and deliver to Assignee such further instruments as Assignee may deem necessary to effect this Assignment and the covenants of Assignor contained herein. Assignor shall cause such further instruments to be recorded in such manner and in such places as may be reasonably required by Assignee.
- 9. All of the representations, warranties, covenants, agreements and provisions in this Assignment by or for the benefit of Assignee shall bind and inure to the benefit of its successors and assigns.
- 10. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

- If any clause or provision herein contained operates or would prospectively operate to invalidate this Assignment in whole or in part, then such clause or provision shall be stricken from this Assignment, and the remainder of this Assignment shall remain operative and in full force and effect.
- All notices, demands or requests provided for or permitted to be given pursuant to this Assignment must be in writing and must be given or sent via hand delivery, certified mail, return receipt requested, or overnight courier to the respective address set forth above and shall be effective upon receipt.
- TIME IS OF THE ESSENCE WITH RESPECT TO EACH AND EVERY 13. COVENANT, AGREEMENT AND OBLIGATION OF ASSIGNOR UNDER THIS ASSIGNMENT.
- This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered on the date first above written.

Karl Schreiter

Signed, sealed and delivered in the presence of:

Witness

State of Pennsylvania, County of Chester

Notary Public

My commission expires:

10/22/2

Commonwealth of Pennsylvania - Notary Seal Barbara J. Hertwig, Notary Public

Chester County My commission expires October 22, 2022

Commission number 1070876

Member, Pennsylvania Association of Notaries

ACKNOWLEDGED AND AGREED TO THIS 2nd DAY OF JULY 2020 BY

ASSIGNEE:

Crawford's Auto Center, Inc.

Title: President

BROWN McGARRY NIMEROFF LLC

BY: Andrew C. Eckert, Esquire Attorney I.D. No. 203130 158 W. Gay Street, Suite 200 West Chester, Pennsylvania 19380 (610) 755-3311 Attorney for Plaintiff Crawford's Auto Center, Inc.



CRAWFORD'S AUTO CENTER, INC.

302 West Uwchlan Avenue Downingtown, PA 19335

CHESTER COUNTY, PA

IN THE COURT OF COMMON PLEAS

vs.

NO. 2020-09159-CV

BILLY RAY HAMILTON 12 Scaleby Lane West Chester, PA 19382

CERTIFICATION OF SERVICE

I, Andrew C. Eckert, Esquire, hereby certify that on the below date, I forwarded a true and correct copy of the foregoing Complaint to the following persons by electronic mail:

Joseph Branca, Esquire Law Office of Lester G. Weinraub 660 W. Germantown Pike - Suite 100 Plymouth Meeting, PA 19462

BROWN MCGARRY NIMEROFF LLC

DATE: December 22, 2020 BY: /s/ Andrew C. Eckert

Andrew C. Eckert, Esquire Attorney for Plaintiff